

RESOLUTION NO. 2021 - 592

A RESOLUTION APPROVING AGREEMENT WITH THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 249 FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2031.

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 November 8, 2021.

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, 2022 through December 31, 2031 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

&

Firemen's Mutual Benevolent Association, Local 249

This Memorandum of Agreement (MOA) is between the City of Vineland (City) and the Firemen's Mutual Benevolent Association, Local 249 (FMBA-249). This MOA is entered into this 23RD day of NOVEMBER, 2021.

The City and IAEP have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which is due to expire on December 31, 2021. The City and IAEP 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:

Various Articles

The title of "Captain" shall be renamed to the title of "Battalion Fire Chief".

The title of "Lieutenant" shall be renamed to the title of "Captain".

The title of "Lieutenant" shall be abolished. However, the City may, in its sole and unilateral 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.

Article 2 - Tour of Duty

Add sentence to the end of §1:

The City reserves the right to allow flex time based on the needs of the Fire Department for daytime fire officers. All flex time requests must be in writing by the Fire Chief or designee no later than seven calendar days before the time requested.

§2. Remove the word "funeral", since that benefit has been negotiated for 40 hour employees.

Revise last sentence to read: The conversion rate for 40 hour employees shall be 40 divided by 56 = .7143.

Add sentence to the end of §3:

The City shall have the right to establish alternative daytime shift schedules other than the current 40-hour work week, not to exceed 50 hours in a work week by rank, then seniority. The parties agree that employees assigned to the daytime shift shall not count toward minimum manning. Any employee assigned to an alternative daytime shift shall receive benefit time, such as vacation, personal, sick and funeral leave, at a rate proportional to 56 hour work week employees. For example, the conversion rate for 50 hour employees shall be 50 divided by 56 = .8928.

Switch the order of appearance for sections 2 and 3.

Article 11 - Wages

Wages shall be as set forth in Exhibit "A" - Wage Schedule to become effective on January 1 of each year.

There shall be no retroactivity of wages increases for year 2022. The City will endeavor to process wage increases as quickly as possible.

In the event the National Bureau of Economic Research declares a recession in the United States, the parties shall meet to discuss this issue. Upon mutual agreement by both parties, the Agreement may be reopened to renegotiate wages.

Article 15 - Education and Training Incentives

Add the following to §3 (new second paragraph):

40 hour employees will attend live burn training while on-duty and shall not be receive overtime for this training. In the event a 40 hour employee is required to attend live burn training while off-duty, then said employee will be compensated as other employees assigned to tours of duty as set forth below. Any employee assigned to a new alternative daytime shift schedule shall follow this provision as well.

Article 17 - Funeral Leave

Revise Article to read:

- §1. An employee who is notified while on-duty of a family member's death as listed in this section shall be excused with pay for the whole or remainder of his or her tour of duty or work shift. Such excused time shall be in addition to funeral leave described in this section and shall not be charged to any other accrued leave time.
 - a. A maximum of 48 hours in the event of the death of the employee's spouse, civil union spouse, domestic partner, son, daughter, mother, father, step-mother, step-father and step-child (a maximum of five calendar days or 40 hours for a 40 hour employee).
 - b. A maximum of 24 hours in the event of the death of the employee's grandfather, grandmother, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandparents of the spouse, step family members and other relatives residing in employee's household (a maximum of three calendar days or 24 hours for a 40 hour employee).
- §2. To be eligible for funeral leave, the employee must attend the funeral services. At the discretion of the employee, funeral leave shall be contiguous and consecutive to either the date of death or the date of the funeral services, whether the tours or work shifts are working or off-duty days between tours. Funeral leave requests shall be subject to the approval of the Director of Fire or Fire Chief, which shall not be unreasonably denied.
- §3. If the funeral service is held over a distance greater than a 350-mile radius from the City, then such funeral leave will be extended by 24 hours (one day or eight hours for a 40 hour employee). This is conditioned upon the employee actually traveling to the funeral from Vineland.

§4. Extraordinary circumstances, such as multiple deaths, shall be dealt with by the Director of Fire or Fire Chief.

Article 22 - Overtime

Revise §5 to read:

Compensatory time may be earned in lieu of overtime payments pursuant to the FLSA at the request of the employee. However, an employee balance of available compensatory time shall not exceed 156 hours at any time. Compensatory time shall be granted in accordance with the written request of an employee to the Director of Fire or Fire Chief so long as the employee's absence can be permitted without interference with the proper conduct of the Department. If the Director of Fire or Fire Chief are unavailable to respond to a compensatory time request, the Deputy Fire Chief may respond to the request of a battalion fire chief provided a captain is on-duty for the period of the requested leave.

Employee may carry over up to 156 compensatory time hours to the next calendar year. However, all compensatory time shall be taken prior to the employee's retirement. In the event the employee is approaching retirement and has a compensatory time balance, the City may direct the employee to take the compensatory time on a date and time chosen by the City.

Article 25 - Health Benefits

Revise §2 to read:

The City shall provide, as the base plan, the State Health Benefits Plan, New Jersey Horizon Direct 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 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. 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.

Revise §4 to read:

An employee who retires with at least 25 years of creditable service in the New Jersey Police and Firemen's Retirement System or Public Employees Retirement System shall receive the same prescription coverage as active employees, which may change from time to time, until said employee:

- a. Obtains employment having prescription coverage comparable to active employees. However, retired employees may re-enroll in the City prescription program given to active employees should said employment cease; or
- b. Becomes eligible for a federal or state subsidized prescription program, such as Medicare.
- c. Receives prescription coverage as a retiree through the SHBP.

It is the retired employee's responsibility to notify the City's Personnel Office upon the occurrence of any event as described in this section above.

Revise §9 to read:

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'. Specifically, employees shall contribute a percentage of the premium as follows:

Salary Range	Single	Member/Spouse/Partner & Parent/Child	Family
less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%
45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%
85,000-89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%
95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

Article 30 - Uniform Allowance

Revise sections 1 and 2 to read:

- §1. The City shall inspect work uniforms once annually in November and replace damaged, obsolete or worn work uniforms as needed. Should an employee need to replace a damaged uniform item at any time throughout the year, the uniform item shall be returned to the City, and a stocked item shall be issued. Employees shall maintain their uniforms in a professional and clean condition.

Employees shall purchase their own T-shirts. The type of T-shirt shall be determined at the discretion of the Fire Chief.

§2. The City shall reimburse up to \$120 per employee annually upon submission by employee of a paid receipt for safety toe shoes meeting ASTM-F2412 or ASTM-F2413 specifications.

Add a new section to read:

§3. The City shall reimburse up to \$500 per employee every three years for the purchase of a leather helmet approved by the Fire Chief or Fire Director. In the discretion of the Fire Chief or designee, the three year requirement may be waived if the employee's helmet is damaged on the job.

Renumber remaining sections.

Article 37 - Term of Agreement

10 year agreement from January 1, 2022 through December 31, 2031.

Exhibit "A" - Wage Schedule

Battalion Fire Chief (Formerly Captain)

Step	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
1 0-1	\$120,875	\$123,764	\$126,771	\$130,333	\$133,604	\$137,238	\$141,355	\$145,596	\$149,964	\$155,588
2 2-3	\$122,009	\$124,925	\$127,961	\$131,557	\$134,859	\$138,527	\$142,683	\$146,963	\$151,372	\$157,048
3 4-5	\$123,143	\$126,086	\$129,150	\$132,779	\$136,112	\$139,814	\$144,008	\$148,328	\$152,778	\$158,507
4 6+	\$124,843	\$127,827	\$130,933	\$134,612	\$137,991	\$141,744	\$145,996	\$150,376	\$154,887	\$160,695

Captain (Formerly Lieutenant)

Step	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
1 0-1	\$102,035	\$104,474	\$107,013	\$110,020	\$112,782	\$115,850	\$119,326	\$122,906	\$126,593	\$131,340
2 2-3	\$102,980	\$105,441	\$108,003	\$111,038	\$113,825	\$116,921	\$120,429	\$124,042	\$127,763	\$132,554
3 4-5	\$103,926	\$106,410	\$108,996	\$112,059	\$114,872	\$117,997	\$121,537	\$125,183	\$128,938	\$133,773
4 6+	\$105,344	\$107,862	\$110,483	\$113,588	\$116,439	\$119,606	\$123,194	\$126,890	\$130,697	\$135,598

City of Vineland





FMBA, Local 249




