

RESOLUTION NO. 2024- 478

A RESOLUTION APPROVING THE AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF VINELAND AND THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL 49, COVERING THE PERIOD FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2029.

WHEREAS, the City of Vineland (the "City") and the Fireman's Mutual Benevolent Association, Local 49 (the "FMBA"), are parties to a collective bargaining agreement ("CBA") covering the period from January 1, 2022 through December 31, 2029; and

WHEREAS, a member of the FMBA is assigned to the Canine Unit to provide for the care of the dog and facilities in which the dog resides; and

WHEREAS, the City and the FMBA have agreed that an annual stipend should be paid to the firefighter assigned to the Canine Unit; to be paid as follows:

four (4) hours pay per week for 52 weeks in a year, at the rate of \$15.13 per hour or the prevailing applicable minimum hourly rate, whichever is higher; the annual stipend shall be pro-rated for the period of time during which the firefighter is assigned to serve as a member of the Canine Unit; the four (4) hours pay per week shall not be paid or be counted toward contractual overtime, but rather shall be paid as straight time at the New Jersey Prevailing Minimum Wage rate per hour under the applicable provisions of the FLSA, Section 7(k); and

WHEREAS, the City and the FMBA have agreed to certain other terms and conditions, all of which are set forth on the proposed Amendment to the Collective Bargaining Agreement attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Vineland that the proposed amendment to the CBA attached hereto is approved and ratified and the Mayor and Municipal Clerk are authorized to execute the CBA on behalf of the City.

Adopted: October 22, 2024

President of Council eaa

ATTEST:

City Clerk kp

**AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF VINELAND AND FIREMAN'S MUTUAL
BENEVOLENT ASSOCIATION LOCAL 49, COVERING THE
PERIOD FROM JANUARY 1, 2022 THROUGH DECEMBER 31, 2029**

WHEREAS, the City of Vineland (the "City") and the Fireman's Mutual Benevolent Association, Local 49 (the "FMBA") are parties to a collective bargaining agreement governing the terms and conditions of employment (the "Agreement") for all uniformed paid firefighters (including employee classifications of firefighters and fire prevention specialty, U.F.D.) employed by the City, but excluding Battalion Chiefs and Captains and all volunteer firefighters, managerial executives, supervisors within the meaning of the Employer-Employee Relations Act, craft employees, clerical employees, professional employees, confidential employees, police and all other employees; and

WHEREAS, the City and the FMBA have agreed to amend the Agreement to provide for the payment of compensation to firefighters assigned to the canine unit as set herein.

Now, therefore, the City and the FMBA agree:

1. Article 11, of the Agreement is amended to a new section, which will be §4, that will read as follows:

Effective upon ratification of this Amendment, the City agrees to pay firefighters assigned to the Canine Unit for their personal care of the dog and the facilities in which the dog resides a stipend per annum. This annual stipend shall be four (4) hours pay per week for 52 weeks in a year, at the rate of \$15.13 per hour or the prevailing applicable minimum hourly rate, whichever is higher. The annual stipend shall be pro-rated for the period of time during which the firefighter is assigned to serve as a member of the Canine Unit. The four hours pay a week shall not be paid or be counted toward contractual overtime, but rather shall be paid as straight time at the New Jersey Prevailing Minimum Wage rate per hour under the applicable provisions of the FLSA, Section 7(k).

Payment made by the City is intended to cover the cost of normal feeding, care and grooming of the dog. It is further understood that the cost for food, veterinary care materials and boarding away from the firefighter's residence when necessary shall be paid by the City to a kennel of quality reputation of the City's choice. If a kennel is used, no grooming and care compensation will be paid to the employee during the period of time the canine is at the kennel.

Canine Firefighters shall work their normal duty shift and shall not be granted any on-duty time, nor released early from their normal work shift to care for the canine. However, where possible, the medical care for the canine will be scheduled during regular shift time.

City of Vineland

Firefighter's Mutual Benevolent Association
Local 49

By:

Mayor

President

Municipal Clerk