

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF PLEASANTVILLE AND INTERNATIONAL ASSOCIATION FIRE FIGHTERS LOCAL
OFFICER'S UNION 4928

THIS MEMORANDUM OF AGREEMENT ("Agreement"), is entered into by and between the CITY OF PLEASANTVILLE (hereinafter "Pleasantville" or "Employer") and IAFF LOCAL 4928 (hereinafter "Union"), on this 5 day of AUGUST, 2024.

WHEREAS, the parties have engaged in good faith negotiations on several occasions in an effort to arrive at a successor agreement to replace the current agreement between Pleasantville and the Union which terminated on December 31, 2023; and

WHEREAS, the parties have arrived at a tentative agreement subject to ratification by IAFF Local 4928 and approval by the City Council of the City of Pleasantville; and

WHEREAS, the parties seek to set forth specific changes to be made to the prior agreement in order to facilitate ratification by the Union and approval by Pleasantville.

NOW, THEREFORE, the parties have agreed to the following:

1. The provisions of this Agreement are subject to ratification by the Union membership and the City Council of the City of Pleasantville.
2. All proposals made by either party during the course of negotiations which are not specifically addressed herein are withdrawn.
3. All of the terms and conditions of the agreement currently in place between IAFF Local 4928 which covers the time period of January 1, 2021 until December 31, 2023 shall remain the same except as specifically provided herein.
4. Unless otherwise noted, any changes appearing herein shall be prospective from the signing of the contract only.

5. Article V – Vacations

Employees shall receive paid vacations according to the following schedules:

Battalion Chief 336 hours

Captains 288 hours

Juneteenth has been added as a paid holiday.

6. Article VI. Section I – Sick Leave

Sick leave shall be provided at a rate of twelve (12) days at twelve (12) hours per day equaling one hundred and forty-four (144) hours per year of employment. All unused sick leave shall be accumulated without limitations, from year to year of employment, pursuant to this Article.

Approved sick time may be used by an hour-by-hour basis, with usage of sick time beginning at shift change with proper notification, for the number of hours needed and not regulated or restricted to any block time of usage.

7. Article VI. Section V – Leave for IAFF State or National Conventions

The Executive Delegate and an Union member in good standing or designee of Local 4928 or **PFANJ** shall be granted leave from duty, with pay for travel and meeting time only, when such state meetings take place at a time which such officer is scheduled to be on duty, provided that reasonable notice is given to the Fire Chief.

8. Article VII – Recall

All off-duty Fire Officers will be called in for all working fires and other emergencies and shall receive a minimum of three (3) hours compensation for firefighter duties. Employees shall not be recalled on their vacation days except in emergencies. In the event, an employee is called in for emergency reasons, he/she shall be paid double time for all hours worked with a guarantee of a minimum of three (3) hours.

9. Article VIII. Section III Fire Official

Effective January 1, 2024, upon the position of Fire Official being vacated, a temporary officer with the credentials of Fire Official until a Fire Captain obtain credentials of Fire Official shall be appointed to the position and will have a dual title pursuant to the guidelines of NJCSC.

10. Article X. Section I – Insurance – Health and Medical Benefits

The City agrees to provide all eligible full-time employees and their dependents health benefits as provided under the New Jersey State Health Benefits with the Direct 2030 Plan option at the City's cost, subject to the employee contribution required by P.L. 2011, Chapter 78. The law is effective on June 28, 2011 for fire officers not under a collective bargaining agreement; and upon contract expiration for officers with a CBA. Fire officers who has 20 years of service or more at the expiration of the CBA are exempt from Chapter 78 upon retirement. Fire personnel shall be eligible to select greater coverage but will be 100% responsible for the difference in plan premiums. If a fire personnel so elects a greater benefit plan, the employee shall pay Chapter 78 contributions based on the SHBP Direct 2030 plan cost only and the full premium difference between the selected plan and Direct 2030. The City shall also provide dental, optical and

prescription insurance for the eligible employee and employee's family. The annual base salary contributions shall be deducted bi-weekly. Section 125 salary reduction premium only plan for tax purposes. The contribution towards health insurance shall be made by active employees only and will not be required of retirees except as may be mandated by law. The annual base salary contributions shall be deducted bi-weekly. Section 125 salary reduction premium only plan for tax purposes. The healthcare contribution made by employees will only apply to active employees, not retirees, and contributions will cease upon retirement.

Pursuant to State Health Benefits Programs, participating local employers, other than the State, is allowed to pay an employee an incentive to waive coverage if that employee is eligible for other health coverage. A waiver form must be completed and submitted during enrollment in order to receive annual payment no more than 25% of the amount saved by the employer because of the waiver or \$5,000, whichever is less.

11. Article XI – Termination

Pursuant to N.J.S.A. 11A:6-19.2 and N.J.S.A. 11A:6-19.1, any employee hired on or after May 21, 2010 their accumulation of sick time will be capped at \$15,000. For such employees, the City will not pay anything more than \$15,000 at the time of the employee's retirement in terms of compensation for sick time. Any contract provision which states otherwise will be interpreted by the City as null and void, due the preemption by state law.

Employees hired from the of New Jersey Civil Service Reemployment list with an initial or **retro** hire date prior to May 21, 2010 hours at the time of termination shall be calculated based on the provisions set forth at the time of the initial hire date.

Leave calculation for employees hired prior to the May 21, 2010 shall be computed at a rate of nine (9) days per year, for each year of service, up to a maximum of one hundred eighty (180) days. For the purpose of this provision, a day shall equal ten and one-half (10 ½) hours. The rate of pay shall be calculated by taking the employee's total pay (e.g. base wage plus longevity), and then dividing this total compensation by the number of pay periods, twenty-six (26). Divide those totals by the number of hours worked during a pay period, eighty-four (84). This total will equal the hourly rate pertaining to the one hundred and eighty (180) days.

12. Article XII – Clothing Maintenance and Allowance

All bargaining unit members covered under this agreement shall receive a total annual allowance of \$1,500.00 for both the purchase of uniforms and maintenance of uniforms, total.

All bargaining unit members covered under this agreement shall receive up to \$350 one-time amount for his/her own fire jacket.

13. Article XIII. Section IV – School Allowance and Training

Bargaining Unit Members may attend Departmental training offered through the State or any of its agencies, County or Municipal governments or their designated agents. Such attendance shall be compensated through the granting of compensatory time at the rate of one and one half (1 ½) hours for actual hours in training, to a maximum of sixty (60) training hours (equaling ninety (90) compensatory hours). Bargaining Unit Members may attend fewer than sixty (60) training hours at their discretion, but in no event may exceed more than sixty (60) training hours without prior approval in writing from the Chief.

14. Article XIII. Section V – School Allowance and Training

College Incentive eligibility specifically for the following programs only:

Fire Science
Public Safety Administration
Technical Studies
Emergency Management
Public Administration
Health Science
Business Administration

The employer agrees to allocate up to \$15,000 per calendar year for collective training courses that must benefit the majority of the department.

15. Article XVI - Wages

The salary for Fire Officers in the position as of January 1, 2024 shall be as follows:

Battalion Chief	\$130,000
Captain	\$117,000

The below wages reflect the annual increases:

Year 2024	0%
Year 2025	2.5%
Year 2026	2.5%

Fire Official \$4,000

The Deputy Chief title is removed from the organization structure.

16. Article XVII. Section III – Regular Hours of Work – Overtime

At the employee's option, he/she may select compensatory time in lieu of paid overtime. The employee shall earn one and one-half (1 ½) hours of compensatory time for every one (1) hour overtime worked. The employee may not accrue more than 480 hours of compensatory time which represents 320 hours of actual overtime work.

Employees will attempt to use their compensatory time within a "reasonable period" so long as its use does not "unduly disrupt" the operations of the fire department.

17. Article XXII Position

Any bargaining unit member covered under this agreement assuming the duties and responsibilities of the title position higher than respective officer own title shall receive that title's rate of pay starting the first day of the assignment.

18. Article XXV. Section II (Light Duty)

Upon the request of a pregnant employee or her physician, or if the employee is unable to perform the essential functions of the job (particular to their duty status) with reasonable accommodation, a pregnant employee shall be provided alternative non-hazardous duties. Such alternative duties will be performed by employee without loss of pay or benefits. Proof of pregnancy, in the form of medical documentation, will be required where the request is made by the employee or her physician

19. Article XXVI – Civilian Complaint

Complaint by a civilian against a Fire Officer shall be investigated pursuant to the department's SOP (IA) process.

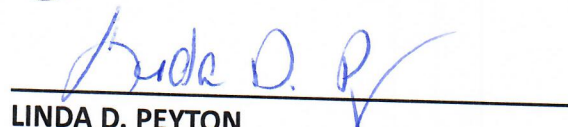
20. Article XXVII. Section I – Estate Benefits

If an employee passes away, the employee's estate shall be paid for any unused sick, vacation and comp time accumulated on a pro rata basis at the daily rate of pay that the employee was entitled to at the time of passing. Payment shall be made in one (1) lump sum within sixty (60) days after the death of the employee.

FOR THE CITY OF PLEASANTVILLE

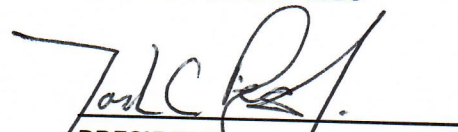


THE HONORABLE JUDY M. WARD
MAYOR CITY OF PLEASANTVILLE



LINDA D. PEYTON
BUSINESS ADMINISTRATOR

FOR IAFF LOCAL 4928



PRESIDENT

4928 REPRESENTATIVE