

Contract no. 222

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN AGREEMENT BETWEEN THE CITY OF LINDEN
AND THE FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION, LOCAL #34A, ALSO REFERRED TO AS
"F.M.B.A."

WHEREAS, the City of Linden and the Firemen's Mutual Benevolent Association, Local #34A, also referred to as the "F.M.B.A.", have reached an agreement with regard to rates of pay, hours of work, fringe benefits, working conditions, and other matters for the years 1991 and 1992.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LINDEN that the Mayor and City Clerk are hereby authorized to execute the above mentioned agreement.

PASSED: April 7, 1992

George N. Milkosky
President of Council

APPROVED: April 8, 1992

John T. Gregorio
Mayor

ATTEST:

Val D. Imbriaco
City Clerk

LIBRARY
PROPERTY MANAGEMENT
APR 11 1992
RUTGERS UNIVERSITY

Certified to be a true and exact copy.

Val D. Imbriaco
City Clerk, City of Linden, N. J.
Date: April 9, 1992

AGREEMENT

APR 17 1992

BETWEEN THE CITY OF LINDEN AND FIREMEN'S MUTUAL BENEFIT ASSOCIATION
FIRE OFFICERS LOCAL #34-A

PREAMBLE

This agreement effective the first day of January 1991, and expiring December 31, 1992, between the City of Linden Fire Officers Association, Local #34-A, hereinafter referred to as F.M.B.A. Local #34-A, is designed to maintain and promote a harmonious relationship between the City of Linden and such of its employees who are within the provisions of this agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE I
RECOGNITION AND AREA OF NEGOTIATIONS

Section 1. Recognition:

The City hereby recognizes F.M.B.A. Local #34-A as the exclusive representative and bargaining agent for Officers in the Linden City Fire Department holding the permanent rank of Captain or Lieutenant.

Section 2. Areas of Negotiations:

The City, through the Mayor and Council, and F.M.B.A. Local #34-A hereby agree that the F.M.B.A. Local #34-A has the right to negotiate as to rates of pay, hours of work, as allowed by law, fringe benefits, working conditions, safety of equipment, procedures for adjustments of disputes and grievances. This contract shall supercede all previous Department rules and regulations that are in conflict with the provisions contained herein.

ARTICLE II
F.M.B.A. LOCAL #34-A GOOD AND WELFARE COMMITTEE-IT'S RIGHTS AND DUTIES

Section 1.

Members of the F.M.B.A. Local #34-A Good and Welfare Committee are designated as FMBA Local #34-A Negotiating Committee. These members, four (4) in number, shall be granted leave from duty with full pay for all meetings between the City and the F.M.B.A. Local #34-A for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2.

The F.M.B.A. Local #34-A Grievance Committee, five (5) in number, shall be granted leave with full pay for all meetings between the City and F.M.B.A. Local #34-A for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3.

The Executive Delegate or the Alternate Executive State Delegate of F.M.B.A. Local #34-A shall be granted leave from duty with full pay for all meetings of the State F.M.B.A., Fire Officers and Regional F.M.B.A. Fire Officers meetings and all membership meetings of the State F.M.B.A. Fire Officers when such meetings take place at a time when such Officer is scheduled to be on duty. The Alternate State Delegate will replace the State Delegate in case of personal sickness or death in the family.

Section 4.

The President and Executive Delegate or the Alternate Executive Delegate of F.M.B.A. Local #34-A shall be granted leave from duty with full pay to perform the duties of their respective offices.

ARTICLE III
ACTING OFFICERS

Section 1.

- a. In the event a Captain or Lieutenant serves in an acting capacity, he shall receive the base annual salary authorized for said rank.
- b. The Officer designated by the Chief on each tour shall keep a roster of Lieutenants on the basis of seniority. This shall be a rotating list of all Lieutenants. All acting assignments in the classification of Captain shall be offered on such a list, provided such employees are qualified for such assignments in the judgment of the Chief.
- c. In the event of a temporary vacancy in the rank of Deputy Chief, the most qualified Captain, in the judgement of the Chief, shall be elevated to fill the vacancy. Payment for work performed at a higher rank shall be at the base hourly rate of that particular rank provided the employee qualifies for such payment.

ARTICLE IV

Section 1. Hours of Work:

- a. The work week for all Fire Officers who perform firefighting duties shall be an average of not more than forty-two (42) hours per week, computed over a period of one (1) fiscal year, based on the work schedule cycle of two (2) days of eleven (11) hours each (7 A.M. to 6 P.M.) followed by forty-eight (48) hours off, followed by two (2) nights of thirteen (13) hours each (6 P.M. to 7 A.M.) followed by seventy-two (72) hours off.
- b. Any Fire Officer that has reported for duty, if ordered by the Officer in charge to report to a Firehouse other than the Firehouse he is normally assigned to, shall be considered on duty from the time of the order for the purpose of City insurance coverage only.

Section 2. Overtime:

- a. Whenever a Fire Officer works in excess of his regularly assigned work week or work schedule, as provided for in Section 1 of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work at one and one half (1 1/2) times his hourly rate of pay including any earned longevity pay for such assigned duty. A Fire Officer man in lieu of overtime payment, choose compensatory time off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time-off would not adversely affect the operation of the Fire Department.
- b. Whenever a Fire Officer is held over beyond his regular tour of duty, he shall be paid at one and one-half (1 1/2) times his hourly rate of pay including any earned longevity pay to the next one-half (1/2) hour rime period.
- c. Whenever a Fire Officer is called back to duty after completion of his regular tour of duty or at any time he is off duty, he shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times the hourly rate of pay for such assigned duty.
- d. In the event the number of Fire Officers reporting to a given tour of duty is fewer than six (6) but not less than four (4), a Firefighter on said given tour shall fill the vacancy or vacancies one (1) or two (2) on an acting Fire Officer bases; provided the remaining number or working firefighters on said tour of duty is no less than thirteen (13).

e. In the event the number of working Fire Officers reporting to a given tour of duty is fewer than four (4), or fewer than six (6) and the elevation of a Firefighter to acting lieutenant caused the remaining number of working Firefighters on said tour of duty to be less than thirteen (13), a Fire Officer holding the same rank as the Officer causing the vacancy shall fill such vacancy or vacancies through regular recall procedure.

f. The Officer designated by the Chief on each tour shall establish a roster of the employees in his group for each classification or rank. Whenever overtime work is required, and it is not of an emergent nature as determined by the Chief or Deputy Chief, it shall be rotated amongst Fire Officers on the appropriate roster. If a Fire Officer refuses an assignment to work overtime, he shall be considered as having worked such overtime assignment for the purpose of maintaining a proper order of rotation for future assignments.

g. For purposes of overtime work under this article, any Fire Officer serving in an acting capacity in a higher rank or classification shall be considered as holding such rank and shall be compensated accordingly. As per Article 3, Section 1-a.

h. Paragraphs d,e, and f hereof are guidelines for the purpose of overtime recall only, and are not to be interpreted as a Department minimum manpower table of organization.

ARTICLE V VACATION

Section 1.

a. Vacations are to be granted in accordance with the following scale based on the established annual salary pay rates.

LENGTH OF SERVICE	DAYS ANNUAL VACATION (SHIFT WORKERS)
1 through 5 years	8 working days
6 through 9 years	10 working days
10 through 14 years	14 working days
15 through 19 years	16 working days
20 through 24 years	18 working days
25 years and over	22 working days

LENGTH OF SERVICE

DAYS ANNUAL VACATION
(OTHERS)

1 through 5 years	12 working days
6 through 10 years	14 working days
11 through 15 years	19 working days
16 through 20 years	22 working days
21 through 25 years	24 working days
26 through 30 years	26 working days
30 years and over	32 working days

b. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the schedule listed.

c. After the first full year of employment, the amount of vacation shall be determined by the anniversary date of employment and said vacation shall be granted during the fiscal year of said anniversary date.

d. Fire Officers shall be entitled to eight (8) working days vacation during the summer period from **July through August** of any calendar year. During any calendar year there will be allowed two (2) Fire Officers (Capt/Lieut.) off per shift on vacation.

e. Vacation time shall not be carried over to the following year unless personal illness or accident prevents a Fire Officer from so doing or special permission is granted by the Chief of the Department.

ARTICLE VI

Section 1. Holidays:

a. Fire Officers shall receive ten (10) working days off in lieu of all official holidays, all of which shall be the choice of the individual Fire Officer subject only to the approval of the dates by the Fire Chief. Six (6) of said working days off shall be selected by March 15, and taken no later than June 15th of each year. All days off granted in lieu of holidays must be taken in the current year. There shall be allowed two (2) Fire Officers (Capt/Lieut.), off per shift on holiday and or time coming during any calendar year.

b. Each Fire Officer may work at his option, seven (7) of the above stated paid holidays for which he presently received time off, provided he gives written notice to the Chief no later than March 1st, of any given year.

Payment for holidays worked will be at the same rate of pay as presently in effect for the six (6) paid holidays granted annually to all Fire Officers described in paragraph c.

c. All Fire Officers shall receive annually twelve (12) hours base rate of pay in lieu of time off for each of six (6) additional holidays; three (3) holidays payable prior to June 1st and three (3) holidays payable prior to December 1st of each year.

d. Qualifications for payment in lieu of said six (6) additional holidays shall be active employment for a minimum of six (6) calendar weeks each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

Section 2. Personal Days:

a. Each Fire Officer shall receive annually two (2) personal days off with pay equivalent to twelve (12) hours base rate of pay for each day.

b. A Fire Officer, at his option, may work the annual personal days off and receive twelve (12) hours base rate of pay in lieu thereof, provided he gives written notice to the Chiefs Office prior to June 1st of the current year.

c. One (1) personal day shall be scheduled and taken no later than July 1st, and one (1) personal day shall be scheduled and taken no later than December 1st of each year.

d. A Fire Officer may take personal days whenever scheduled. However, with the exception of retirement or death, he shall be required to have six (6) months of credited service in the applicable calendar year to qualify for one (1) paid personal day off. He shall be required to have twelve (12) months of credited service in the applicable calendar year to qualify for two (2) paid personal days off.

ARTICLE VII

Section 1, Sick Leave:

a. Sick leave shall mean paid leave that will be granted to a Fire Officer who, through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

b. A certificate from the Fire Officer's doctor or department physician shall be required as sufficient proof of the need for sick leave after one (1) working day. A Fire Officer may return to work after an illness of one (1) working day without said doctor's certificate but shall be required to sign the duty roster to attest to the fact that he is physically able to perform his assigned duties. In no event shall a Fire Officer be allowed to return to work without said doctor's certificate if he has reported off because of illness for a period of two (2) or more working days.

If the platoon line Deputy Chief and the Chief of the department questions the officer's physical ability to perform his assigned duties, they may require the officer to be examined by the department's designated physician.

c. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. In the case where cumulative sick leave has been exhausted, the City Council may upon receiving request for extended sick leave from the Office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N.J.S.A. 40A:14-16. The determination for the amount of additional leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

d. Accumulated sick leave of no more than four (4) days annually may be used by a Fire Officer to personally attend a member of his immediate family, who due to disabling illness or injury, pregnancy or quarantine restrictions require such personal attendance. The Chief of the Department may, at his discretion, grant a Fire Officer more than four (4) days accumulated sick leave for the purpose heretofore mentioned, upon request and presentation of just and valid reasons in the opinion of the Chief.

The four (4) days referred to in the above paragraph may be used for excusable personal reasons (EPR) at the Fire Officer's option. Two of the above days will be scheduled and two days will be used as is indicated but limited not to be used on three major holidays. These major holidays will be Thanksgiving; Christmas; and Easter.

e. For two (2) or more consecutive workdays, evidence of need for a Fire Officer's personal attendance shall be provided in the form of a Doctor's certificate.

For the purpose of this paragraph immediate family shall mean spouse, unwed child, parent of unmarried brother or sister living under the same roof.

f. Additional sick leave will be considered only after all sick leave, earned vacation, paid holidays and personal days have been used by the Fire Officer.

g. If additional paid sick leave is granted, the affected Fire Officer shall owe and return to the City an equal amount of sick leave as may be earned after returning to duty.

h. 1. Upon retirement or layoff, a Fire Officer will receive one (1) day for each three (3) days of unused earned sick leave for the first two hundred and one (201) days of accumulated earned sick leave; and one (1) day of base pay for each two (2) days of unused earned sick leave over and above the first two hundred and one (201) days of accumulated earned sick leave.

2. (a) In no event, however, will a Fire Officer receive more than nineteen thousand dollars (\$19,000.⁹⁹) total unused sick leave payment.

3. In the event of death prior to retirement, the Fire Officer's heirs or estate will receive the unused sick leave pay earned by the deceased.

4. Any Fire Officer who chooses to leave the Department or any Fire Officer terminated by the City for reasons other than retirement, illness, injury or layoff, will not be entitled to unused sick leave pay.

5. A day of unused sick leave pay will be calculated by dividing a Fire Officer's annual base salary by the number one hundred eighty two point five (182.5), based on a 12 hour day.

i. Any Fire Officer who has accumulated sixty (60) sick days may at his option sell back no more than five (5) of those days to the City. The Fire Officer will inform the City Treasurer of his decision no later than October 15th of that year.

Section 2. Leave of absence as a result of Injury on Line of Duty:

When a Fire Officer is injured in the line of duty, the City Council shall pursuant to R.S. 40:11-9, pass a resolution giving the employee up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) days at one

time. When such action is taken, the employee shall not be charged any sick leave time lost due to such injury.

Section 3. Leave because of Death in Immediate family:

Leave with pay shall be granted to a Fire Officer in the event of death in his immediate family. The leave shall terminate the day following the funeral. The term immediate family for the purpose of this subsection shall include:

- a. The Fire Officer's spouse, child, parent, grandparent, brother or sister.
- b. The child, parent, grandparent, brother or sister of his spouse.
- c. A relative living under the same roof.
- d. In the event of death of an aunt or uncle of a Fire Officer, he shall be given one day off with pay, that is the day of the funeral.

Section 4. Military Leave:

- a. Any Fire Officer who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted leave for such training as is authorized by law. This paid leave of absence shall be in addition to his vacation.
- b. Any Fire Officer who has been called to active duty or inducted into the military or naval forces of the United States shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each Fire Officer must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

Section 5. Leave of Absence:

Leave of absence shall not be granted unless written request made to the City Council by way of the Fire Chiefs recommendation explaining the circumstances for the request, and shall not be granted unless the special circumstances warrant such action.

ARTICLE VIII
WAGES

Section 1. Salary:

a. Salary for the purpose of this Agreement shall be the highest salary that a Fire Officer is duly and properly authorized to receive at the beginning of each calendar year.

b. Salary Schedule

	<u>Effective</u>	<u>1/1/91</u>	<u>1/1/92</u>
Fire Captain		\$53,192.	\$56,384
Fire Lieutenant		\$47,493.	\$50,343

c. In the event of the death of a Fire Officer, payment of salary shall be made up to and including the day of death, together with any accumulated time which the employee may be entitled for services rendered to the City including sick leave benefits.

d. All increments for employees entitled thereto shall be granted on the anniversary date of employment.

ARTICLE IX
LONGEVITY

Section 1.

a. All Fire Officers of the Fire Department covered by the within Agreement shall be entitled to and paid longevity pay provided they were appointed to the Fire Department prior to January 1, 1975. Anyone appointed to the Fire Department or employed in any work assignment connected with the Fire Department after December 31, 1974 shall not be entitled to Longevity pay.

b. Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary.

More than 10 years but less than 15 years	4%.
More than 15 years but less than 20 years	6%
More than 20 years but less than 25 years	8%
More than 25 years	10%

c. Longevity for employees entitled thereto between the period of January 1st and June 30th shall commence on the preceding January 1st. Longevity for employees entitled thereto for the period of July 1st to December 31st shall commence on the preceding July 1st.

Longevity shall be calculated based on the salary as of December 31st of the preceding year.

d. There shall be a twelve hundred dollar (\$1,200.⁰⁰) annual maximum on the amount of Longevity pay received. Leaves of absence at the request of a Fire Officer shall not be included in determining length of service.

ARTICLE X GRIEVANCE PROCEDURE

No Fire Officer shall be removed, dismissed, discharged, suspended, fined, reduced in rank, or disciplined in any other manner except for just cause. If any Fire Officer is disciplined and in the judgment of such Fire Officer this action is taken by the City without just cause, or if any Fire Officer or group of Fire Officers feel aggrieved concerning his or their wages, hours, or conditions which are controlled by this Agreement, or which are provided for in any statute, charter, provision, ordinance, rule, regulation, or policy which is not in conflict with the Agreement, or concerning any matter or condition arising out of the employee-employer relationship, including any claim of unjust discrimination and any matter or condition affecting his or their health and safety, adjustment shall be sought as follows:

a. STEP 1;

Within three (3) calendar days of the occurrence of a grievance, the aggrieved Fire Officer, a representative of the F.M.B.A. Local #34-A, upon the request of the aggrieved Fire Officer only, and the aggrieved Fire Officer's immediate Commanding Officer shall attempt to resolve such grievance informally. If said grievance is not resolved satisfactorily within three (3) calendar days of the meeting, F.M.B.A. Local #34-A shall formally notify the Chief of the Department in writing of the grievance and the desire to pursue said grievance through step 2.

STEP 2:

Within five (5) calendar days of the F.M.B.A. Local #34-A's notification of the unsatisfactory resolution of the grievance under Step 1, the aggrieved Fire Officer, no more than two (2) members of the F.M.B.A. Local #34-A, the

aggrieved Fire Officer's immediate Commanding Officer or immediate shift Deputy Chief shall meet to resolve such grievance.

If said grievance is not resolved satisfactorily within three (3) working days of the meeting, F.M.B.A. Local #34-A shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 3.

STEP 3;

Within seven (7) calendar days of the F.M.B.A. Local #34-A notification of the unsatisfactory resolution of a grievance under Step 2, the aggrieved Fire Officer's immediate Commanding Officer or immediate shift Deputy Chief and the Chief of the Department shall meet to resolve the grievance.

If said grievance is not resolved within seven (7) calendar days of the meeting, F.M.B.A. Local #34-A shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 4.

STEP 4;

Within fifteen (15) calendar days of the F.M.B.A. Local #34-A's notification of the unsatisfactory resolution of a grievance under Step 3, the aggrieved Fire Officer, F.M.B.A. Local #34-A President, no more than six (6) members of the F.M.B.A. Local #34-A, the aggrieved Fire Officer's immediate Commanding Officer or immediate Deputy Chief, the Chief of the Department, the City Council Fire Committee, City Attorney and City's Labor Relations Representative shall meet to resolve the grievance. The City Council Fire Committee shall within ten (10) calendar days of the meeting advise F.M.B.A Local #34-A in writing of its decision.

b. F.M.B.A. Local #34-A may appeal any decision of the City Council Fire Committee to the New Jersey Public Employee Relations Commission (P.E.R.C.) for arbitration. Submission to PERC for arbitration shall be made within seven (7) calendar days of the City Council Fire Committee's decision Step 4. above.

A PERC appointed arbitrator shall be limited to the interpretation and or the application of the within agreement or any written attachment, amendment, addendum or modification to same, and shall have no power to enlarge upon, reduce, modify or delete any provision thereof.

The decision of PERC or PERC's appointed arbitrator shall be final and binding upon the City and F.M.B.A. Local #34-A.

c. The cost of the arbitrator's fee shall be borne equally by the parties hereto.

ARTICLE XI MISCELLANEOUS

Section 1. Clothing Allowance:

a. All Fire Officers covered by this Agreement shall be entitled to an annual clothing credit of six hundred dollars (\$600.⁰⁰) in cash to be paid by December 1st of each year. Said clothing allowance credit shall be applied to the cost of replacing items of personal issue, excluding rubber goods, and will be purchased by the City in the manner provided by law.

b. 1. All shift Fire Officers shall be entitled to an annual clothing maintenance allowance of five hundred dollars (\$500.⁰⁰) in cash, on or before December 1st, of each year.

2. Fire Officers assigned to the Fire Prevention Bureau and Training Division shall be entitled to an annual clothing maintenance allowance of five hundred seventy dollars (\$570.⁰⁰) payable in cash on or before December 1st of each year.

3. Clothing maintenance allowances shall be granted pro-rata in the event of termination, retirement, resignation or death.

c. In addition to the clothing allowance, turn out gear shall be replaced as needed by the City.

d. Evidence of need for replacement of all items of clothing or equipment requested by a Fire Officer shall be furnished upon demand of the Chief of the Department.

e. All uniform clothing issued or purchased under this section must conform with clothing specifications established by the Fire Department.

Section 2 - Emergency Meals:

The City agrees to feed Fire Officers of the Fire Department who are working emergency overtime for any period which exceeds four (4) hours. The cost of each overtime meal is not to exceed seven (\$7.50) dollars, fifty cents.

Section 3. Outside Employment:

Fire Officers may accept outside employment or engage in any outside business activities, providing that such outside employment will not interfere with the Fire Officer's performance of his duties, and that he will not enter into work contracts or submit bids on public jobs.

Section 4. In case of Death of an Active Fire Officer:

In case of death of an active Fire Officer laid out in uniform, and on request of the family for an honor guard, it will be provided by the Fire Department.

Section 5. Duties:

The duties of a Fire Officer are prescribed but not limited to the duties appearing in the Department's Book of rules and Regulations.

Section 6. Immunization:

The Chief of the Department and F.M.B.A. Local #34-A shall decide what immunization program is to be undertaken, the cost which shall be borne by the city.

Section 7. Fire Science Program:

- a. Any Fire Officer attending an accredited school to attain an Associate or Bachelor's Degree in Fire Science, or a Fire Officer, required to take similar related courses as a result of his particular assigned position in the Department, shall in addition to his regular annual salary receive fourteen (\$14) dollars per credit or credit equivalent to a maximum of (\$1848.⁰⁰) annually, and be reimbursed for all tuition and text book costs, upon completing each course with a passing grade of C.
- b. Academic Course credits necessary to an Associate Fire Science Degree or similar related courses, shall not be compensated at the (\$14.⁰⁰) per credit rate unless and until a Fire Officer has successfully completed a minimum of two (2) basic Fire Science courses.

Section 8. F.M.B.A. Local #34-A Dues Deduction:

- a. The City agrees to deduct F.M.B.A. Local #34-A membership dues from the pay of each Fire Officer member of F.M.B.A. Local #34-A once each

month. Said membership dues shall be transmitted with a list of Fire Officer members to F.M.B.A. Local #34-A within fifteen (15) calendar days of such deduction.

b. F.M.B.A. Local #34-A agrees to furnish the City written authorization from each Fire Officer member of F.M.B.A. Local #34-A to effect such dues deduction in specific dollar amount.

c. F.M.B.A. Local #34-A agrees to indemnify and hold the City harmless from and against any and all claims, legal suits, or liability of any kind whatsoever arising from the aforementioned deduction of dues.

Section 9. Fire Inspection:

a. A Fire Officer who is licensed by the State of New Jersey, as a Fire Inspector and does fire inspections in the City of Linden, shall receive an additional two hundred fifty (\$250.⁰⁰) dollars per year. A separate check will be issued by the City Treasurer no later than December 1st.

b. All Fire Officers assigned to the Fire Prevention Bureau shall, in addition to annual salary, receive six percent (6%) of annual base pay. To receive this payment, the Fire Officers must obtain and maintain certification for all **three (3) levels** of the construction code. These levels are Residential Construction Specialist (**RCS**), Industrial Construction Specialist (**ICS**) and High Hazard Specialist (**HHS**).

Section 10- Supervisors Day:

In lieu of a paid day off, Fire Officers shall receive two hundred (\$200.⁰⁰) dollars. Payments shall be made by July 1 of each year and such payment shall not be considered part of the officer's annual salary.

Section 11- Hourly Differential:

All shift Fire Officers will receive an hourly differential payment of five hundred (\$500.⁰⁰) dollars per year on or before December 1st of each year.

ARTICLE XII INSURANCE

Section 1. Health Insurance:

a. All Fire Officers covered by this Agreement and their families shall be

entitled to full coverage of Blue Cross Blue Shield Series 1420 Health Insurance.

Major medical insurance coverage for all Fire Officers will continue in effect.

The cost of the foregoing medical insurance will be borne by the City.

Additionally, all Fire Officers shall be entitled to all health benefits of the N.J. Health Benefits Program as provided through Chapter 88, Public Laws of 1974.

b. The City shall, at no cost to F.M.B.A. Local #34-A, provide Family Dental, Vision and Prescription Plan health insurance to all Fire Officers covered by this Agreement.

c. All Fire Officers will be covered by Temporary Disability Insurance administered by the N.J. Division of Unemployment and Disability Insurance.

Premiums to this insurance coverage will be shared equally between the City and individual Fire Officer as mandated by State Law.

Section 2. Life Insurance:

The City shall assume the full cost of life insurance for each Fire Officer of the Fire Department to a maximum coverage of (\$15,000.⁹⁹).

Section 3. Workmen's Compensation Insurance:

The City shall maintain in full force and effect, Workmen's Compensation Insurance for all Fire Officers of the Fire Department. Fire Officers shall return to the City of Linden all temporary disability benefits which the said Fire Officers received for that period of time that the Fire Officer was receiving full pay from the City.

Section 4. Automobile Liability Insurance:

The City shall provide adequate automobile liability insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

ARTICLE XIII
F.M.B.A. LOCAL #34-A ACTIVITY PROTECTED

Section 1.

Except for the right to strike or to withhold services which are hereby prohibited, all other F.M.B.A. Local #34-A activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of F.M.B.A. Local #34-A to present the views of F.M.B.A. Local #34-A to the citizens of issues which affect the welfare of its members, except by mutual agreement of the parties.

Section 2.

The City will not condone or entertain any outside interference from any other Union or Employee Group without the sanction of F.M.B.A. Local #34-A as long as this contract is in force.

Section 3.

Fire Officers will not be subjected to any hardship during any review, inspection or training period. When the temperature goes below 32 Degrees Fahrenheit or above 90 Degrees Fahrenheit, there will be no outside training except for recruit training and emergency situations. In-Service inspections may be held at temperatures between 32 Degrees and 90 Degrees Fahrenheit.

ARTICLE XIV
PRIOR PRACTICES

Section 1.

All other rights, benefits, and privileges enjoyed by Fire Officers which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the Fire Officers by laws of the United States, laws of New Jersey, Civil Service Laws of New Jersey or City Ordinances of Linden.

ARTICLE XV
MANAGEMENT RIGHTS

All powers, duties and responsibilities which the City had prior to the signing of this Agreement, including but not limited to the right to direct and operate

the Fire Department, to hire, promote and discharge, and suspend or otherwise mete out discipline for good and just cause, and enforce reasonable rules and regulations, shall continue to be retained by the City except as may be provided for or modified in this Agreement.

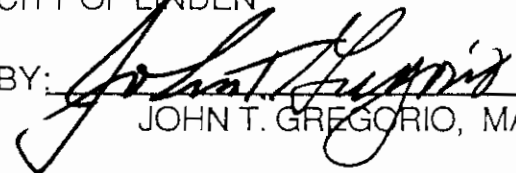
ARTICLE XVI
DURATION

The duration of this Agreement shall extend through December 31st, 1992. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of notification by either party, a conference shall be held between the City and F.M.B.A. Local #34-A's Negotiating Committee for the purpose of such Agreement, modification or termination.

In the event neither party serves such written notice or desire or intention to terminate, amend or modify this Agreement on or before aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

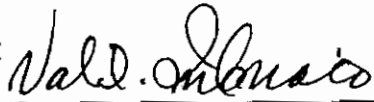
CITY OF LINDEN

BY:



JOHN T. GREGORIO, MAYOR

ATTEST:



VAL D. IMBRIACO, CITY CLERK

ATTEST:

WITNESS

FIREMEN'S MUTUAL BENEVOLENT ASSN.

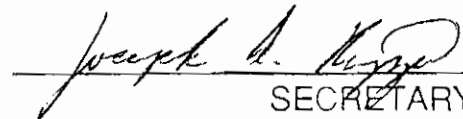
LOCAL #34-A



PRESIDENT



VICE PRESIDENT



SECRETARY