

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF PLEASANTVILLE AND IAFF LOCAL 2616

THIS MEMORANDUM OF AGREEMENT ("Agreement"), is entered into by and between the CITY OF PLEASANTVILLE (hereinafter "Pleasantville" or "Employer") and IAFF LOCAL 2616 (hereinafter "Union"), on this 5 day of September, 2018.

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 June 30, 2017; and

WHEREAS, the parties have arrived at a tentative agreement subject to ratification by IAFF Local 2616 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proposals made by either party during the course of the negotiations which are not specifically addressed herein are withdrawn.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 2616 which covers the time period of January 2013 until June 30, 2017 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 VI – Leaves. Section V of this Article shall be amended as follows:

The Executive Delegate of Local 2616 or the designee shall be granted leave from duty, with full pay, when such state meetings, conventions, conferences and seminars takes place at a time which such officer is scheduled to be on duty, provided that reasonable notice is given to the Fire Chief.

6. Article VII – Recall. This Article shall be amended as follows effective January 1, 2018:

A. All off-duty Firefighters will be called in for all working fires and other emergencies and shall receive a minimum of three (3) hours compensation at the overtime rate, paid on a regular pay day for that pay period.

B. Employees shall not be recalled on their vacation days except in emergencies.

7. Article X – Insurance-Health and Medical Benefits. The current paragraph contained in Section I which starts with “The City agrees to provide” shall be amended to read as follows:

The City agrees to provide such health benefits as provided under the Current Health Benefits Plan as it is established by statute for all employees covered under this Agreement, at the City’s expense, less the following annual contribution by all employees who do not opt out of the plan:

Effective July 1, 2017, contribution rates shall be set in accordance with Chapter 78, P.L. 2011 contribution rates.

Effective January 1, 2018, and for each year thereafter, contribution rates shall be set in accordance with the lesser of (1) the contribution rate for the prior year, or (2) Chapter 78, P.L. 2011 contribution rates for the current year.

8. Article XI – Termination shall be amended to read as follows:

Employees employed on or before June 30, 2017 who retire shall receive terminal leave immediately prior to retirement. Such leave 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 (10½) 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.

Employees hired on or after July 1, 2017 who retire shall receive terminal leave immediately prior to retirement. Said employees will be entitled to the remaining balance of accumulated accrued but unused sick time up to a maximum of nine hundred eighty (980) hours. This amount shall be paid at the employee's rate as of the time of retirement.

An Employee who is laid off and subsequently recalled within three (3) years from the date of layoff shall retain his/her original date of hire for purposes of calculating Terminal Leave under this Article.

9. Article XII – Clothing Maintenance and Allowance. New language to be added at the end of Item #1 reading as follows:

In addition to the allowance referenced above, employees will be provided with an additional reimbursement of up to \$350 for the purchase of approved Nomex shirts, pants and/or shoes upon proof of purchase.

Item #6 of Article XII is removed.

10. Article XIII – School Allowance and Training. Add new Section V College Incentive as follows:

Any Firefighter that earns a college degree from an accredited institution, in a public safety related field, shall receive a stipend at the following rates:

Associate Degree - \$1,200.00

Bachelor Degree - \$2,000.00

Master Degree - \$2,500.00

Accepted degrees shall meet the following criteria:

1. A degree for government employees who work in public safety.
2. The courses in public degree program shall include a global outlook, interpersonal skills, leadership abilities, an awareness of current issues, management competencies, strategic

planning, risk management, public policy program development and implementation, ethics, decision making and supervision.

3. Public service degrees must provide employee credentials and valuable knowledge and skills that make a difference.
4. Common program areas include Public Safety Administration, Technical Studies, Emergency Management, Fire Science and Fire Administration.

Degree compensation shall be continued from year to year and shall be paid in a lump sum on the first pay in December.

11. Article XVI – Wages. Section I shall be amended to reflect the agreed upon increases as follows:

July 1, 2017 – 0%

January 1, 2018 – 2.5%

January 1, 2019 – 2.5%

January 1, 2020 – 2.5%

12. Article XVI – Wages. Section III shall be amended as follows:

The employer agrees to compensate Firefighters engaged in the additional duty positions at the following rates:

Fire Investigator \$3,000

Fire Inspector \$3,000

Any Firefighter who assumes the position of Fire Official shall receive Firefighter's pay plus an additional \$6,129 stipend per annum. The sum of the Firefighters pay and the \$6,129 stipend will be subject to the increases provided for in Article XVII, Section I of the Agreement.

The current incumbent Fire Prevention Specialists shall receive Firefighter's pay plus an additional \$6,129 stipend per annum for performing the duties of a Fire Prevention Specialist. The sum of the Firefighters pay and the \$6,129 stipend will be subject to the increases provided for in Article XVII, Section I of the Agreement. Thereafter, a Firefighter performing the duties of a Fire Prevention Specialist shall receive a stipend of \$4,000 per annum.

13. Article XVII – Wages. There shall be a new Section IV which shall read as follows:

All Firefighters employed as of July 1, 2017 shall receive a one-time signing bonus in the amount of \$850 subject to all appropriate withholdings. This “signing bonus” will be paid on the first available pay period following ratification of this agreement by the Union and approval by the City of Pleasantville. This amount will not be considered as part of Employee’s base salary for pension purposes.

14. Article XXIX – Duration and Termination. Section I shall be amended as follows:

This Agreement shall remain in full force and effect from the 1st day of July, 2017 until midnight of December 31, 2020.

15. Article XXII – Position. Add the following additional language:

Firefighters that meet the requirements to assume the duties and responsibilities to title positions higher than his/her own will receive a stipend of \$1,500.00 per year. This stipend will not be placed in the case pay. It will be paid once per year in the month of November.

In order to receive the \$1,500.00 stipend, the Acting Officers must complete a minimum of thirty (30) hours of Officer Development classes per year. This stipend will be prorated in the event that a Firefighter entitled to the stipend is promoted to Captain, and/or in the event that a Firefighter receives additional pay under the terms of the Collective Bargaining Agreement for serving as an Acting Captain.

The candidate shall meet the requirements of Firefighter II as defined in NFPA 1001, Fire Officer 1 as defined in NFPA 1021 or equivalent, Fire Instructor 1 as defined in NFPA 1041 or equivalent, Incident Safety Officer as defined in NFPA 1521. These certifications will take priority over all Officer Development classes.

Additional classes that will be accepted will satisfy the requisite knowledge and skills in NFPA 1021: Fire Officer 1.

The Fire Chief or his designee will have final authorization of all classes.

For IAFF Local 2616

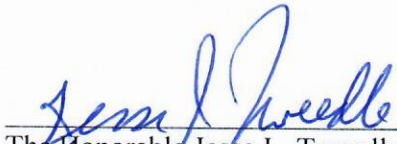


8-14-18
Date

Print Name Christopher Dinsby

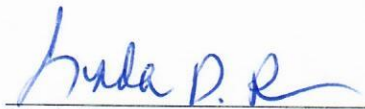
Title: President, Local 2616

For the City of Pleasantville



The Honorable Jesse L. Tweedle, Sr.
Mayor City of Pleasantville

9-6-18
Date



Linda Peyton
City Administrator

9-6-18
Date