

RESOLUTION NO. 2022 - 39

A RESOLUTION APPROVING AGREEMENT WITH THE FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 49 FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2029.

WHEREAS, the Firemen's Mutual Benevolent Association (FMBA), Local 49 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-78-110 by the NJ Public Employment Relations Commission dated March 29, 1978, as follows:

All uniformed paid firefighters (including employee classifications of firefighter 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; and

WHEREAS, negotiations have been undertaken, and an agreement has been reached between the City of Vineland and FMBA, Local 49 with ratification of the attached Memorandum of Agreement (MOA) by the Union on January 12, 2022.

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, 2029 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 49

This Memorandum of Agreement (MOA) is between the City of Vineland (City) and the Firemen's Mutual Benevolent Association, Local 49 (FMBA-49). This MOA is entered into this 31ST day of JANUARY, 2022.

The City and FMBA-49 have engaged in collective bargaining negotiations regarding a new agreement to replace the current agreement between the parties which expired on December 31, 2021. The City and FMBA-49 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

Clean up where Director, Chief and designee are mentioned to "Director of Fire, Fire Chief or their designee".

Article 2 - Tour of Duty

Add the following to Article:

In the event an employee is transferred, the City shall honor the employee's approved scheduled leave for the duration of the calendar year in which the transfer occurred, unless it conflicts with any existing provision in this Agreement related to convention leave or mandatory training. Extenuating circumstances shall be at the discretion of the Director of Fire.

Revise §1(f) to read:

In the event the City exercises their right to establish up to a 50 hour work week, the new "daytime shift" shall receive all leave time "day for day" as to what a 40 hour employee now receives. For example, if a 40 hour employee receives 15 sick leave days, the new daytime shift employee shall receive 15 sick leave days even if the workday is longer.

Create §1(g) to read:

The creation of an alternate daytime shift shall not eliminate the right of the City to continue to staff 40 hour daytime positions. All daytime positions shall adhere to the 7:30 am start time as stated herein.

Article 5 - FMBA-49 Representatives, Members and Delegates' Rights

§4. Remove the word "other" from the second sentence, so that it reads:

All union leave requests shall be made as soon as the meeting/event date is set.

Article 11 - Wages

Revise Article 11 - Wages to read:

§1. Employee salaries shall be paid as follows:

- a. Effective January 1, 2022, a new wage guide shall be in effect and the wage guide in the prior collective bargaining agreement shall be abolished. The new wage guide is attached hereto as Exhibit "A" and made a part hereof.
- b. Employees shall be paid in accordance with the schedule attached hereto as Exhibit "C" and made a part hereof. All employees shall receive compensation as set forth in this scattergram of employees which both parties will sign, and a copy of which will be provided to the Union representatives, Business Administrator and Payroll Supervisor. All step movement, as provided for above shall continue upon expiration of this Agreement, until a successor agreement is agreed upon by the parties.
- c. An employee hired prior to January 1, 2017 shall be placed on Step 1 for the duration of the calendar year in which the employee was hired and move to Step 2 on the next January 1st. For example, an employee hired in March, 2015 shall move to Step 2 on January 1, 2016.
An employee hired between January 1st through September 30th of any year after 2016 shall likewise be placed on Step 1 for the duration of the calendar year in which the employee was hired and move to Step 2 on the next January 1st. However, an employee hired after September 30th of any year after 2016 shall move to Step 2 on the January 1st following the employee's one-year anniversary of hire date. Thereafter, such employee shall move one step at a time on January 1st.
- d. Intergovernmental Transfers shall be credited with years of service for wage purposes only. The employee shall be placed on the appropriate wage step as determined and agreed upon by both parties.

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

§3. 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 13 - Vacations

Revise §1, last paragraph to read:

No more than two 24/48 hour employees may be off at the same time for any scheduled leave, which shall be defined as vacation, personal or compensatory time or convention leave. Before June 1st, additional employees shall be approved for scheduled leave by the Fire Chief or Deputy Fire Chief provided it does not create an overtime situation. This scheduled leave shall be approved five days beforehand. After June 1st, additional employees may be approved for scheduled leave provided it does not create an overtime situation.

Revise §4, first paragraph to read:

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 last day of February shall be granted by seniority and, thereafter on a first come first serve basis. All vacation requests for the entire year shall be submitted

prior to June 1, except that employees may delay the submission of up to 24 hours until December 1st. All vacation leave shall be submitted at least six days in advance. Approval shall be contingent upon adequate staffing. The Fire Chief or designee shall respond to a vacation request within **six** 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 at any time for an emergency reason as determined by the Director of Fire, Fire Chief or **their** designee. All rescheduling is contingent upon adequate staffing. If an employee is denied vacation leave, said employee shall have right of **first** refusal should said leave become available.

Delete §4, second paragraph which reads:

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.

Article 15 - Education and Training Incentives

Revise §3 to read:

§3. 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 Fire Chief or 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, Fire Chief or their designee shall grant an excused absence for an employee scheduled for live burn training.

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.

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.

Article 17 - Court Time

Revise §5 to read:

Pursuant to City policy, employees shall be granted leave with pay for time required to attend jury duty that is scheduled during working hours. In the event a 24-hour employee is on-duty on a regularly scheduled tour on the night before being required to report for jury duty, the employee shall be excused at 7:30 pm for the remainder of the tour. Upon the conclusion of jury duty that occurs on a regularly scheduled working tour, the employee shall report to work for the remainder of the tour.

All employees shall use the court's juror scheduling system in advance to determine whether they will be required to report for jury duty.

Article 19 - 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. However, the amount of funeral leave that an employee is entitled to for each death shall not be reduced due to multiple deaths that may occur at once.

Article 21 - Leave of Absence and Military Leave

Add new section to read:

In the event a 24-hour employee is on-duty on a regularly scheduled tour on the night before being required to report for military duty, the employee shall be excused 12 hours prior to the reporting time for military duty.

Article 23 - Acting Assignments

Revise Article to read:

In the event that a platoon has only one career officer that is normally assigned to that platoon, an on-duty employee assigned to ride in the officer's seat shall be paid a \$100 per tour stipend after being assigned to that position for a minimum of four hours.

The City agrees to assign as acting officer the most senior firefighter on the shift who is on the current promotion list. If a current promotional listed firefighter is not available, the senior firefighter on the shift that meets Department Standard Operating Procedures and meets the State Incident Command requirements shall receive acting pay if assigned to that position for a minimum of four hours.

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 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.

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 37 - Term of Agreement

Eight year agreement from January 1, 2022 through December 31, 2029.

New Article

Create new article to read Firefighter/EMT as follows:

The primary job function of Vineland Fire Department employees as of January 1, 2022 is fire suppression. In the event the City elects to change the current job title for new hires to Firefighter/EMT, only employees hired with this title may be required to obtain EMT certification. At no time will employees be required to staff a Basic Life Support (BLS) unit while on-duty. This shall not preclude firefighters from covering an EMS/BLS shift on their off-duty days. In the event the EMS Division is unable to fill available shifts after exhausting all overtime options, Fire Department personnel with EMT certification may cover said shifts during off-duty hours. The Fire Department will maintain a rotating EMT overtime list of those members who agree to perform EMS work. All EMS work performed off-duty will be paid at time and one-half.

Employees who maintain EMT certification and agree to perform EMS work will be compensated \$1,000 annually. This compensation will be paid as a weekly base pay adjustment added to the employee's base salary. Any Firefighter/EMT certified who does not wish to do EMS work shall not receive this base pay adjustment.

In the future, if it is discovered that engaging in EMT work precludes the firefighters from binding arbitration, then the EMT work shall cease.

In the future, if it is discovered that engaging in EMT work precludes the firefighters from participation in the Police and Firemen’s Retirement System, then the EMT work shall cease.

Time off for EMT refresher/core training and continuing education units required to maintain EMT certification shall be granted as educational leave and shall not count towards the educational leave specified in the educational leave article.

Exhibit “A” - Wage Schedule

Revise first paragraph to change retroactive language.

Revise wage scale as follows:

Step	2022	2023	2024	2025	2026	2027	2028	2029
1	\$46,744	\$47,913	\$49,230	\$50,702	\$52,350	\$54,051	\$55,808	\$57,761
2	\$48,949	\$50,173	\$51,552	\$53,094	\$54,819	\$56,601	\$58,441	\$60,486
3	\$51,155	\$52,434	\$53,876	\$55,487	\$57,290	\$59,152	\$61,074	\$63,212
4	\$53,361	\$54,695	\$56,199	\$57,879	\$59,761	\$61,703	\$63,708	\$65,938
5	\$55,567	\$56,956	\$58,522	\$60,272	\$62,231	\$64,254	\$66,342	\$68,664
6	\$57,773	\$59,217	\$60,846	\$62,665	\$64,702	\$66,805	\$68,976	\$71,390
7	\$59,979	\$61,478	\$63,169	\$65,058	\$67,172	\$69,355	\$71,609	\$74,116
8	\$62,185	\$63,740	\$65,492	\$67,451	\$69,643	\$71,906	\$74,243	\$76,842
9	\$64,390	\$66,000	\$67,815	\$69,842	\$72,112	\$74,456	\$76,876	\$79,566
10	\$66,651	\$68,317	\$70,196	\$72,295	\$74,644	\$77,070	\$79,575	\$82,360
11	\$68,855	\$70,576	\$72,517	\$74,685	\$77,113	\$79,619	\$82,207	\$85,084
12	\$71,568	\$73,357	\$75,375	\$77,628	\$80,151	\$82,756	\$85,446	\$88,436
13	\$73,635	\$75,476	\$77,551	\$79,870	\$82,466	\$85,146	\$87,913	\$90,990
14	\$75,420	\$77,306	\$79,431	\$81,806	\$84,465	\$87,210	\$90,045	\$93,196
15	\$77,626	\$79,567	\$81,755	\$84,199	\$86,936	\$89,761	\$92,678	\$95,922
16	\$79,831	\$81,827	\$84,077	\$86,591	\$89,405	\$92,311	\$95,311	\$98,647
17	\$82,033	\$84,084	\$86,396	\$88,979	\$91,871	\$94,857	\$97,940	\$101,368
18	\$84,535	\$86,648	\$89,031	\$91,693	\$94,673	\$97,750	\$100,927	\$104,459
19	\$87,037	\$89,213	\$91,666	\$94,407	\$97,475	\$100,643	\$103,914	\$107,551
20	\$89,539	\$91,777	\$94,301	\$97,121	\$100,277	\$103,536	\$106,901	\$110,643
21	\$92,304	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060

Exhibit “B” - Base Pay Adjustments

Revise to read:

The Director of Fire, Fire Chief or their designee may allow the following base-pay adjustments for employees to be added to an employee’s base pay for the period of time worked in said position. Once a base-pay adjustment has been made, it may only be disallowed after a meeting with the Business Administrator.

\$750 annual base-pay adjustments:

- Spanish/English bilingual firefighters contingent upon passing a bilingual New Jersey Civil Service Commission exam and are designated as such.

\$1,000 annual base-pay adjustments:

- Arson Investigator
- Assistant Supervising Mechanic
- Emergency Medical Technician
- Hazmat
- Maintenance
- Quartermaster
- Technical Rescue
- Training Officer

Exhibit "C" - Employee Wages

Revise to read:

Name	2022	2023	2024	2025	2026	2027	2028	2029
Daniel Walters	\$92,304	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060
Daniel Durand	\$92,304	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060
Jacob Habersham	\$92,304	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060
John Shaw	\$92,304	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060
Chris Williams	\$92,304	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060
Brett Scarpa	\$89,539	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060
Matt Haught	\$89,539	\$94,612	\$97,213	\$100,120	\$103,374	\$106,734	\$110,203	\$114,060
Rafael Lopez	\$75,420	\$79,567	\$84,077	\$88,979	\$94,673	\$100,643	\$106,901	\$114,060
Michael Reale (IGT)	\$68,855	\$73,357	\$77,551	\$81,806	\$86,936	\$92,311	\$97,940	\$104,459
Phillip McMahon	\$66,651	\$70,576	\$75,375	\$79,870	\$84,465	\$89,761	\$95,311	\$101,368
Todd Birdsall	\$62,185	\$66,000	\$70,196	\$74,685	\$80,151	\$85,146	\$90,045	\$95,922
Seth Velez	\$62,185	\$66,000	\$70,196	\$74,685	\$80,151	\$85,146	\$90,045	\$95,922
Andrew Hartman	\$57,773	\$61,478	\$65,492	\$69,842	\$74,644	\$79,619	\$85,446	\$90,990
Frank DiNunzio*	\$55,567	\$59,217	\$63,169	\$67,451	\$72,112	\$77,070	\$82,207	\$88,436
Thomas Spigelmyer*	\$55,567	\$59,217	\$63,169	\$67,451	\$72,112	\$77,070	\$82,207	\$88,436
Jorden Perez*	\$53,361	\$56,956	\$60,846	\$65,058	\$69,643	\$74,456	\$79,575	\$85,084
Joseph Wheeler*	\$53,361	\$56,956	\$60,846	\$65,058	\$69,643	\$74,456	\$79,575	\$85,084
Domick Pace	\$51,155	\$54,695	\$58,522	\$62,665	\$67,172	\$71,906	\$76,876	\$82,360
Christopher Wolfe	\$51,155	\$54,695	\$58,522	\$62,665	\$67,172	\$71,906	\$76,876	\$82,360
Harry McCormick	\$48,949	\$52,434	\$56,199	\$60,272	\$64,702	\$69,355	\$74,243	\$79,566

* Indicates hire after October 1st

City of Vineland

FMBA, Local 49






