

**Agreement**

**Between**

**Borough of Roselle, New Jersey**

**And**

**Firemen's Mutual Benevolent Association**

**Local 55**

**January 1, 2019 - December 31, 2022**

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**Roselle FMBA Local 55  
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**PREAMBLE**

This Agreement reached and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Borough of Roselle, New Jersey, hereinafter referred to as the "Borough" and the Firemen's Mutual Benevolent Association, Local No. 55 of the Roselle Fire Department, hereinafter referred to as the "FMBA 55."

**ARTICLE I - RECOGNITION**

A. The Borough recognizes the FMBA 55 as the sole and exclusive bargaining agent with respect to the rate of pay, wages, hours, and other conditions of employment for all firefighters covered by this Agreement.

B. The term "Firefighters" as used in this Agreement, shall mean and include all Firefighters, excluding call men and part-time personnel.

C. Roselle FMBA 55 holds the right to reopen this contract if the Borough of Roselle does not follow the agreements provided in this contract. This will only be able to be opened by Roselle FMBA 55.

## **ARTICLE II - AGENCY SHOP**

Any employee in the bargaining unit on the effective date of this Agreement, who does not join the FMBA 55 within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall pay a representation fee to the union by automatic payroll deduction. The representation fee shall be in the amount up to eighty-five (85%) percent of the regular FMBA 55 membership dues, fees and assessments as certified to the Borough by the FMBA 55. The FMBA 55 may revise its certification of the amount of the representation fee at any time to reflect changes in the FMBA 55 membership dues, fees and assessments. The FMBA 55's entitlement to representation fee shall continue beyond the termination date of this Agreement so long as the FMBA 55 remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the FMBA 55 and the Borough.

The FMBA 55 hereby certifies that it has established a demand and return system which provided pro rata returns and which otherwise meets the requirement of N.J.S.A. 34:13(A)-5.5 et seq.

## **ARTICLE III - MAINTENANCE OF PRIVILEGES**

To the extent that they address negotiable terms and conditions of employment, rules and regulations, general orders, directives, and memos shall not be in conflict with this Agreement.

## **ARTICLE IV - SAVING CLAUSE**

In the event that federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or section of this Agreement, all other Articles and sections not so invalidated shall remain in effect.



**ARTICLE V - PAST PRACTICE**

All other rights, benefits, and privileges enjoyed by employees which are not specifically provided for or addressed in this Agreement are hereby protected by this Agreement, including, but not limited to any rights, benefits, and privileges bestowed on the employees by laws of the United States, laws of New Jersey, Civil Service laws of New Jersey or ordinances of the Borough of Roselle.

**ARTICLE VI - PERSONNEL AND PAYROLL FILES**

A. An employee may, by appointment, review his personnel file. The appointment must be made through the Chief or in his absence, the Deputy Chief or his designee. Each review shall be conducted in the presence of the Chief or Deputy Chief or his designee.

B. Whenever anything concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.



**ARTICLE VII - GRIEVANCE PROCEDURES**

A. The following procedure for adjusting grievances between the Borough and the FMBA 55 is intended to provide the Borough and the FMBA 55 with full opportunities for the presentation and hearing of grievances, with the expectation that same will be resolved at the earliest possible stage.

Should a grievance arise between the Borough and the FMBA 55 as to the meaning, application, or operation of any of the provisions of the contract between the Borough and the FMBA 55, such grievance shall be presented by either party to the Chief of the Department as hereinafter set forth in Step 1, within no more than ten (10) days from the date of which the grievance came into being and processed in the matter set forth hereinafter.

**Step 1**

The appropriate FMBA 55 representatives, the aggrieved party, and the Chief of the Department and/or his representatives, shall meet no later than ten (10) days after presentation of said grievance with a view toward reaching a settlement of the dispute. Should an agreement not be reached within ten (10) days from the date of the meeting, the aggrieved party, through his designated representatives, shall furnish a written statement of the grievance to the Chief on a form provided by the Borough for the referral of same to Step 2.

**Step 2**

Within ten (10) days from the date of submission of the written statement hereinbefore referred to, the appropriate FMBA 55 representatives, the aggrieved party, and the Borough Administrator shall meet with a view towards reaching a settlement of the dispute. The dispute shall be deemed to be presented to the Borough Administrator when it is delivered to his/her office during normal working hours. Should an agreement not be reached within ten (10) days from the date the grievance is presented to the Borough Administrator under Step 2, then within twenty-one (21) days after the date of such presentation, the FMBA 55 may submit the grievance to the State Public Employment Relations Commission for assignment of an arbitrator.

#### **B. Arbitration**

1. Any grievance involving the interpretation or application of the provision of this Agreement, not settled by the grievance procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

2. Either party may institute arbitration proceedings when the grievance procedure has been exhausted, as set forth above. The party demanding arbitration shall request the Public Employment Relations Commission to appoint an arbitrator to hear the dispute in the matter set forth in the rules and regulations of the statement of procedure of the Public Employment Relations Commission.

3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

4. The decision of the arbitrator shall be final and binding on the FMBA 55 and the Borough.

5. The reasonable expenses of the arbitrator hereinbefore referred to shall be borne equally by the Borough and the FMBA 55. The reasonable expenses of the witnesses called by one or the other of the parties to the grievance shall be borne by them respectively. In the event that the FMBA 55 requires the

attendance of witnesses at said hearing employed by the Borough, the latter agrees to release the witnesses as requested, if same can be done without detriment to the public good, without penalty to such witnesses; similarly, in the event the Borough requires the attendance of witnesses at said hearing who are members of the FMBA 55, the latter agrees to release the witnesses as requested without penalty to such witnesses.

6. Nothing in the within grievance procedure shall eliminate, repeal, or modify local ordinances, procedures, or Civil Service procedures regarding disciplinary action filed against an individual member or members of the Department for violation of the Department's rules and regulations.

7. It is agreed that the time limits set forth in Items 1, 2 and 3 may be waived by mutual agreement by both parties, and where due to circumstances beyond their control either party may request an extension of time, but in no case shall a meeting date be later than thirty (30) days in each step from the date of presentation of the grievance.

8. It is further agreed that additional meetings in each step may be held by mutual consent, with a view towards reaching an agreement at the lowest possible step and that the Borough Administrator and the Chief to the Department or his authorized representatives may be present at any or all meetings.

9. There shall be an FMBA 55 representative present at inquiries involving FMBA 55 members. The FMBA 55 shall be notified in writing of the date and time of such inquiries. If the member being brought up on charges agrees to having the FMBA 55 meet with the Hearing Officer prior to the hearing, then such meeting shall take effect as soon as possible after the inquiry.

10. Every effort shall be made to have a hearing scheduled on the regular work day of the member against whom charges have been brought. If this cannot be accommodated, then the member being directed to attend the meeting shall be entitled to hour-for-hour pay provided that the member is found not guilty. An individual who voluntarily attends the hearing on his/her day off as a witness shall not be compensated. An individual who is required to attend on his/her day off as a witness shall be compensated by the Borough.



**ARTICLE VIII - LONGEVITY**

- A. In addition to the salary ordinance as made part of this contract, longevity shall be paid as hereinafter fixed and determined, such longevity pay to be considered as additional compensation based upon length of service as according to the following schedule:

Hired Prior to January 1, 2010

6<sup>th</sup> through 10<sup>th</sup> year 2%  
 11<sup>th</sup> through 15<sup>th</sup> year 4%  
 16<sup>th</sup> through 20<sup>th</sup> year 6%  
 21<sup>st</sup> through 24<sup>th</sup> year 8%  
 25<sup>th</sup> year and over 10%

Hired After January 1, 2010

6<sup>th</sup> through 10<sup>th</sup> year 1%  
 11<sup>th</sup> through 15<sup>th</sup> year 2%  
 16<sup>th</sup> through 20<sup>th</sup> year 3%  
 21<sup>st</sup> through 24<sup>th</sup> year 4%  
 25<sup>th</sup> year and over 5%

Such additional compensation shall be based upon the annual base salary. The longevity shall apply to all members of the FMBA 55. The hourly rate includes longevity, and the overtime rate is based upon the hourly rate.

- B. A year of service shall be any year in which the Firefighters have worked full time at any average of at least 42 hours per week, per year.

In calculating said additional compensation, the base salary in effect on the anniversary date of full-time employment with the Borough shall be used for such purpose. The dates of calculation, however, shall be January 1<sup>st</sup> and all anniversaries falling between July 1<sup>st</sup> and December 31<sup>st</sup> becoming effective

July 1<sup>st</sup>

C. Any interruption of service due to a cause beyond the control of the Firefighters of the Borough, such as a military service, injury in the line of duty or illness, shall be considered as service for the purpose of determining the compensation for said longevity periods. Leaves of absence granted at the request of any firefighter will not be considered in determining length of service.

E. All periods of employment shall be computed from the anniversary date of employment as an employee of the Borough.

## ARTICLE IX - HOLIDAYS

### **A. Paid Holidays**

- New Year's Day
- Independence Day
- Martin Luther King's Birthday
- 1<sup>st</sup> Pay Period of August
- Washington's Birthday
- Labor Day
- St. Patrick's Day
- Columbus Day
- Good Friday
- Election Day
- Memorial Day
- Thanksgiving Day
- Flag Day
- Christmas Day

Each Firefighter shall be paid at his regular hourly rate of pay for fourteen (14) holidays. All holidays are to be included in base salary after adding each year's salary increases. Holidays shall be included in pension, but not overtime rate. Holiday pay shall be paid equally in each paycheck. Regardless of the schedule worked as provided herein, all holidays paid shall be calculated on a daily rate based upon twelve (12) hours.

B. **Non-Paid Holidays (NPH)**: During each calendar year there shall be a total of four (4) NPH's to be taken in compensatory time. The compensatory time off shall be granted only within the approval of the Chief of the Department and subject to prior practices of granting time off. In addition, effective January 1, 2019, all Firefighters will receive four additional twenty-four (24) hour NPH to be utilized over the life of the contract. The four additional twenty-four (24) hour NPH are available for use in contract years 2020, 2021 and 2022. Firefighters can sell back one twenty-four-hour NPH in 2020, 2021 and 2022: notice must be given of the intention to sell back by November 1st of the calendar year, to be paid as a separate check in the first December paycheck of that year.

For contract year 2019, one additional twenty-four-hour NPH shall be available to all members. For contract year 2020, two additional twenty-four-hour NPH shall be available to all members. Members can choose to sell back all or some of these three NPH. If sold back in 2020, notice must be provided by December 1, 2020, for payment in the December 11, 2020 paycheck as a separate check. If not sold back, they must be used by June 30, 2021, or same shall be lost.

C. **Partial Non-Paid Holidays:** Partial days may be applied to NPHs and EDTO (Extra Duty Time Off) days. Terms and conditions shall be agreed to by the FMBA 55 and the Chief and shall be included in the rules and regulations. Partial NPHs and EDTO days may be taken in a minimum of (3) three-hour increments.

D. **Firefighter Call Out on Holiday:** When a recall occurs on a holiday as a result of a fire or other emergency, each responding Firefighter shall be credited with a minimum of four (4) hours of overtime.



**ARTICLE X- MEDICAL AND DENTAL BENEFITS**

A. **Health and Dental Coverage:** The Borough will provide the current base coverage for the employee and the spouse and children.

B. The parties agree to change health care providers to the SHBP in lieu of the Borough's current provider. The Parties have agreed to a one-time switch acknowledging that the SHBP is not "equal to or better" than the current plan. Going forward, the Borough will continue to honor the "equal to or better than" provision set forth in Article X, Section L

C. The FMBA shall take all reasonable steps and actions to facilitate the change to the SHBP.

D. The FMBA agrees, on behalf of itself and/or its members, to waive, release, and not pursue any grievances or other legal challenges to any perceived SHBP health care coverage deficiency or negative impact based on the "equal or better than" language set forth in this agreement.

E. The Borough shall make one or more additional dental insurance options available. Any premium expense above the amount that is currently borne by the Borough shall be borne by the employee through a payroll deduction.

B. **Prescription Coverage:** The Borough shall provide all employees, spouses, and dependents with a Drug Prescription Plan. The Plan shall provide a \$5.00 and \$10.00 co-pay per prescription. Retirees may stay in the Prescription Plan with the retiree paying the cost of the premium.

C. **Hepatitis, T.B. and AIDS Vaccine and Test:** The Borough shall provide a hepatitis vaccine for all members who wish to use this service. An AIDS vaccine shall also be provided when one is patented. AIDS and hepatitis tests shall be provided on an annual basis to all members who wish to take part in this service. Follow-up test shall be provided to see whether the vaccines have taken effect. Annual T.B. Tests to be provided by the Borough, at the mutual convenience of both the Borough and the FMBA 55.

If a member is exposed or feels that he has been exposed to any human fluid transmission while

performing his duties, the said member has the right to be seen at a medical care facility immediately following the incident. The member also has the right, regardless of hospital protocol, to have baseline blood samples drawn. The member also has the right to start any preventive medical prescription step process that might be suggested. Six (6) months and at one (1) year from the time of incident, the member is to have appropriate blood work re-drawn. All results are to be forwarded to the member's private family doctor.

D. **Optical Coverage:** The Borough shall provide the following benefit and shall be paid directly by the Borough upon presentation of receipts of expenses incurred by employee.

Cost of Exam:	\$ 50.00
Cost of Frames and Lenses:	<u>\$100.00</u>
Total Annual Benefit:	\$150.00

E. **Disability Retirement:** If an employee is forced to retire because of job related injuries, the Borough shall provide hospitalization, dental, prescription coverage, and eyeglass benefits for employee and his/her family.

F. **Light or Limited Duty:** If a member is on light or limited duty, he shall remain in the overtime hiring rotation. He shall be eligible to work overtime on a crew, provided there is no one on light or limited duty on the crew.

G. **Medical Coverage:** Effective January 1, 2019, all employees having Horizon's traditional indemnity plan will move to the Direct Access Plan.

H. The Borough shall continue to provide medical, dental and prescription benefits as well as vision reimbursement at its own cost as set forth in this Article, subject to all unit members' contributions required pursuant to law.

**ARTICLE XI - OVERTIME**

A. Overtime shall be paid at one and one-half (1 ½) times the established hourly rate of pay.

B. **Established Hourly Rate of Pay:** There shall be an hourly rate of pay established for computation of overtime by dividing the regular yearly salary including longevity by 2,184 hours per year. There being a 24-hour shift schedule established for the Department, 12 hours shall be used as the base for computing a duty shift.

C. **Call In Time:** Any employee covered by this Agreement shall be entitled to a minimum of three hours call-in time to be paid at a time and one-half.

Holiday overtime shall begin at 0000 hours and end at 2359 hours on the holiday date, it being the intent of the parties hereto that said recall personnel for fire or other emergencies shall be paid for in money and not as compensatory time.

D. **Other than Emergency Overtime:** When it is determined by the officer in charge that a member or members must be ordered to work overtime for other than actual fire or other emergencies, such as, but not limited to, the filling of duty shifts to minimum manpower strength, said overtime shall be paid in monetary terms and not compensatory time. When any employee is ordered in for meetings or hearings by management that are considered necessary by the fire department, said employee shall be entitled to hour for hour pay.

E. **EMT Overtime:** Effective January 1, 2019, EMS recall will be increased to \$175.00 for first call, with all subsequent calls to be set at the rate of \$125.00.

F. **Overtime Assignments:** Temporary vacancies that must be filled through assignment of overtime shall be offered to personnel of the same rank. If there are no personnel of the same rank available, then the Chief may assign the

overtime slot to an officer of another rank.

**ARTICLE XII - UNIFORM ALLOTMENT**

Each new hire shall be provided an initial issue uniform which shall consist of the following: Three (3) pairs of pants, Three (3) short sleeve Polo shirts, Three (3) long sleeve work shirts, one (1) duty jacket, one (1) winter hat, one (1) dress uniform and one (1) fire department sweatshirt. Members of the maintenance crew shall receive two (2) pairs of coveralls upon being assigned to the crew. Thereafter, members shall be provided six (6) uniform pieces, as requested by the member, on an annual basis. T-shirts and hats shall be provided at the Chief's discretion and shall not be included in the annual allotment.

All other items listed shall be provided on an "as needed" basis if approved by the Fire Chief or his designee. As needed during the course of the year, members may substitute an item on the list with other items of similar value if they are needed, and if approved by the Fire Chief or his designee. T-shirts (100% cotton, navy blue, (Roselle Fire Department or FMBA insignia only) may be worn all year long after 1800 hours when the temperature heat index reaches 80 degrees. T-shirts may be worn during the day. The exceptions are inspections, medical assist responses, ambulance calls, driver training and when on desk watch duty. T-shirts may be worn during the day (0800 to 1800 hours) while performing duties that may cause the regular uniform shirt to become soiled. (Example: Hose changes, training, etc.) The Duty Officer shall make the determination. Fire Department baseball caps may be worn at any time, including summer and winter accordingly. Fire Department sweatshirts may be worn instead of the regular duty jacket during colder weather. Any uniform damaged while on duty shall be replaced at no cost to the employee.

The Borough shall replace bullet proof vests for all members of FMBA 55.

**ARTICLE XIII - CREW CHANGES**

If yearly crew changes are to be made, the names and the crews that the members will be changed to will be posted by December 15<sup>th</sup> of the preceding year. The dates that the crew changes take effect will be posted by December 31.

**ARTICLE XIV - DEFERRED COMPENSATION PLAN**

There shall be a deferred compensation plan offered to all employees covered by this Agreement.

**ARTICLE XV - VACATIONS**

Every full-time member of the Fire Department of the Borough of Roselle, New Jersey, whether employed in a permanent or temporary capacity, shall hereinafter be entitled to an annual vacation period with pay in accordance with the provisions of this Agreement as hereinafter stated.

1. The vacation period herein authorized shall include all calendar days including Saturdays, Sundays, and holidays.

2. No one who is presently a member, whether temporary or permanent of the Fire Department shall, notwithstanding anything herein contained, receive hereinafter a shorter vacation period than he is entitled to receive under any present rule, regulation, resolution, ordinance, or statute.

3. The following shall constitute the vacation privileges of the members of the Fire Department:

A. All members, who on the determining date shall have had less than one (1) year of continuous employment in a full-time capacity, shall be entitled to a vacation period with pay of the same number of **days** as the number of full calendar months worked, but in no case to exceed ten (10) days.

B. One (1) to three (3) years – 5 Tours

C. Four (4) to five (5) years – 6 Tours

D. Six (6) to ten (10) years – 7 Tours

E. Eleven (11) to fifteen (15) years – 8 Tours

F. Sixteen (16) to twenty (20) years – 8 Tours

G. Twenty-one (21) plus years – 9 Tours

4. All vacation selections must be completed by January 21 of each year.

5. Vacation brackets and NPHS shall be opened year-round except for the FMBA conventions.

6. Unless expressly stated in this Agreement, all other terms and conditions in the rules and regulations that apply to vacations are still in effect.

**ARTICLE XVI - SALARIES**

A. The base salaries for the Roselle Fire Department shall be paid using the existing salary schedule and rates and be adjusted as follows:

- Effective 1/1/2019 = 2%
- Effective 1/1/2020 = 2%
- Effective 1/1/2021 = 2%
- Effective 12/31/2022 = 2%

The new salary schedule and steps are attached as Schedule B.

B. **Work in a Higher Rank:** Any employee covered by this Agreement who is appointed to work in a higher rank shall receive the compensation for the higher rank effective the date of appointment.

C. **Bi-Weekly Payroll:** Bi-weekly payroll shall be continued. Distribution of paychecks shall be based on past scheduling practice.

D. Commencing on the first day of employment, all compensation, including but not limited to holiday pay and longevity, with the exception of overtime, shall be included in base pay for pension purposes.



**ARTICLE XVII – Ambulance Care Providers**

A. The parties agree to a one-time 2% non-pensionable stipend to be paid one time in 2020 (and the rate will remain frozen for the remainder of the contract, non-retroactive) for all those who hold a current NJ EMT License.

**ARTICLE XVIII - FIRE PREVENTION BUREAU**

1. If a member of the Fire Prevention Bureau (“FPB”) attends a re-certification seminar on a regular day off, then said member shall receive another weekday off.
2. Vacation picks for the Fire Prevention Bureau are to be separate from the rest of the Department.
3. Any off-duty Fire Prevention lectures/programs given by the FPB, compensatory time shall be given back.
4. If a member of the FPB is called in on an investigation/arson call when off duty, then a minimum of three (3) hours overtime shall be given as provided in the FMBA 55 contract. Four (4) hours shall be paid on holidays listed in the FMBA 55 contract.
5. When a member of FPB is on vacation, the other member on his regularly scheduled day off during the week shall report for duty in order to keep the Bureau open. Remuneration for working the additional days shall be as follows: The member shall be paid at his regular hourly rate. The member shall receive his total remuneration on the second payday in December.
6. For those individuals assigned to the Fire Prevention Bureau, they shall receive the following compensation, pursuant to the title assigned.

Fire Inspector -	\$1,500.00
Fire Official -	\$2,500.00
Fire Sub-Code Official	\$3,500.00

**ARTICLE XIX - MISCELLANEOUS**

A. **Funeral Support:** If a Firefighter or EMT dies in the line of duty, the Borough will make municipal facilities and staff available to assist in the coordination of related events, i.e., extra police for traffic, irrespective of overtime costs, make Shaffer Avenue Community Center or Borough Hall available for staging area and/or reception, etc.

B. **Work in Higher Rank:** Any employee covered by this Agreement who is appointed to work in a higher rank shall receive the compensation for the higher rank effective the date of appointment.

C. **Accrual and Payment for Compensatory Time:** Firefighters may accrue and retain one hundred twenty (120) hours of compensatory time. The Borough and the FMBA 55 member shall each have the option to buy down any amount accrued in excess of the 120-hour bench mark. All comp time in excess of 240 hours shall be paid down. These payments shall be made in July for the preceding year at the rate of pay in place on June 30.

D. **Commendation or Valor Award:** If a member receives a valor award or commendation, he shall receive time off to attend the function. In addition, if a member receives a valor award from any of the following: 200 Club, New Jersey State FMBA, Valor Awards, St. Barnabas Valor Awards or any State or Federal Valor Awards, he shall receive the entire 24 hour shift off on the day of the affair.

E. **National Fire Academy:** During New Jersey Weekend at the National Fire Academy in Maryland, the Town will provide for a minimum of four members to attend. This will be done on a voluntary basis. The Town will pay for the cost of course, transportation and lodging. The decision as to who shall attend will be left up to the discretion of the Chief. Members wishing to attend shall submit a written request to the Chief. If a crew is full, then a member shall be allowed time off as per past practice.

F. **Attendance at School:** A member attending school related to the fire service shall not affect another member's right to take an NPH or EDTO day, provided that the member attending school is not out of service

for the entire day or night.

G. **Employee Dies in the Line of Duty:** If an employee dies in the line of duty, the Borough shall provide hospitalization, dental and prescription coverage for the employee's spouse and children. This shall include if a member is killed while responding to the fire house on an emergency call.

H. **Building Condition:** The Borough shall maintain the property in the firehouse in good condition and shall replace or repair any major appliances if they should not operate properly.

I. **Maintenance Crew:** The member(s) assigned as the maintenance crew shall have certain duties and responsibilities as defined in Schedule "A" in the Contract. Scheduled maintenance as per Schedule "A" shall be paid at the regular hourly rate. Non-scheduled maintenance as per Schedule "A" shall be paid at the rate of a time and one-half.

J. **Convention Time Off:** Effective January 1st, 2019, convention leave shall be based upon State statute calculations for manpower.

K. **Time Off for Union Business:** Any member who holds an elected or appointed position with the New Jersey State FMBA shall be granted the day(s) off with pay to attend State meetings, seminars, and conventions. The executive delegate for the Local shall be granted the day(s) off with pay to attend State meetings, seminars, and conventions. The President or Executive Delegate shall be granted time off to attend regional FMBA meetings. Upon completion of the meeting, the employee shall return to work. Time off shall be granted provided no overtime is required to fill the vacancy.

L. **Compensable Time:** All compensable time shall be recorded and reported in terms of hours.

M. **Voluntary Election of Terminal Leave:** An FMBA 55 member who will retire with twenty-five (25) or more years of service to the Borough may elect to take three (3) months terminal leave in lieu of receiving 3/12 of the last annual salary. Personnel may use this benefit after completing twenty-four (24) years and nine (9) months of service to the Borough. Personnel on terminal leave shall not accrue any additional paid

time off such as vacation day, etc. Personnel on terminal leave shall be considered to have finished their service and shall not be eligible for recall except in the case of a statewide or national emergency.

**ARTICLE XX - DRUG TESTING POLICY**

The FMBA 55 and the Borough will institute a mutually agreeable drug testing policy as soon as reasonably possible.

**ARTICLE XXI - 24/72-HOUR SHIFT SCHEDULE**

There is a 24/72 hour shift schedule. Terms and conditions concerning this shift are listed below.

1. Platoons to do "in-service" inspections of the Borough's non-life hazard occupancies.
2. No occupying of beds from 0630 hours until 2300 hours. This includes no sitting on them. Section 13.996 of Department rules and regulations will be strictly enforced. The Duty Officer may grant rest time during this period if conditions warrant rest. Examples: Multiple fires, recall for emergencies, illness and snow emergencies.
3. A physical fitness program to be maintained.
4. Renovations and repairs to the firehouse that are within the capabilities of the members of the FMBA 55 may be done by the members during their scheduled work day. The Borough shall provide the materials and any necessary equipment that is not available to members in order to complete the work.
5. Non-paid holidays not used during the course of the year shall not be carried over to the following year only.
6. Two (2) NPHS are equivalent to one twenty-four (24) hour work day.
7. If the 10/14 shift is ever reinstated, then any and all benefits that the FMBA 55 presently enjoys shall be maintained.

**ARTICLE XXII - SICK, PATERNITY/MATERNITY AND BEREAVEMENT LEAVE**

A. Firefighters shall be entitled to a sick time incentive if they do not utilize sick days during the calendar year as follows:

1. Effective January 1, 2019, no sick days used from January 1st through June 30th: \$800.00. Payment for this period shall be made in the second pay period in July of the same year. No sick days used from July 1st through December 31st: \$800.00. Payment for this period shall be made in the second pay period of January of the succeeding year.
2. For each sick day used during each six (6) month period defined above, there shall be a reduction of \$100.00 per day and \$50.00 per half day, up to a maximum of two and a half (2.5) days in the applicable six (6) month period.
3. On the third sick day accumulated during each six (6) month period, the Firefighter shall not be entitled to receive the incentive compensation for that period.

This compensation shall be retroactive for calendar year 2019, less any sick leave incentive compensation previously paid: payment for one or both periods for which a Firefighter qualifies shall be made in the second pay of January 2020.

B. For purposes of such leave only, a sick day shall be either a 10-hour or a 14-hour day. The 10-hour sick leave takes place between 8:00 a.m. to 6:00 p.m., the same time as the old 10-hour shift. The 14-hour sick day takes place between 6:00 p.m. and 8:00 a.m., the same time as the old 14-hour shift. A Firefighter may take a sick day for one or the other of these sick days or both. If a Firefighter is off sick for his entire scheduled 24-hour shift, it will be counted as two such days, not one sick day. The most a sick day can be divided is in half, so that if a person leaves early, or comes in late, due to sickness for a partial "sick day," it

may be recorded as a half sick day.

C. Effective January 1st, 2019, any Firefighter shall be permitted the first tour off after the birth of a child with pay.

D. Bereavement leave: In the event of a death in a Firefighter's immediate family (immediate family shall include spouse, children, whether natural, step, adopted or foster children, parents, in-laws, grandparents, siblings and spouse's siblings), a member shall be granted up to (2) twenty-four-hour work days leave with pay, including the day of the funeral, if the funeral falls on a members' scheduled shift. A member shall be granted on (1) twenty-four-hour workday leave with pay to attend the funerals for aunts, uncles, nieces, nephews and spouse's grandparents if the funeral falls on the day of the Firefighters' scheduled shift. The leave listed herein shall be in addition to vacation, NPH, EDTO time.

E. Effective January 1st, 2019, Firefighters shall be provided the funeral day with pay.

F. Effective January 1st, 2019, Immediate family shall include spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, mother and father of spouse, aunt, uncle, niece, nephew, or grandparent of spouse.

G. Leave for serious family illness shall not exceed two (2) twenty-four (24) work days in one calendar year without approval of Mayor and Council.

H. When a member has been on sick leave for more than two (2) twenty-four (24) hour workdays, he shall present to his superior officer a certification from a physician relating to the illness. The physician's certification must contain a diagnosis of the illness. Additionally, the physician's certification required after an employee has utilized 2.5 sick days in a calendar year, pursuant to the Departments' sick leave policy, as may be amended, must also contain a diagnosis of the illness for each additional sick absence.

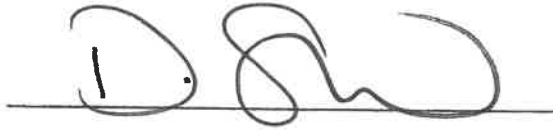
If temporary light duty assignment is recommended, the Chief shall approve the assignment before it

may become effective.

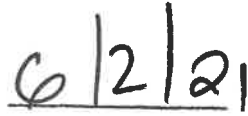


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, all as of the day and year first above written.

**BOROUGH OF ROSELLE**



Donald Shaw, Mayor



Date



Lydia Massey  
Municipal Clerk

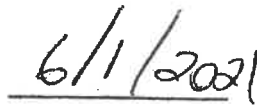


Date

**FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL NO. 55**



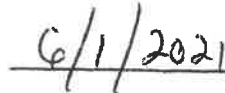
Wendell Williams, FMBA 55 President



Date



William Benkovich, FMBA 55 Vice-President



Date

**Schedule A****Maintenance Crew****A. Scheduled Maintenance**

- Oil and filter changes
- Chassis lubrication
- Winterizing - including radiator flushing
- Minor tune-up - plugs, filters, timing and adjustments, etc.
- Fan belts - replacements and adjusting
- Radiator & heater hose - replacement and tightening
- Replacement of missing nuts and bolts found during maintenance
- Maintenance
- Tightening of nuts and bolts
- Repairing of leaks (oil, water, steering) when tightening is required

**B. Non-Scheduled Maintenance**

- Component replacement on engine - transmission - pump (fire)
- Gear boxes - rear axle - steering gear, etc.
- Major leaks in air, fuel, hydraulic and lubrication systems requiring more than tightening
- Replacing of brakes and brake components
- Rewiring of shorted electrical components, tracing shorts
- Structural repairs

**C. Other Duties**

- Order oil, filters, antifreeze, grease, lubricants needed to perform scheduled maintenance
- Maintain repair records on Fire Department vehicles (data bank for computer)
- Schedule preventive maintenance
- Train other personnel working preventive maintenance
- Keep up to date with vehicle requirements
- Keep records of vehicle information - serial numbers, components numbers, etc.

At least every two (2) years attend a seminar on vehicle maintenance, pump repair, or related area to keep up to date on maintenance procedures, new equipment and safety items.

**Schedule B**  
**Salary Schedule**

Salary Schedule B is missing

**Schedule C:**  
**Miscellaneous:**

Retirement benefits can be discussed at any time during the contract period without being deemed to invalidate or otherwise open up the contract for other negotiations.