

RESOLUTION NO. 2015 - _____

A RESOLUTION APPROVING AGREEMENT WITH THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 249 FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2017.

WHEREAS, the Firemen's Mutual Benevolent Association, Local 249 is the sole and exclusive representative of certain City of Vineland employees of the Fire Department for the purpose of negotiations concerning wages, salaries and other negotiable terms and conditions of employment; and

WHEREAS, the represented employees are those full-time employees in the following titles pursuant to the Certification Docket No. RO-90-166 by the NJ Public Employment Relations Commission dated August 22, 1990, as follows:

All paid fire officers employed by the City of Vineland, but excluding all non-supervisory firefighters, managerial executive, confidential employees, police employees, professional employees and craft employees employed by the City of Vineland; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and the Firemen's Mutual Benevolent Association, Local 249.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that said agreement, be and the same, is approved from January 1, 2014 through December 31, 2017, and the execution thereof for and on behalf of the City of Vineland is hereby authorized and directed; and

BE IT FURTHER RESOLVED, that the City of Vineland may enact any ordinance, rule or regulation required to fully carry out the terms and conditions of the agreement herein approved.

Adopted:

President of Council

ATTEST:

City Clerk

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the FMBA, Local 249 (FMBA). This MOA is entered into this 23 day of November, 2015. ~~It~~

The City and the FMBA have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2013. The City and the FMBA have reached a tentative agreement as to changes to be included in the new agreement and the purpose of this Memorandum of Agreement is to confirm those understandings, as follows:

1. Preamble

Revise dates.

2. Article 1 – Recognition

No change.

3. Article 2 – Tour of Duty

§1. - No change.

§2. Shall be revised to read as follows:

“The City may, in its discretion, create or abolish the position of Lieutenant. ~~The terms and conditions of this Agreement regarding lieutenants shall only take effect if the City creates and fills the position of lieutenant.~~ The City reserves the right to move ~~lieutenants~~ officers between 24/48 schedule and 40 hour schedule with 30 days notice based upon the needs and interests of the department. Any ~~lieutenant~~ officer assigned to a 40 hour work week shall receive benefit time, such as vacation, personal, sick and funeral leave, at a rate proportional to 56 hour work week employees. The conversion rate shall be .7143.

§3. - No change.

Second §3 (7K Exemption) shall be renumbered to read §4.

4. Article 3 – Management Rights

No change.

5. Article 4 – Maintenance of Standards

Add the following to the beginning of §1 – “Except as provided by legislative changes in the law...”

Remainder of paragraph shall remain the same.

6. Article 5 – Association Representatives, Members and Delegates Rights

No change.

7. Article 6 – Check-Off and Agency Shop

No change.

8. Article 7 – Nondiscrimination and Personnel Records

Revise §1 to include “civil union status”

In addition, the City proposes to create a new Article entitled “Personnel Records” which shall be comprised of Sections 5, 6 and 8.

Delete §7 regarding disclosure of medical records.

9. Article 8 – No-Strike Pledge

No change.

10. Article 9 – Wages

Shall be revised as attached.

11. Article 10 – Pay Period

Add the following to second §2 (and renumber to §3):

“f. year-to-date deductions”

12. Article 11 – Promotions and Promotional Benefits

Shall be revised as follows:

“Employees promoted into or out of this bargaining unit shall be subject to the proration of all earned and eligible benefit time ~~and pay plan benefits~~ up to the effective date of the promotion. From the effective date of the promotion forward, the employee will be governed by the then applicable bargaining unit agreement and shall be subject to the earned and eligible benefit time ~~and pay plan benefits~~ established in accordance with the applicable agreement for the balance of the fiscal period on a prorated basis.

13. Article 12 – Vacations

Section 1 – delete the following “f. 312 hours after 30 years of service.”

Revise Section 5:

“Vacation pay will be granted to employees terminating their employment. The amount of vacation leave to be granted will be the proportional amount as accrued during the year of termination. In the event an employee’s termination from employment is caused by his/her death, then 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 tours than have accrued to his/her benefit during the year of death or termination of employment, then the employee, or the employee’s estate, shall pay back to the City the amount owed for any overused vacation taken. All vacation accrues in proportion to the number of completed months worked by each employee in any calendar year.”

14. Article 13 – Holiday Pay

No change.

15. Article 14 – Education and Training Incentives

Section 2 – Revise first sentence to read as follows:

“The City shall provide up to 24 hours annually of official time off from work, to be taken in an initial four hour increment and then hour for hour, to attend fire related seminars and training courses which are considered relevant and approved by the Fire Chief.”

16. Article 15 – Travel Allowances

No change.

17. Article 16 – Court Time

No change.

18. Article 17 – Sick Leave

§1 (a)(iii) add “civil union partner” to definition of “immediate family”.

§1- add new (d): The FMBA shall actively discourage the abuse of sick leave by employees.

§1 – add new (e) : “The City, through the Fire Chief or designee, may adopt such sick leave and verification policies from time to time to control sick leave abuses

as it may determine necessary. Patterns of absences may be considered abuse and shall include, but not be limited to, an employee being absent on the same day each year or excessive absences that extend non-working shifts or other leave time.”

§2 – reduce amount of leave from 180 hours to 156 hours.

No other changes to this article.

19. Article 18 – Funeral Leave

§1 (b) add “civil union partner”

20. Article 19 – Personal Leave

Revise first sentence of §1 to read as follows:

“Each employee shall receive 96 hours of personal leave annually.”

Revise last sentence of §1 to read as follows:

“Personal leave ~~may~~ shall be taken in ~~four hour increments~~ an initial four hour increment and then in increments of one hour. Each separate instance shall require an initial four hour increment.”

21. Article 20 – Leave of Absence and Military Leave

Revise § 2 to read as follows:

“Military leave shall be administered in accordance with applicable law. In no event shall the City provide military leave benefits greater than required under applicable law. Specifically, in accordance with N.J.S.A. 38A:4-4, an employee shall be entitled to leave of absence from his or her respective duties without loss of pay or time on all days during which he or she shall be engaged in any period of State or Federal active duty; provided, however, that the leaves of absence for Federal active duty or active duty for training shall not exceed 90 work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of 90 work days shall be without pay but without loss of time. Therefore, the City shall pay the difference between City pay and military pay to an employee up to a maximum of 90 working days in a calendar year. Any leave beyond 90 working days in a calendar year shall be without pay from the City.”

Revise § 3 to read as follows:

“Family leave shall be administered in accordance with applicable law. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation and all other administrative leave concurrent with the approved leave. Eligible employees must provide prior notice, if possible, to the Director of Public Safety, or his designee, if requesting

a leave of absence under this Act. The City 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. Any qualifying condition shall be designated as leave pursuant to FMLA and/or NJFLA.”

Eligible employees must provide prior notice to the Department Director if requesting a leave of absence under these Acts. 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.

22. Article 21 – Overtime

Add the following to §2. : Overtime under this paragraph shall be considered “unscheduled overtime” and will qualify as such when the employee has less than three (3) hours notice of the overtime.

Add the following to §3. : Overtime under this paragraph shall be considered “scheduled overtime” and will qualify as such when the employee has three (3) hours or more notice.

Revise §5 to read as follows:

“Compensatory time may be earned in lieu of overtime payments pursuant to the FLSA at the request of the employee. 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. If the Fire Chief or Fire Director are unavailable to respond to a compensatory time request, any captain may respond to the request of another captain provided a lieutenant is on-duty for the period of the requested leave. An employee shall be able to carry over a maximum of 144 hours to the next calendar year. In no event shall an employee be permitted to accrue greater than a total of 144 compensatory hours. The parties agree, however, that all compensatory time shall be taken prior to the employee’s retirement. In the event the employee is approaching retirement and has compensatory time on the books, the City may direct the employee to take the compensatory time on a date and time chosen by the City. A captain and lieutenant on the same platoon may not be off at the same time on scheduled leave, which shall be defined as vacation, personal or compensatory time. Leave shall be granted by rank, then seniority.

23. Article 22 – Acting Assignments

Revise to read as follows:

“A captain assigned by the Chief or his designee to act in a position of higher rank shall be paid at that position’s base rate or five percent above the captain’s existing rate, whichever is higher, hour for hour for the total time in that

~~position a stipend of \$50 per day provided that a minimum of 30 minutes~~ four (4) hours is worked in the acting position.

24. Article 23 – Retirement

No change.

25. Article 24 – Health Benefits

Shall be revised as attached.

26. Article 25 – Grievances

Revise first sentence of Step 1 to read as follows:

“A grievance shall be submitted by the employee in writing within six calendar days after its occurrence, in ~~duplicate~~ triplicate, to the FMBA 249 representative, who shall forthwith file one copy with the Fire Chief and one copy with the Business Administrator.”

Revise Step 4 to read as follows:

“At the conclusion of the Step 3 answer, the Association shall have 30 calendar days to submit the grievance to arbitration. If the Association does not submit the grievance to arbitration within 30 days, the grievance shall be considered resolved by the Step 3 answer, and arbitration shall be forfeited.”

27. Article 26 – Extracontractual Agreements

No change.

28. Article 27 – Severability

No change.

29. Article 28 – Uniform Maintenance Allowance

No change.

30. Article 29 – Uniform Allowance

Revise Section 4 to read as follows:

“The City will provide one Class-A Uniform to each employee ~~every five years or as required. The next uniform will be supplied during the fiscal year 2010.~~”

31. Article 30 – Safety

No change.

32. Article 32 – Loyalty, Efficiency, No Discrimination

No change.

33. Article 33 – Meals

Add the following: Effective January 1, 2016, the City shall make a one-time adjustment of \$35 to each current employee's base pay.

Thereafter, the article shall read as follows:

This benefit has been eliminated through negotiations.

34. Article 34 – Term of Agreement

January 1, 2014 through December 31, 2017.

35. Exhibit "A" – Wage Schedule


Revised to include new wage guide as attached. All other language shall remain same regarding "years in grade" and college credits.

36. New Article – entitled "Essential Personnel"

The parties acknowledge and agree that members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly schedule work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours for any reason including but not limited to a weather-related event or an unscheduled holiday declared by the Mayor. Therefore, employees of this bargaining unit shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related event or an unscheduled holiday declared by the Mayor.

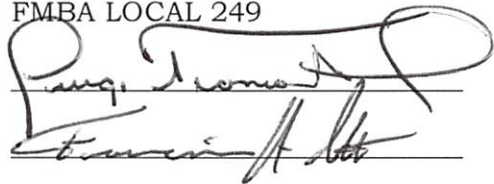
The parties have reached this tentative agreement and understand that such is subject to the ratification by the City and FMBA. The negotiating committees of the City and FMBA agree to recommend these terms and conditions of agreement to their respective bodies for ratification.

City of Vineland



Two handwritten signatures in blue ink are written over two horizontal lines. The top signature is in black ink and the bottom one is in blue ink.

FMBA LOCAL 249



Two handwritten signatures in black ink are written over two horizontal lines.



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ARTICLE 9 - WAGES

1. Effective January 1, 2014, the Captain and Lieutenant guide shall each receive a one and six tenths (1.6%) percent increase.
2. Effective January 1, 2015, the Captain and Lieutenant guide shall each receive a one and six tenths (1.6%) percent increase.
3. Effective January 1, 2016, thirty five (\$35) dollars shall be added to each step on the Captain and Lieutenant wage guide.
4. Effective January 1, 2016, the first step of the Lieutenant wage guide shall be \$86,735 (which includes the \$35 referenced in paragraph 3 above). All other steps shall be increased in accordance with the grade multiplier provided for in the contract.
5. Effective January 1, 2016, the first step of the Captain wage guide shall be \$104,035 (which includes the \$35 referenced in paragraph 3 above). All other steps shall be increased in accordance with the grade multiplier provided for in the contract.
6. Effective January 1, 2017, the Captain and Lieutenant guide shall each receive a one and six tenths (1.6%) percent increase.
7. The wage guide shall be included in Exhibit "A" Wage Schedule.



FMBA-249

Exhibit "A" - Wage Schedule

| | <u>Captain</u> | | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> |
|---------------|----------------|------|-------------|-------------|-------------|-------------|
| Step 1 | 0-1 Years | 0% | \$101,058 | \$102,675 | \$104,035 | \$105,700 |
| Step 2 | 2-3 Years | 1% | \$102,069 | \$103,702 | \$105,076 | \$106,757 |
| Step 3 | 4-5 Years | 2% | \$103,080 | \$104,729 | \$106,116 | \$107,814 |
| Step 4 | 6+ Years | 3.5% | \$104,596 | \$106,269 | \$107,676 | \$109,399 |

| | <u>Lieutenant</u> | | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> |
|---------------|-------------------|------|-------------|-------------|-------------|-------------|
| Step 1 | 0-1 Years | 0% | \$82,912 | \$84,238 | \$86,735 | \$88,123 |
| Step 2 | 2-3 Years | 1% | \$83,741 | \$85,081 | \$87,602 | \$89,004 |
| Step 3 | 4-5 Years | 2% | \$84,570 | \$85,923 | \$88,470 | \$89,885 |
| Step 4 | 6+ Years | 3.5% | \$85,814 | \$87,187 | \$89,771 | \$91,207 |

ARTICLE 24 – HEALTH BENEFITS

§1. No change.

§2. Revise to read as follows: “The City shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all other benefits included in the New Jersey State Health Benefits Program (SHBP). Employees will be subject to any co-payment established by the medical coverage selected by the employee. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially similar to the plans and coverages provided from time to time under the New Jersey State Health Benefits Plan.”

Effective January 1, 2015, the City shall provide health insurance to all employees and their eligible dependents subject to any employee contribution or co-pay as required by New Jersey law. Employees may transfer from plan to plan during open enrollment. The benefits are more specifically provided for and explained in a brochure available to employees. Employees will be subject to any co-payment established by the medical coverage selected by the employee. The City retains the unilateral right to select the insurance carrier or to be self-insured for the provision of any health benefits, so long as the overall level of benefits or administrative procedures is substantially similar to the plans and coverages provided from time to time under the current plan.

§3. No change.

§4. No change.

§5. No change.

§6. Add “and City Policy” to the end of the sentence.

§7. Revise to read as follows:

“The City retains the right to select the insurance carrier or to be self-insured for the provision of any health benefits. Any change in insurance provider that is not substantially similar to the level of benefits or administrative procedures currently in place will be subject to negotiation.”

Add new §8 to read as follows:

The City offers a cafeteria plan pursuant to Section 125 of the Internal Revenue Code, whereby employees who receives health benefits from an entity



other than the City may waive City provided health benefits and receive an incentive as follows:

| | <u>Medical</u> | <u>Prescription</u> |
|----------------------------------|----------------|---------------------|
| Family Coverage Incentive: | \$1,500 | \$1,000 |
| Husband/Wife Coverage Incentive: | \$1,300 | \$650 |
| Parent/Child Coverage Incentive: | \$1,400 | \$650 |
| Single Coverage Incentive: | \$750 | \$400 |

The waiver incentive shall be considered a supplemental pay and subject to a flat tax in accordance with IRS rules. The City's policy to allow employees to waive coverage and the amount of the incentive is not negotiable and is subject to change from time to time. The City also reserves the right to discontinue the waiver payment at any time. In addition, in the event spouses or civil union partners are both employed by the City, health insurance coverages provided herein, including but not limited to the Prescription Plan, shall be afforded to only one designated spouse with the other spouse covered as a family member. Further, eligible children can only be covered by one participating subscriber. No waiver payment shall be paid to any employee whose spouse or civil union partner is also employed by the City and receives his/her health insurance from the City.

Employees who waive coverage under these provisions may immediately resume City provided health benefits if they lose their health benefits with the other entity.

Add new §9 to read as follows: All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L. 2011, Chapter 78, Pension and Health Benefit Reform Law adopted June 28, 2011. Payments shall be made by the way of withholdings from each employee's payroll checks. The City shall establish and adopt a Section 125 Plan so that said contribution would be 'pre-tax'.

