

Contract no 711

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AGREEMENT, dated the 21st day of May, 1992,
by and between: THE CITY OF VINELAND, a municipal corporation of the
State of New Jersey (hereinafter referred to as the "City"); and the
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 49, Vineland, New Jersey
(hereinafter referred to as the "Association"):

ARTICLE ONE

PURPOSE

This Agreement is entered into pursuant to the provisions of
Chapter 303, Laws of 1968, and as amended (N.J.S.A. 34:13A-5.1, etc.) of
the State of New Jersey, to promote and ensure harmonious relations,
cooperation and understanding between the City and the employees; to
prescribe the rights and duties of the City and the employees; to pro-
vide for the resolution of legitimate grievances, all in order that the
public service shall be expedited and effectuated in the best interests
of the people of the City of Vineland and its employees and the City.

ARTICLE TWO

RECOGNITION

It is the intention of the parties that this Agreement be
construed in harmony with the Rules and Regulations of the Civil Service
Commission, Chapter 303 of the Laws of 1968, and as amended, the
Statutes of the State of New Jersey, the Ordinances of the City of
Vineland, and the Rules and Regulations of the Fire Department, but no
Ordinance of the City or Rules and Regulations of the Department shall
amend or alter any agreed upon term of this Contract.

The City recognizes the Association as the sole and exclusive representative of those certain employees of the Fire Department of the City of Vineland for the purpose of collective negotiations concerning wages, salaries and other terms and conditions of employment. For the purposes of this Agreement, an employee or employees are those employees in the following titles pursuant to the Certification Docket No. R0-78-110 by the State of New Jersey, Public Employment Relations Commission dated March 29, 1978, as authorized by the New Jersey Employer-Employee Relations Act of 1968, and as amended, as follows:

All uniformed paid firefighters (including employee classifications of firefighters and fire prevention specialist, U.F.D.) employed by the City of Vineland, but excluding all captains and all volunteer firefighters, managerial executives, supervisors within the meaning of the Act, craft employees, clerical employees, professional employees, confidential employees, police and all other employees.

ARTICLE THREE

TOUR OF DUTY AND MANAGEMENT RIGHTS

Section 1. Tour of Duty.

For the purpose of the articles of this contract, a tour of duty shall consist of a 24-hour period beginning at 7:30 a.m. and ending at 7:30 a.m. on the following day with 48 hours off between tours. The F.M.B.A. acknowledges that the City has a managerial prerogative to

change the work schedule.

Section 2. Management Rights.

All of the authority, rights and responsibilities possessed by the City are retained by it.

Subject to the terms of this agreement, it is the right of the City through and by the Director of the Fire Department and/or Fire Chief and any of their designated representatives to determine the standards of service to be offered by its employees; determine the standards of selection of employment; direct its employees, take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the amount of overtime to be worked; determine the methods, means and personnel by which its operations are to be conducted; determine the content of work assignments; schedule the hours; take all necessary actions to carry out its mission in emergencies; purchase the service of others, contract or otherwise; exercise complete control and discretion over its organization and the technology of performing its work; and to make reasonable and binding rules and regulations which shall not be inconsistent with this Agreement and State Law.

ARTICLE FOUR

MAINTENANCE STANDARDS

Section 1. With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement, any benefit, privilege provided by law, rule or regulation for employees without prior notice to the Association, and when appropriate, without negotiations with the Association, provided however, that this Agreement shall be construed consistent with the free exercise of rights reserved to the City by the Management Rights Clause of this Agreement.

Section 2. Employees shall retain all civil rights under New Jersey State and Federal Law.

ARTICLE FIVE

ASSOCIATION REPRESENTATIVES AND MEMBERS AND DELEGATES' RIGHTS

Section 1. Authorized representatives of the Association, whose names shall be filed in writing with the Director of the Fire Department and/or Fire Chief shall be permitted to visit Fire Headquarters or the Office of the Director of the Fire Department and/or Fire Chief for the purposes of processing grievances. This right shall be exercised reasonably. Upon entering the premises, the authorized representative shall notify the Shift Commander or, in his absence, his authorized representative.

The Association representative shall not interfere with the normal conduct of the work of the Fire Department.

Section 2. The City of Vineland agrees to grant the necessary

time off with pay not to exceed twelve (12) hours to the duly elected state delegate or his designated representative and state committee members to attend to regular scheduled monthly meetings or any special meeting of the State organization.

Section 3. Pursuant to N.J.S.A. 11:26C-4, the City of Vineland agrees to grant a leave of absence with pay to the duly authorized representatives of the Firemen's Mutual Benevolent Association to attend any state or national convention of such organization. A certificate of attendance to the State convention shall be submitted by the representatives so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

ARTICLE SIX

CHECK-OFF AND AGENCY SHOP

Section 1. If authorized voluntarily and in writing to the proper disbursing officer of the City, an employee subject to this Agreement, who is a member of the Association, may indicate his desire to have deductions made from his compensation for the purpose of paying usual, customary and uniform dues to the Association.

Section 2. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and approved by the City during the month following the filing of such card with the City.

Section 3. In addition, pursuant to N.J.S.A 3A:13A-5.5, the City agrees to deduct from the salaries of its employees subject to this Agreement, but not members of the Association, a representation fee in

lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by the members of the Association, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. (R.S. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the Association Office during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee for non-union members will commence as soon as practicable after the 60th day of an employee's employment in a position included in the bargaining unit.

Section 4. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City one month's written notice prior to the effective date of such change.

Section 5. The Association agrees to furnish the City with a copy of its "demand and return system" which must be established and maintained by the Union in accordance with the law.

Section 6. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out or by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.

Section 7. Any written authorization required herein may be withdrawn at any time by the filing of a notice of such withdrawal with the above-mentioned disbursing officer, and deduction authorization can-

not again be effected for a period of three (3) months.

ARTICLE SEVEN

BULLETIN BOARDS

Section 1. The City agrees to furnish suitable bulletin board space (approximately 24" x 36") in the Dormitory of each manned station to be used exclusively by the Association.

Section 2. The Association agrees to limit its postings of notices and bulletins to such bulletin boards.

Section 3. The Association agrees that it will not post material which may be profane, derogatory to any individual, or constitute public election campaign material. All bulletin notices shall be signed by the Association President or his designee.

Section 4. Any material which the City alleges to be in violation of this Agreement shall be promptly removed by the Association. The matter will then be subject to the grievance procedure for resolution.

ARTICLE EIGHT

NONDISCRIMINATION AND PERSONNEL RECORDS

Section 1. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. Both the City and the Association shall bear the responsibility for complying with this provision of the Agreement.

Section 2. All references to employees in this Agreement

designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3. The City agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint or coercion by the City or any City representative against any employee because of Association membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended, or of this Agreement.

Section 4. The Association recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 5. Personnel Records. Each employee shall receive a copy of any reprimand placed in his personnel file and has the right to examine his file at any time convenient to the employee and the custodian of the file.

Section 6. The personnel records of employees of the Fire Department shall be kept in a locked cabinet at all times. The Director of the Fire Department and/or Fire Chief or their designee shall be the only personnel to have access to these personnel records.

ARTICLE NINE

NO-STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike (e.g., the concerted failure to report for duty, or willful absence of

any employees from their positions, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject however to the application of the grievance procedure contained in ARTICLE TWENTY-FIVE.

Section 3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the City.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the City in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE NINE

NO-STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any member or person acting in its behalf will cause, authorize or support any strike or other job action against the City, or willful absence of

ARTICLE TEN

WAGES

Section 1. Effective December 30, 1990, an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.

Effective December 29, 1991, an employee's base wage shall be increased in accordance with "Schedule A" attached hereto.

Effective January 3, 1993, and employee's base wage shall be increased in accordance with "Schedule A" attached hereto.

Section 2. The specific wages for employees hereunder for the calendar years 1991, 1992 and 1993 shall be provided in "Schedule A" attached hereto and made a part hereof. All wages shall be authorized by an appropriate ordinance to be adopted by the City. The wages outlined in accordance with "Schedule A" attached hereto shall be the wages paid to all employees employed as of the date of signing this Agreement, and whose names appear on said "Schedule A."

Section 3. The starting salary for employees hired after the signing of this contract whose names do not appear on "Schedule A" have been determined to be set at the starting salary of \$20,000.00 for the years 1991 and 1992 and \$21,100.00 for the year 1993 and shall be set within the range as established by an appropriate salary ordinance.

Section 4. The Salary Guide for fire fighters is attached as "Schedule B."

Section 5. The City of Vineland by ordinance established the title and salary range for the position of Fire Prevention Specialist - U.F.D., a position required by this municipality for the enforcement of the Uniform Fire Code. The base wage paid to this employee shall be

5% higher than said employee's base pay as a firefighter during the period of the assignment of this employee to this position. All other conditions of the contract shall apply.

Section 6. This Contract is for a term of three (3) years and therefore shall continue in full force and effect until January 1, 1994, the last day of the last full work week of the calendar year 1993.

ARTICLE ELEVEN

PAY PERIOD

Section 1. All salary and wages of individual employees shall be paid on a weekly basis and shall be paid to the member on every Friday of the month, unless that day be a holiday, and then payment is to be made on the day preceding the holiday. Pay will be distributed at company headquarters on/before 7:30 a.m. on Fridays. In the event of an emergency situation, the City will contact the union to advise them of the emergency for the purpose of reaching a solution.

Section 2. Pay receipts for employees shall be itemized as follows:

- (a) base pay;
- (b) holiday pay.

Same shall be explained in the deduction code attached to the employee's paycheck.

ARTICLE TWELVE

VACATIONS

Section 1. All employees hereunder shall receive the following annual leave for vacation purposes with pay in and for each calendar year, except as otherwise herein provided: Up to one (1) year of service, one tour of duty plus six (6) hours for each three months of service, said employee must earn a tour of duty before it can be taken; after one (1) year of service and up to the completion of five (5) years of service, seven (7) tours of of duty; after five (5) years of service and up to the completion of twelve (12) years of service, nine (9) tours of duty; after twelve (12) years of service and up to the completion of twenty (20) years of service, eleven (11) tours of duty; after twenty (20) years of service, twelve (12) tours of duty. Vacation tours shall be granted on a twelve (12) hour shift basis. There may be no more than two (2) employees excluding officers on scheduled vacation at the same time.

Section 2. Where in any calendar year the vacation or any part thereof is not granted and taken by reason of pressure of the Fire Department's business as determined and approved by the Director of the Fire Department and/or Fire Chief or their designee, such vacation periods or parts thereof not granted shall accumulate and shall be granted and may be taken during the next succeeding calendar year only. Tours of vacation may be carried forward but may not exceed two (2) twenty-four (24) hour tours.

Section 3. An employee's rate of vacation pay shall be based on the employee's regular base rate of pay.

Section 4. All vacations shall be granted, so far as practicable, in accordance with the desires of the employees. All vacation schedules must be submitted thirty (30) days before an anticipated vacation. All vacations requested less than thirty (30) days prior will be granted if convenient to the Department. All vacation requests submitted prior to March 31st will be granted on a first come/first serve basis. Vacation requests submitted after March 31st shall be granted on the basis of seniority. The number of prior vacation requests for the dates will determine if your dates will be granted.

Section 5. Vacation pay will be granted to employees terminating their employment. The number of vacation days to be granted will be the proportional number as accrued during the year of termination. In the event an employee's termination from employment is caused by his death, then in such event, the accrued and unused vacation pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater number of vacation days than have accrued to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 6. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of vacation computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of vacation computation.

ARTICLE THIRTEEN

HOLIDAY PAY

Section 1. Each employee shall receive fifteen (15) paid holidays per year. The holiday pay shall be computed at straight time hourly rate of pay by rank, based upon a twelve (12) hour day. Holiday payments shall be made in the last pay period in June and the first pay period in December of each year. Employees on Leave of Absence Without Pay are not entitled to holiday pay.

Section 2. Holiday pay will be granted to employees terminating their employment. The amount of holiday pay to be granted will be the proportional amount accrued during the year of termination. In the event an employee's termination from employment is caused by his death, the accrued holiday pay as aforesaid shall be payable to the employee's estate. In the event an employee dies or otherwise terminates employment and has used a greater amount of holiday pay than has accrued to his benefit during the year of his death or termination of employment, then in such event, the employee's final pay will be reduced by the overpaid holiday pay. All holiday pay accrues in proportion to the number of completed months worked by each employee in any calendar year.

Section 3. An employee who commences employment during the first fifteen (15) days of a month shall be credited with having worked a full month for the purposes of holiday pay computation. An employee who commences employment on the sixteenth (16) day of the month or thereafter shall not be credited with working said month for the purpose of holiday pay computation.

ARTICLE FOURTEEN

EDUCATION AND TRAINING INCENTIVES

Advanced training and education achievement are considered an important factor in the professional development of the firefighter. Achievement in these areas may be considered in the way of special assignments and shall be acknowledged by special salary increments based on the following scale:

Each employee shall be paid an increment of \$12.50 per credit upon completion of an approved accredited fire science course or other college courses which shall be approved by the Business Administrator prior to being taken and which may be taken after the employee has completed an Associate's Program in Fire Science up to a maximum of one hundred twenty (120) credits. The employee must submit a certificate of successful completion before any payment of the credit increment. Education increments shall be incorporated in the employee's salary by the City on or about the 1st of January and the 1st day of July for approved credits earned since the previous incorporation of an earned increment. All new employees hired after the date of January 1, 1984 shall be required to earn twelve (12) credits in an approved Fire Science program prior to college credits being paid.

ARTICLE FIFTEEN

TRAVEL ALLOWANCES

Section 1: Per Diem Meal and Lodging Expenses. The City agrees to reimburse, on a per diem basis, as established by the rules and regulations of the Business Administrator, consistent with the existing Policy No. 66 entitled "Travel" of the General Policy and Procedure Manual of the City of Vineland, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties, for hotel lodging, meals and incidental expenses related thereto, for a full day at rates not to exceed a total of \$100.00 per day. Eligibility for travel expenses and determination of "travel status" shall be made by the Business Administrator and prior written approval of the Business Administrator shall be required prior to incurring of said expenses.

Section 2: Mileage Allowance. The City agrees to provide, subject to rules and regulations of the Business Administrator, maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The maximum mileage allowance rate will be twenty seven and one-half (27.5) cents per mile, or as otherwise modified or adjusted by the Business Administrator.

ARTICLE SIXTEEN

COURT TIME

Section 1. Any employee who is required to appear during the off-duty hours in a municipal, county, grand jury, superior or other court, including New Jersey State Departmental Divisional hearings shall be paid for actual hours worked in compliance with the FLSA regulations.

Section 2. It is acknowledged that the provisions of the Fair Labor Standards Act (FLSA) apply to the City. The City reserves the right to establish rules and regulations concerning the monitoring of and compensation for hours worked as Court Time in order to comply with such regulations and to comply with FLSA generally.

Section 3. If a firefighter is requested to appear in court by a third party, he will not receive any payment from the City, and no time payment will be credited under FLSA.

ARTICLE SEVENTEEN

SICK LEAVE

Section 1. Service Credit for Sick Leave.

A. All employees shall be entitled to sick leave with pay as specified hereunder.

B. Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the

presence of such employee.

C. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his duties, as evidenced by a Certificate of a City-designated physician or other doctor acceptable to the City, he shall be granted in addition to his annual sick leave with pay or any accumulations thereof, leave of absence with pay for a period of three hundred sixty-five (365) calendar days or so much thereof as may be required, as evidenced by Certificate of a City-designated or accepted physician, but not longer than a period of which worker's compensation payments are allowed.

If at the end of such three hundred sixty-five (365) calendar day period the employee is unable to return to duty, a Certificate from the City-designated or accepted physician shall be presented, certifying to this fact, and the employee may elect, if he or she so desires, to use all or any part of the sick leave accumulated to supplement compensation payments so that the combined compensation payments and sick leave allowance will approximate the employee's regular basic wage or salary payment.

During the period in which the full salary or wages of any employee on disability leave is paid by the City of Vineland, any compensation payments made to or received by or on behalf of such employee shall be deducted from the amount carried on the payroll for such employee or shall be assigned to the City of Vineland by the insurance carrier or the employee.

Whenever the City-designated physician or physician acceptable to the City shall report in writing that the employee is fit for duty, such disability leave shall terminate and such employee shall forthwith report for duty.

Furthermore, if an employee, during the period of his disability is fit to perform "other" light duties, the City may, at its discretion, allow or require such employee to perform these light duties. The employee's ability to perform such light duties shall be determined by a City-designated or other physician acceptable to the City.

D. Any employee on injury leave resulting from injury while on duty shall continue to accrue sick leave credits while he remains on the payroll.

Section 2. Amount of Sick Leave.

A. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) tour of duty per three months during the remainder of the first calendar year of employment after initial appointment; and seven and one-half (7-1/2) tours of duty in every calendar year thereafter.

B. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Reporting of Absence on Sick Leave.

A. If an employee is absent for reasons that entitle him to sick leave, his Shift Commander shall be notified prior to the employee's starting time.

(1) Failure to so notify his Shift Commander may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(2) Absence without notice for two (2) consecutive tours of duty shall constitute a resignation not in good standing.

Section 4. Verification of Sick Leave.

A. An employee who shall be absent on sick leave for two (2) or more consecutive tours of duty or totaling more than three (3) tours of duty in one calendar year, may be required to submit acceptable medical evidence substantiating the illness from a physician acceptable to the City.

Furthermore, the City may require such employee to be examined by a City-designated physician at the expense of the City.

B. In case of a leave of absence due to exposure to contagious disease, a Certificate from the Department of Health shall be required prior to the employee's return to work.

C. The City may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

ARTICLE EIGHTEEN

FUNERAL LEAVE

The City will provide employees with special leave with pay in the event of the death of the employee's immediate family. The funeral leave will be absence from one (1) tour of duty per incident. The employee's immediate family is considered to be spouse, father, mother, grandfather, grandmother, son, daughter, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and grandchildren. To be eligible for use of any funeral leave

days, the employee must attend the funeral services. In the event funeral services for the deceased hereunder are held at a distance greater than a 350-mile radius from the City of Vineland, then such funeral leave shall be for a maximum of two (2) tours of duty.

In the event that the firefighter is on a shift and is notified of a death in his immediate family, he will be excused the remainder of his tour of duty so long as he attends the funeral.

Request for any and all funeral leave shall be subject to the approval of the Director of the the Fire Department and/or Fire Chief; such approval shall not be unreasonably denied.

ARTICLE NINETEEN

PERSONAL LEAVE TOUR OF DUTY

Section 1. The City grants two (2) Personal Leave Tours of Duty to each employee. Said personal leave tour of duty shall be granted by the City upon three (3) calendar days prior written request of the employee, which request shall be in the form of a letter directed to the Director of the Fire Department and/or Fire Chief or their designee, with a copy to the immediate supervisor. Such request shall be granted, at the discretion of the Director and/or Fire Chief or his designee so long as his employee's absence can be permitted without interference with the proper conduct of the Department. The Personal Leave Tour of Duty shall not accumulate.

Section 2. Personal tour leave for new employees will be administered in the following manner: (1) Anyone on the payroll between January 1 and April 30 will earn 16 hours; (2) Continued employment May 1

through August 31, an additional 16 hours; (3) September 1 through December 31, an additional 16 hours. For a new employee to be eligible for and sixteen hour period in a quarter, said employee must be employed for at least one (1) calendar month.

ARTICLE TWENTY

LEAVE OF ABSENCE AND MILITARY LEAVE

Section 1. Leave of Absence.

Any employee desiring leave without pay for personal reasons shall make a request in writing to the Director of the Fire Department and/or Fire Chief not less than two (2) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the City.

Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

Section 2. Military Leave.

Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (Summer Camp or its equivalent) for training with any Reserve Unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid his regular pay during the period of this military training.

Section 3. The existing Federal and State statutes with regard

to leave for military service in their present state or as they may be amended will be observed by the parties hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

Section 4. Family Leave Act.

Pursuant to the Family Leave Act (N.J.S.A.34:11b-1, et.seq.) employees who have worked at least 1,000 hours during the last twelve (12) months are eligible to receive an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twenty-four month period. Leave may be taken only for the following reasons:

- A. The birth or adoption of a child.
- B. The serious health condition of a family member. (i.e., child, parent or spouse).

Eligible employees must provide prior notice to the Department Head if requesting a leave of absence under this Act. Management has a right to request that an employee provide a certification issued by a licensed health care provider in order to verify necessity of leave.

ARTICLE TWENTY-ONE

OVERTIME

Section 1. The overtime rate of pay is defined as one and one-half times the regular rate of pay.

When men are called in for a specific duty assignment from an off-duty day or from between work shifts or when required to work after the end of a regularly scheduled shift, the overtime rate of pay shall be applied to said hours.

No overtime shall be worked unless said overtime has been spe-

cifically authorized by the Fire Chief or his designee prior to its being worked.

Section 2. Employees, when called in for a specific duty assignment from an off-duty day or from between work shifts, shall be entitled to be paid a minimum of three (3) hours at the overtime rate of pay.

Section 3. When an employee is scheduled to work pre-arranged overtime on their scheduled day off, the employee will receive a minimum of two (2) hours pay at the applicable rate.

Section 4. Overtime shall be paid in cash or compensatory time at the election of the employee within the limits allowed by the Fair Labor Standards Act as to cumulative compensatory time. Compensatory Time shall be granted in accordance with the written request of an employee to the Director and/or Chief so long as the employee's absence can be permitted without interference with the proper conduct of the Department.

Compensatory time shall be utilized within the calendar year earned and can only be carried over to the next succeeding year with the approval of the Director and the Business Administrator.

Overtime shall be offered, if practicable, as equally as possible to all employees, but in all instances at the discretion of the Director and/or Fire Chief or their designee. It is the intention of the parties and the purpose of this provision to provide for as equal a division of overtime as possible within the department. Seniority shall be used when applicable. Assignment of overtime shall not be a rotation list, but a rotation list shall be maintained in order to assist the department in achieving an equalization of overtime hours if practicable. A list of compensatory time entitlements which have accrued as a result of overtime shall be maintained by the Director and/or Fire Chief shall be

available for inspection by employees. No overtime shall be worked unless approved prior to being worked by the Director and/or Fire Chief or their designee.

When men are called in for a specific duty assignment on an off-duty day, they shall be entitled to a minimum of three hours pay at the applicable rate unless the work continues into their regularly scheduled work hours, in which case they would be entitled to call-in pay only for the period prior to the commencement of the regular shift.

ARTICLE TWENTY-TWO

ACTING ASSIGNMENTS

In the event a firefighter is assigned to act in a position of next higher rank, he shall be paid at that position's rate hour for hour for the total time in that position.

ARTICLE TWENTY-THREE

RETIREMENT

Section 1. Employees retiring either on the regular pension or disability shall be paid for all accumulated holidays, vacation, personal days and accumulated compensatory time.

Section 2. In case of death of an employee covered hereunder, there shall be paid to his widow, beneficiary or estate, the amount or amounts due for any and all unused vacation, holiday leave, personal

days, compensatory time coming and pay period due.

Section 3. At retirement, the City agrees to pay each employee an amount equal to 50% of all accrued sick leave pay up to a maximum amount of \$15,000.

Section 4. This supplemental compensation payment to be paid hereunder shall be computed at the rate of one-half (1/2) accumulated sick days times the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his employment, prior to the effective date of his retirement; provided however, that no such lump sum supplemental compensation payment shall exceed \$15,000.

Section 5. Payment shall be made promptly, if funds are available, but no later than one (1) month after the final adoption of the budget of the City of Vineland for the year succeeding the effective date of retirement of the employee.

ARTICLE TWENTY-FOUR

HEALTH BENEFITS

Section 1. The City agrees to provide each employee with health insurance as provided in the "New Jersey State Health Benefit Program" or its equal. This coverage shall be fully paid by the City for all employees and their families. The specific benefits presently being provided are New Jersey Blue Cross and Blue Shield coverage, Series 14/20; Rider "J"; Major Medical Insurance, all as more specifically provided for and explained in the "New Jersey State Health Benefits Program."

Section 2. The City agrees to provide a Basic Prescription Coverage plan (\$3.00 Co-pay) covering all employees hereunder and their eligible dependents.

Section 3. The City agrees to provide employees covered hereunder and their eligible dependents a 50/50 UCR Program N.J. Dental Plan or its equal.

Section 4. The City agrees to pay the cost of all above health benefit coverages for the term of this agreement.

Section 5. Upon an employee's retirement (after he has had 25 years of service in the Fire Department of the City of Vineland) he shall be entitled to receive all of the then Basic Prescription Coverage Plan as described in Section 2 above, provided by the City of Vineland at the expense of the City of Vineland for the shorter of the following periods:

(a) When said retired employee obtains employment having comparable Basic Prescription Coverage as described in Section 2. (Once the job is obtained, the benefits terminate even if the employment terminates within five years.)

(b) When the retired employee becomes eligible for Medicare.

ARTICLE TWENTY-FIVE

GRIEVANCES

Should any grievances arise with respect to the meaning, application or interpretation of the Rules and Regulations of the Fire Department, such grievance shall follow the grievance procedure below

through the fourth step. Such noncontractual grievances will not proceed to Step 5.

Should any grievances arise with respect to the meaning, application or interpretation of the terms of this Agreement, such grievances shall be submitted to the following procedure:

Step 1: The employee shall submit his grievance in writing within four (4) calendar days after the occurrence of the grievance, in duplicate, to the Association Representative, who in turn shall forthwith file one (1) one copy with the Shift Commander on whose shift such grievance arose, and said Association Representative shall forthwith attempt to settle the matter of the grievance with said Shift Commander. Failure to file his grievance in writing as aforesaid shall bar the employee from any right to proceed further with any grievance.

If the grievance is filed in writing as hereinabove provided, and the matter taken up between the Association Representative and the Shift Commander fails to produce amicable settlement of the matter, the grievance shall then proceed to Step 2.

Step 2: If no adjustment has been reached at Step 1, then within five (5) days after Step 1, the Association Representative shall take the matter up with the Fire Chief and every effort shall be made to reach a mutually satisfactory solution.

Step 3: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 2, who shall take the matter up with the Director of the Fire Department in an endeavor to adjust it amicably.

Step 4: If no solution can be reached, the Association

Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 3, who shall take the matter up with the Business Administrator in an endeavor to adjust it amicably.

Step 5: If no solution can be reached, the Association Representative shall refer the matter to the Association President within five (5) days immediately following the disposition of the grievance to Step 4, the grievance will then proceed to arbitration.

Either party wishing to remove a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the Association and the City. If the City and the Association cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Commission of the State of New Jersey which might be pertinent, and render his award in writing, which shall be final and binding. The cost of the arbitrator's fee shall be shared equally by the City and the Association. Any representative or officer of the Association required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

Only the City or the Association may remove and present a grievance to arbitration.

ARTICLE TWENTY-SIX

EXTRACONTRACTUAL AGREEMENTS

The City agrees not to enter into any other agreement or contract with its employees covered by this Agreement, individually or collectively, which in any way would conflict with the terms and conditions set forth in this Agreement.

ARTICLE TWENTY-SEVEN

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect.

It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modifications or revisions of such clause or clauses.

ARTICLE TWENTY-EIGHT

UNIFORM MAINTENANCE ALLOWANCE

Section 1. Effective January 1, 1991, the City agrees to pay to each employee the sum of \$500.00 per annum as a Uniform Maintenance Allowance. Because of the revision by the Federal Internal Revenue Service, the City in cooperation with the Union and employees has arranged for payment of the semi-annual payments of \$250.00 to be paid by payroll check. Accordingly, payment shall be made in the last pay day in June for which the allowance is due with the exception of any allowance due in the month of December. Such allowance to be made in the first pay day of the month of December.

In the event an employee terminates employment with the City, the uniform allowance payment will be the proportional amount accrued during the year of termination. Employees agree to maintain the uniforms in good and clean condition.

Section 2. The 1988 Federal Family Support Act requires employers to withhold income tax and Social Security on employee business expense reimbursement for which employees must adequately account to their employers effective January 1, 1989. The City had a waiver for 1989 reporting. However, this law affects all allowances as of January 1, 1990. Consequently, all firefighters governed by this contract, in general must provide documentation for allowances including: Clothing Allowance, Uniform Maintenance Allowance, Travel Allowance.

Section 3. Uniform Maintenance Allowance shall not apply to turn-out gear and safety equipment.

ARTICLE TWENTY-NINE

UNIFORM ALLOWANCE

Effective January 1, 1991, the City agrees to provide the following work uniforms for the firefighters on a yearly basis: three (3) long-sleeve shirts three (3) short-sleeve shirts, four (4) trousers.

In the event any work uniform as stated above is damaged during the performance of a firefighter's duties, then the City agrees to replace or repair the said damaged work uniform based upon rules established by the Director and/or Fire Chief.

The City shall reimburse firefighters within the department a flat fee of \$33.00 per person per year upon submission by the employee of a paid receipt for safety toe shoes meeting the requirements and specifications in American National Standard for Personnel Protection-Protective Footwear (ANSI Z41-1983).

ARTICLE THIRTY

SAFETY

A Safety Committee composed of three (3) representatives from management and three (3) representatives from labor shall meet at least quarterly each year. The purpose of said committee shall be for reviewing safety conditions and making recommendations for their improvement.

The City shall endeavor to provide conditions of work which are both safe and healthy in conformity with all federal, state and local laws.

Failure by employees to abide by safety regulations will result in disciplinary action.

ARTICLE THIRTY-ONE

MEALS

City agrees to provide a meal allowance for all employees called-in for special emergency overtime (not pre-arranged overtime or overtime worked in the ordinary course of the performance of an employee's duties) of six dollars (\$6.00) per meal, reimbursed per standard City voucher system within thirty (30) days. The meal allowance would apply to every four (4) hours overtime worked basis during the period of the continuous overtime.

ARTICLE THIRTY-TWO

DISSEMINATION OF INFORMATION

The City of Vineland will provide to each firefighter a copy of his/her unused and used vacation days, sick days, personal days and compensatory time at least two times a year for the duration of the contract. Copies of this information will be issued to the employee on the first of April and the first of October for each year of the contract.

ARTICLE THIRTY-THREE

FAIR LABOR STANDARDS ACT (FLSA)

It is acknowledged that the City was required on April 15, 1986 to comply with the provisions of the Fair Labor Standards Act and the regulations promulgated thereunder as they relate to officers covered by this agreement. The City has taken certain actions and reserves the right to take such other appropriate action or actions to ensure such compliance including but not limited to:

1. Election of the "7K" exemption for firefighters, two-hundred twelve (12) hour twenty-eight (28) day work cycle, for purposes of calculating overtime compensation payment requirements of the "Act."
2. Determination of "hours worked" in conformance with definitions of such hours as specified in the "Act". More specifically, "hours worked" as defined in the "Act" do not include meal time, vacation time, holiday time, personal time, and any other time not engaged in the "performance of Fire Department duties."
3. Establishing procedures to monitor and control hours worked and overtime;
4. The crediting of any payments made pursuant to this Agreement allowed by the "Act" against any overtime obligation incurred under the "Act";
5. Establishing such rules and regulations as may be necessary to ensure compliance with the provisions of the "Act".

ARTICLE THIRTY-FOUR

TERM OF AGREEMENT

This agreement shall be effective as of December 30, 1990 and the terms and provisions of this agreement shall continue in full force and effect until January 1, 1994.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers the day and year first above written.

CITY OF VINELAND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL 49

By:

[Signature]
MAYOR
Arcus Lopez
CITY CLERK

[Signature]
PRESIDENT

NEGOTIATING COMMITTEE:

NEGOTIATING COMMITTEE:

[Signature]
Guy Raymond
6-21-92

[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A" - WAGES

<u>NAME</u>	<u>1991 SALARY</u>	<u>1992 SALARY</u>	<u>1993 SALARY</u>
Austin, Lewis *	\$31,503.00	\$35,190.00	\$36,950.00
Balaguer, Victor	\$21,060.00	\$22,113.00	\$24,950.00
Baldosaro, Anthony	\$27,831.00	\$29,223.00	\$31,400.00
Cavagnaro, Paul	\$24,020.00	\$25,221.00	\$29,375.00
Chinnici, James	\$21,060.00	\$22,113.00	\$24,950.00
Ciemancky, Carl	\$31,919.00	\$33,515.00	\$35,191.00
DeYoung, Edward	\$31,919.00	\$33,515.00	\$35,191.00
Drastal, Louis	\$31,919.00	\$33,515.00	\$35,191.00
Finley, Jr., Peter	\$27,831.00	\$29,223.00	\$31,400.00
Howe, Wesley	\$31,919.00	\$33,515.00	\$35,191.00
Kandle, Roland *	\$33,514.00	\$35,190.00	\$36,950.00
Lovecchio, Paul	\$30,002.00	\$33,515.00	\$35,191.00
Mangiaracina, Rodney	\$25,774.00	\$27,063.00	\$29,375.00
Mastrogiovanni, Fred	\$25,774.00	\$27,063.00	\$29,375.00
Moir, Albert B.	\$21,060.00	\$22,113.00	\$24,950.00
Moir Jr., Albert H.	\$31,919.00	\$33,515.00	\$35,191.00
Pagnini, Robert	\$27,831.00	\$29,223.00	\$31,400.00
Petway, Jr. Herman	\$31,919.00	\$33,515.00	\$35,191.00
Rich, William	\$31,919.00	\$33,515.00	\$35,191.00
Scarpa, Robert	\$27,831.00	\$29,223.00	\$31,400.00
Smith, Robert	\$31,919.00	\$33,515.00	\$35,191.00
Souders Jr., Donald	\$31,919.00	\$33,515.00	\$35,191.00

*Fire Prevention Specialist

SCHEDULE "B" - SALARY GUIDE

	1991	1992	1993
Entry Level	\$20,000.00	\$20,000.00	\$21,100.00
Step 1	\$21,060.00	\$21,000.00	\$22,500.00
Step 2	\$22,539.00	\$22,113.00	\$24,950.00
Step 3	\$24,020.00	\$25,221.00	\$29,375.00
Step 4	\$25,774.00	\$27,063.00	\$31,400.00
Step 5	\$27,831.00	\$29,223.00	\$35,191.00
Step 6	\$30,002.00	\$33,515.00	
Step 7	\$31,919.00		