

RESOLUTION NO. 2018 - 332

A RESOLUTION APPROVING AGREEMENT WITH THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 249 FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2021.

WHEREAS, the Firemen's Mutual Benevolent Association (FMBA), 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 FMBA, Local 249 with ratification of the attached Memorandum of Agreement (MOA) by the Union on August 6, 2018.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that said MOA is ratified, and a Collective Bargaining Agreement between the parties from January 1, 2018 through December 31, 2021 shall be prepared consistent with the MOA, 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

CITY OF VINELAND

AND

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 249

This Memorandum of Agreement (MOA) is between the City of Vineland (the City) and the FMBA LOCAL 249 (FMBA 249). This MOA is entered into this 27th day of AUGUST, 2018.

The City and FMBA 249 have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2017. The City and FMBA 249 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

Memorialize current practice by adding “Chief and Deputy Chief” to list of exclusions.

3. Article 2 – Tour of Duty

Remove the following to §2: The City may, in its discretion, create or abolish the positions of Lieutenant and amend Article 3, Section f to read as follows: “the maintenance of the efficiency of its operations and employees as well as the establishment, creation, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification or title, department operation or service.”

4. Article 3 – Management Rights

No change.

5. Article 4 – Maintenance of Standards

No change.


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

New §4: Employees shall submit requests to attend the FMBA convention and scheduled monthly union meetings at least thirty (30) days in advance. All other union leave requests shall be made as soon as the meeting/event date is set. In the event the convention or scheduled monthly meeting is changed due to an unforeseen circumstance, employees shall notify the Chief as soon as possible of the revised date.

7. Article 6 – Check-Off and Agency Shop

No change.

8. Article 7 – Nondiscrimination

No change.

9. Article 8 – Personnel Records

No change.

10. Article 9 – No Strike Pledge

No change.

11. Article 10 – Wages

Shall be as attached.

12. Article 11 – Pay Period

Revise §1 to read “The City shall, in its discretion, pay employees weekly or bi-weekly on the applicable Friday, provided that weekly or bi-weekly pay is instituted for all City employees and 60 days’ notice is given to employees. Should payday occur on a holiday, paychecks shall be issued on the day preceding the holiday.

13. Article 12 – Promotions and Promotional Benefits

No change.

14. Article 13 – Vacations

§1. Revise fourth paragraph to read as follows:

“A captain and lieutenant on the same platoon may not be off at the same time for any scheduled leave, which shall be defined as vacation, personal, compensatory time or convention leave. Leave shall be granted by rank, then seniority.”

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Revise §1 c. from "216 hours" to "240 hours"

§4. Revise first paragraph to read as follows:

"Vacations shall be scheduled as desired by the employee, so far as practicable. Vacation requests for any time during the year and submitted between January 1 and the last day of February shall be granted by rank, then seniority and thereafter on a first come first serve basis. ~~Vacation requests for any time during the year and submitted between March 1 and April 30 shall be granted on a first come first serve basis.~~ All vacation requests for the entire year shall be submitted prior to ~~May 1~~ June 1, except that ~~lieutenants~~ employees may delay the submission of up to ~~72~~ 24 hours until ~~August 31~~ December 1st, and ~~captains~~ may delay the submission of up to ~~72~~ hours until ~~November 30~~. Vacation leave ~~desired prior to May 1~~ shall be submitted at least five days in advance. The Fire Chief shall respond to a vacation request within ~~five~~ three days of its receipt. An employee may cancel scheduled vacation leave prior to September 1, provided that the leave is rescheduled in accordance with the parameters outlined above. After September 1, leave may only be rescheduled in extenuating circumstances and must be rescheduled at the time of cancellation. Leave may be canceled by the Fire Department at any time for an emergency reason as determined by the Fire Chief and Fire Director. All rescheduling is contingent upon adequate staffing. An employee who is denied vacation leave shall have right of first refusal should said leave become available.

New Add:

In the event it is determined by the Fire Chief, in his sole discretion, that scheduling of vacation time by December 1st is causing scheduling issues in the department, then the deadline of December 1st shall change to November 1st. The Chief has until December 15, 2019 to exercise his discretion in regards to this clause, if not acted upon, the December 1st deadline becomes the standard the parties shall follow. However, in the event the Chief wishes to make this change, he shall notify the union on or before December 15th and the change shall become effective for the next calendar year."

Second paragraph to remain as is.

15. Article 14 – Holiday Pay

No change.

16. Article 15 – Education and Training Incentives

- Revise §2 as follows: The City shall provide up to 48 hours annually of official...
- Revise §2 Paragraph 2 to read: Employees shall submit to the Fire Chief a written request for educational leave three tours prior to the start of the seminar or training course. This request shall include the title of the seminar or training course. The Fire Chief shall approve or disapprove the request for educational leave on the employee's next tour of duty. The Fire Chief may deny educational leave when the platoon has

insufficient manning. An approved request will not be rescinded by the Fire Chief unless there is justifiable cause.

New Section 3 – Live Burn Training:

"Each employee shall be required to attend, on an off duty day, a minimum of two separate six hour live burn training sessions per year, for the purpose of mandatory training at a live burn training facility per calendar year, in fulfillment of their annual live fire training requirement. Sessions shall be scheduled by the Chief or his designee at least 30 calendar days in advance. This shall not preclude live burn training from taking place during an employee's regular tour of duty. In addition, an employee may be required to submit acceptable medical evidence substantiating his/her illness from a physician acceptable to the City if he/she is absent for a scheduled live burn training. In the event of special extraordinary circumstances, the Director of Fire, Chief of Department or his designee shall grant an excused absence for an employee scheduled for live burn training.

For the off-duty live burn training, employees shall elect to receive either compensatory time at a regular rate of one and one half hours for every hour actually worked or their regular straight time hourly rate for all hours actually worked. In the event the hours worked during this training cause an employee to exceed 159 hours in a 21 day cycle, and the employee chose to receive straight time pay for the live burn training, the employee shall receive an additional half-time payment for all hours actually worked in excess of 159 during that period. Any payment for training while on duty shall be paid as regular on-duty pay for the employee."

17. Article 16 – Travel Allowances

No change.

18. Article 17 – Court Time

No change.

19. Article 18 – Sick Leave

Section 2 – Add: "Sick leave shall be taken in an initial three (3) hour increment and then hour for hour. However, in the event the employee's sick leave will be less than three hours and will not cause overtime or cause the shift to drop below minimum manning, the employee may take sick leave in hour for hour increments. The employee must receive prior approval to take leave in less than an initial 3 hour increment."

20. Article 19 – Funeral Leave

No change.

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21. Article 20 – Personal Leave

Revise Article in its entirety to read as follows:

§1. Each employee shall receive 96 personal leave hours annually. Said personal leave shall be granted ~~by the City upon three calendar days prior with or without notice provided there is adequate staffing upon an employee's~~ written request of the employee, which request shall be in a form directed to the Director of Fire and/or Fire Chief or their designee. Such request shall be granted, at the discretion of the Director and/or Fire Chief or designee so long as the employee's absence can be permitted without interference with the proper conduct of the Department. ~~Personal leave shall not accumulate. In the event of special extraordinary circumstances, the Director of Fire and/or Fire Chief or their designee, may waive the three calendar day notice provision of this Article.~~ Personal leave shall be taken in an initial four hour increment and then in increments of one hour. Each separate instance shall require an initial four hour increment.

§2. Members of FMBA-249 and employees in their final year of service shall earn eight personal leave hours per month. An employee who enters the FMBA-249 during the first 15 days of a month shall receive a full month of work credit for the purpose of determining personal leave hours. An employee who enters the FMBA-249 after the 15th day of a month shall not accrue any personal leave for said month. An employee who terminates employment during the first 15 days of a month shall not accrue any personal leave for said month. An employee who terminates employment after the 15th day of a month shall receive a full month of work credit for the purpose of determining personal leave hours.

§3. Personal leave shall not accumulate from year to year, nor shall it be paid out to employees upon separation of employment. In the event an employee dies or otherwise terminates employment and has used a greater number of personal leave hours than have accrued to his/her benefit during the year of death or termination of employment the value of the excess leave will be withheld from the last paycheck due the employee. If the deficiency exceeds the last paycheck, then the employee or the employee's estate shall pay back to the City the amount owed for any overused personal leave taken.

Add new: A captain and lieutenant on the same platoon may not be off at the same time for any scheduled leave, which shall be defined as vacation, personal, compensatory time or convention leave. Leave shall be granted by rank, then seniority.

22. Article 21 – Leave of Absence and Military Leave

§3. Change "Director of Public Safety to "Director of Fire".

No other changes.

23. Article 22 – Overtime

Section 1, second paragraph – add the following:

“When employees 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. This shall not apply to Live Burn training. In addition, when an employee is moved from their regular 24/48 hour schedule to an alternate work schedule for the purposes of training, no overtime shall be paid unless the employee actually works more than 40 hours in a week, including travel time.”

Section 4 – add “or convention leave” to definition of “scheduled leave”.

Section 4 – increase cap on compensatory time from 144 hours to 156 hours.

Add: Any officer that works overtime on Easter Day, Thanksgiving Day or Christmas Day shall be compensated at twice their normal rate of pay. This includes any hours worked outside the covered holiday where the majority of the hours worked included time on the holiday.

24. Article 23 – Acting Assignments

No change.

25. Article 24 – Retirement

Delete the word “personal” from §1 and §2.

Revise §3 to read “Upon an employee’s retirement, the City shall pay each employee 50% of all earned sick leave up to a maximum of \$15,000.

Eliminate last sentence of §4.

26. Article 25 – Health Benefits

Replace Section 2 with the following: Effective January 1, 2018, the City shall provide, as the base plan, the State Health Benefits Plan, New Jersey Horizon Direct 15/25 Plan or Aetna Freedom 15/25 Plan. In the event the employee chooses a plan with a higher premium, the employee shall pay the difference in the premium between the NJ Direct 15/25 or Freedom 15/25 Plan and the plan selected. No reimbursements or compensation will be paid in the event an employee chooses a plan with a lower premium than the NJ Direct 15/25 or Freedom 15/25 Plan. 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.

§9. No change.

27. Article 26 – Grievances

No change.

28. Article 27 – Extracontractual Agreements

No change.

29. Article 28 – Severability

No change.

30. Article 29 – Uniform Maintenance Allowance

No change.

31. Article 30 – Uniform Allowance

Eliminate “The City shall stock one spare work uniform per employee (one long sleeve shirt, one short sleeve shirt and one pair of pants).” This Agreement made with the understanding that the Chief shall take steps to the extent possible to reduce the amount of time it takes to get a new uniform when one is needed.

Effective January 1, 2018, a one-time adjustment of \$75 to base pay for the purchase of T-shirts shall be made. The type of T-shirt shall be determined at the discretion of the Chief.

32. Article 31 – Safety

No change.

33. Article 32 – Fair Labor Standards Act

No change.

34. Article 33 – Loyalty, Efficiency, No Discrimination

No change.

35. Article 34 – Meals

Revise Article to read:

“This benefit has been eliminated through negotiations”.

36. Article 35 – Essential Personnel

No change.

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37. Article 36 – Term of Agreement

Term of years shall be four years (January 1, 2018 - December 31, 2021).
New language shall be added to read as follows:

The parties agree that negotiation for a new collective bargain agreement shall be conducted in accordance with the rules of the Public Employee Relations Commission.

38. New Article: Light Duty

Any 24/48 hour employee injured on the job and thereafter assigned to light duty shall report on their assigned shift from 7:30 a.m. until 5:30 p.m. provided all work assigned to the employee for that shift is completed by 5:30 p.m. Light duty shall not be available for employees who suffer a non-work-related injury.

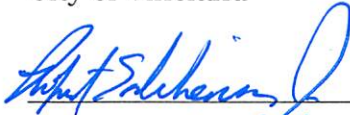
Any employee on an alternate/daytime schedule who is injured on the job and thereafter assigned to light duty shall report for their normal duty.


39. Re-align Article Numbers to be consistent with FMBA 49 to the extent possible.

40. No other changes.

This MOA is subject to the ratification of the FMBA 249 and approval by the City. The bargaining committees of the FMBA 249 and City agree to recommend approval to their respective bodies.

City of Vineland





FMBA Local 249





ARTICLE 10 - WAGES
FMBA-249 Negotiations

1.50%	1.75%	1.75%	2.00%
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<u>Captain</u>			<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Step 1	0-1 Years	0.0%	\$105,700	\$107,285	\$109,162	\$111,072	\$113,293
Step 2	2-3 Years	1.0%	\$106,757	\$108,357	\$110,253	\$112,182	\$114,425
Step 3	4-5 Years	2.0%	\$107,814	\$109,430	\$111,345	\$113,293	\$115,558
Step 4	6+ Years	3.5%	\$109,399	\$111,039	\$112,982	\$114,959	\$117,258

<u>Lieutenant</u>			<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Step 1	0-1 Years	0.0%	\$88,123	\$89,444	\$91,009	\$92,601	\$94,453
Step 2	2-3 Years	1.0%	\$89,004	\$90,338	\$91,919	\$93,527	\$95,397
Step 3	4-5 Years	2.0%	\$89,885	\$91,232	\$92,829	\$94,453	\$96,342
Step 4	6+ Years	3.5%	\$91,207	\$92,574	\$94,194	\$95,842	\$97,758

Name	Date Made	Step	2017	2018	2019	2020	2021
Capt. Francisco Saltar	2016	1	\$105,700	\$108,357	\$110,253	\$113,293	\$115,558
Capt. David Bell	2017	1	\$105,700	\$107,285	\$110,253	\$112,182	\$115,558
Capt. John Hendershott	2017	1	\$105,700	\$107,285	\$110,253	\$112,182	\$115,558
Lt. Paul Harvey	2015	2	\$89,004	\$90,338	\$92,829	\$94,453	\$97,758
Lt. Michael Feaster	2017	1	\$88,123	\$89,444	\$91,919	\$93,527	\$96,342
Lt. Terrance McManus	2017	1	\$88,123	\$89,444	\$91,919	\$93,527	\$96,342