

AGREEMENT
BETWEEN
BOROUGH OF ROSELLE, NEW JERSEY
AND
ROSELLE SUPERIOR OFFICERS'
ASSOCIATION, FMBA LOCAL NO. 255

January 1st 2019 – December 31st, 2022

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PREAMBLE

This agreement reached and entered into this ____ day of _____, 2020 by and between the Borough of Roselle, New Jersey hereinafter referred to as the "Borough" and the Roselle Superior Officers' Association, FMBA Local No. 255 of the Roselle Fire Department, hereinafter referred to as the "S.O.A.".

ARTICLE I - RECOGNITION

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

B. The term "Fire Officers" or "S.O.A." as used in this Agreement shall mean and include all Captains and Battalion Chiefs excluding firefighters, call-men and part-time personnel.

C. The Chief of the Department may retain membership in the SOA for fraternal purposes but will have no voting privileges.

ARTICLE II - AGENCY SHOP

Any employee in the bargaining unit on the effective date of this Agreement who does not join the S.O.A. 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 S.O.A. membership dues, fees and assessments as certified to the Borough by the S.O.A. The S.O.A. may revise its certification of the amount of the

representation fee at any time to reflect changes in the S.O.A. membership dues, fees and assessments. The S.O.A.'s entitlement to representation fee shall continue beyond the termination date of this Agreement so long as the S.O.A. 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 S.O.A. and the Borough.

The S.O.A. 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, his designee. Each review shall be conducted in the presence of the 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 S.O.A. Local No. 255, is intended to provide the Borough and the S.O.A. Local No. 255 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 S.O.A. as to the meaning, application, or operation of any of the provisions of the contract between the Borough and the S.O.A., 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 S.O.A. 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 S.O.A. representatives, the aggrieved party and the Borough Administrator or his/her designee 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 or his/her designee under Step 2, then within twenty-one (21) days after the date of such presentation, the S.O.A. 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 S.O.A. and the Borough.

5. The reasonable expenses of the arbitrator hereinbefore referred to shall be borne equally by the Borough and the S.O.A. and 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 S.O.A. 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 S.O.A., 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 S.O.A. representative present at inquiries involving S.O.A. members. The S.O.A. shall be notified in writing of the date and time of such inquiries. If the member being brought up on charges agrees to have the S.O.A. 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 in accordance with Article XI, Paragraph D.

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:

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

Such additional compensation shall be based upon the annual base salary. The longevity shall apply to all members of the S.O.A. The hourly rate includes longevity, and the overtime rate is based upon the hourly rate. The foregoing schedule shall apply to ALL employees hired prior to July 1, 2010. Any employee HIRED by the Borough after July, 1, 2010, shall receive the following longevity:

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

B. A year of service shall be any year in which the officers 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 1st and all anniversaries falling between July 1st and December 31st becoming effective July 1st.

C. Any interruption of service due to a cause beyond the control of the fire officers 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 or absence granted at the request of any officer will not be considered in determining length of service.

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

ARTICLE IX - HOLIDAYS

A. The following holidays shall be paid to fire officers.

New Year's Day	Independence Day
Martin Luther King's Birthday	1 st 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

B. Each officer 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.

C. Regardless of the schedule worked as provided herein, all holidays shall be calculated on a daily pay rate based upon twelve (12) hours.

D. **Non-Paid Holidays (NPH):** During each calendar year there shall be a total of four (4) holidays 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.

E. **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 S.O.A. and the Chief and shall be included in the rules and regulations. Partial NPHs and EDTO days may be taken in a minimum of two (2) hour increments. Effective July 1, 2010, Partial NPHs and EDTO days may be taken in a minimum of three (3) hour increments.

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

G. **Additional days off:**

1. **NPH's:** The four additional twenty-four (24) hour NPH's previously given for use over the life of the prior contract shall remain available for use in contract years 2019, 2020, 2021 and 2022. Fire Officers can sell back two (2) twenty-four-hour NPH in the year 2020, and one (1) twenty-four hour NPH in 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.
2. **Additional NPH's for Senior officers:** For each year of the contract three (3) additional twenty-four-hour NPHs shall be available to all members of the S.O.A. All members may elect to sell back up to two (2) 12-Hour NPH's each year. 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.

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 SOA shall take all reasonable steps and actions to facilitate the change to the SHBP.

D. The SOA 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 Article X, Section L.

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.

F. **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.

G. **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 of 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 S.O.A..

H. **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

I. **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 family.

J. **Retirement Benefits:** Refer to schedule C.

K. The Borough shall continue to provide medical, dental and prescription benefits as well as vision reimbursement (maximum \$150.00) at its own cost as set forth in this Article, subject to all unit members contributions pursuant to law.

L. The Borough reserves its right to change insurance carriers so long as equal to or better benefits are provided.

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 minimum of three hours call-in time to be paid at 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 July 1st, 2010, EMS recall shall be \$175.00 for the first call and \$125.00 each subsequent call.

ARTICLE XII - UNIFORM ALLOTMENT

A. For contract year 2016, the Borough shall provide all Fire Officers with a \$600.00 check for clothing and uniforms to be paid on one installment in the first July paycheck. Effective January 1, 2017, for each remaining contract year, any members needing clothing or uniform replacement will notify the Chief of the items needed. Short sleeve Polo shirts will replace the current short sleeve button down work shirts. T-shirts and hats will be provided at the Chief's discretion and shall not be included in the annual allotment.

B. Any uniform damaged while on duty shall be replaced at no cost to the employee.

C. The Department shall provide a FULL uniform allotment to all officers appointed to higher rank independent of the \$600.00 check.

D. All members will follow guidelines for Roselle Fire Departments uniform policy.

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 15th of the preceding year. The dates that the crew changes take effect will be posted by December 31st.

ARTICLE XIV - DEFERRED COMPENSATION PLAN

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

ARTICLE XV - VACATIONS

A. 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 as of January 31st of that year hereinafter referred to as the ("Determining date") shall have had less than 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 (5) five twenty-four-hour tours.
- B. All members who on the determining date shall have had more than 1 year but less than 3 years of continuous employment in a full-time capacity shall be entitled to a vacation period of (5) five twenty-four-hour tours.
- C. All members who on the determining date shall have had more than 3 years but less than 5 years of continuous employment in a full-time capacity shall be entitled to a vacation period of (6) six twenty-four-hour tours.
- D. All members who on the determining date shall have had more than 5 years but less than 10 years of continuous employment in a full-time capacity shall be entitled to a vacation period of (7) six twenty-four-hour tours.

- E. All members who on the determining date shall have had more than 10 years but less than 15 years of continuous employment in a full-time capacity shall be entitled to a vacation period of (8) eight twenty-four-hour tours.
 - F. All members who on the determining date shall have had more than 15 years but less than 20 years of continuous employment in a full-time capacity shall be entitled to a vacation period of (9) nine twenty-four-hour tours.
 - G. All members who on the determining date shall have had more than 20 years or more of continuous employment in a full-time capacity shall be entitled to a vacation period of (10) ten twenty-four-hour tours.
2. All vacation selections must be completed by January 21 of each year.
 3. Vacation brackets and NPHs shall be opened year-round except for the S.O.A. conventions.
 4. 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. 4 consecutive year agreement: January 1, 2019 to December 31, 2022.

Salary changes are reflected in Schedule A.

Effective 1/1/2019: 2.0%

Effective 1/1/2020: 2.0%

Effective 1/1/2021: 2.0%

Effective 1/1/2022: 2.0%

1. Beginning in contract year 2019, the Captains' salary guide will be compressed to three steps: steps 1, 3 and 5 of the expired contract salary guide will remain and become steps 1, 2 and 3, respectively and the percentage increases indicated above will be added to those base salaries to form the new 3-step Captains' Guide. Those members currently on step 3 or 4 of the expired contract salary guide will

move to step 3 of the new 3-step guide.

2. All retroactive income based on salary, steps, and licenses shall be paid in one lump sum at the completion of signing the M.O.A.

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. **Ambulance Care Providers:** A one-time 2% non-pensionable stipend is to be paid one time in either 2020 or 2021 (the percentage shall be applied to the base-salary set forth in the guide for the issuing year of 2020 or 2021). The rate shall remain frozen for the remainder of the contract and shall be non-retroactive.

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

E. 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 - FIRE PREVENTION BUREAU

A. 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.

B. Vacation picks for the Fire Prevention Bureau are to be separate from the rest of the Department.

C. Any off-duty Fire Prevention lectures/programs given by the FPB, compensatory time shall be given back.

D. If a member of the Fire Prevention Bureau 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 S.O.A. contract. Four (4) hours shall be paid on holidays listed in the S.O.A. contract.

E. 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 pay day in December

F. Any member who maintains their Fire Inspector or Fire Official License and working in such capacity, is entitled to the following yearly compensation:

Fire Inspector:	\$2,000.00
Fire Official:	\$3,000.00
Fire Sub-Code Official:	\$3,500.00

Any Battalion Chief who obtains/maintains a Fire Training Instructor Certification Level I shall be paid \$2,000 per year. Any Captain who obtains a Fire Inspector License and works in the capacity of an In-Line Inspector shall be paid \$2,000 per year.

ARTICLE XVIII - MISCELLANEOUS

A. **Funeral Support:** If a fire officer 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. **Assignment Pay:** If a shift commander (Battalion Chief) assignment is vacant for at least thirty (30) calendar days as a result of injury or illness, then the Captain scheduled

to be on duty shall function as the shift commander and shall be paid at the rate of a Battalion Chief being replaced. This shall not supersede the current overtime hiring practice.

C. **Accrual and Payment for Compensatory Time:** Fire officers may accrue and retain one hundred twenty (120) hours of compensatory time. The Borough and the S.O.A. 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 30th.

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 F.M.B.A. 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 Borough will provide for a minimum of four members to attend. This will be done on a voluntary basis. The Borough 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 "B" in the Contract. Scheduled maintenance as per Schedule "B" shall be paid at the regular hourly rate. Non-scheduled maintenance as per Schedule "B" shall be paid at the rate of time and one-half.

J. **Convention Time Off:** Convention leave shall be pursuant to State statute, as may be amended.

K. **Time Off for Union Business:** Any member who holds an elected or appointed position with the New Jersey State F.M.B.A. 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 F.M.B.A. 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 S.O.A. 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.

N. **Sick Time clarification**: The parties agree that they will work collaboratively to develop a side-bar agreement that will differentiate between sick-time, extended sick-time, and injury time for purposes of accounting for sick time usage.

O. **Time-off day of Scheduled Shift**: Members may use any earned time off, such as NPH's or Compensation time, so long as the time off is taken at any time between 0615 and 0645 Hrs. of the member's scheduled shift and it does not create a need to assign overtime.

P. **Fire Instructor** – Any member who maintains their Fire Instructor License and working in such capacity, is entitled to parity with Fire Inspector pay of \$2,000/yr.

ARTICLE XIX - DRUG TESTING POLICY

The S.O.A. and the Borough will institute a mutually agreeable drug testing policy as soon as reasonably possible.

ARTICLE XX - 24/72-HOUR SHIFT SCHEDULE

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

A. Platoons to do "in-service" inspections of the Borough's non-life hazard occupancies.

B. 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.

C. A physical fitness program to be maintained.

D. Renovations and repairs to the firehouse that are within the capabilities of the members of the S.O.A. may be done by the members during their scheduled workday. The Borough shall provide the materials and any necessary equipment that is not available to members in order to complete the work.

E. Non-paid holidays not used during the course of the year shall not be carried over to the following year only.

F. Two (2) NPHS are equivalent to one twenty-four (24) hour work day.

G. If the 10/14 shift is ever reinstated, then any and all benefits that the S.O.A. presently enjoys shall be maintained.

ARTICLE XXI - SICK AND BEREAVEMENT LEAVE

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

- i. Effective January 1, 2015, no sick days used from January 1st through June 30th: \$800.00. Payment for this period shall be made in the second pay period of 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.
- i. 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.
- ii. On the third sick day accumulated during each six (6) month period, the Fire Officer shall not be entitled to receive the incentive compensation for that period.

This compensation shall be retroactive for calendar year 2015, less any sick leave

incentive compensation previously paid: payment for one or both periods for which a Fire Officer qualifies shall be paid in the second pay of March 2016.

B. Officers shall be entitled to unlimited sick time of up to one (1) year. 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 fire officer may take a sick day for one or the other of these sick days or both. If an officer 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. Bereavement Leave: In the event of a death in the Fire Officer'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 two (2) twenty-four hour work days leave with pay, including the day of the funeral, if the funeral falls on a member's scheduled shift. A member shall be granted one (1) twenty-four-hour workday leave with pay to attend the funeral for aunts, uncles, nieces, nephews and spouse's grandparents if the funeral falls on the day of the Fire Officer's scheduled shift. The leave listed herein shall be in addition to vacation, NPH and EDTO time.

A. Unpaid leave pursuant to the Federal FMLA and NJFLA shall be granted to Fire Officers for qualifying reasons.

B. 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 Department's 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.

C. Effective July 1, 2010, Paternity/maternity day: Members shall be permitted the first tour off after the birth of a child.

D. Work-related injury time off shall be defined as time off due to job-related illness or injury. Injury time off shall not be charged to any Fire Officer's benefit time.

E. "Emergency" time off shall be charged to a Fire Officer's personal time at the Chief's discretion.

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

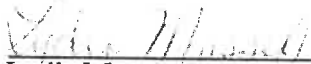
1/7/21
Date

BOROUGH OF ROSELLE


Donald Shaw, Mayor

ATTEST:

1/8/21
Date

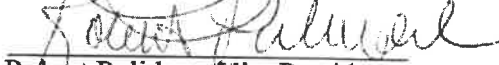

Lydia Massey, Deputy Municipal Clerk
Acting

**ROSELLE SUPERIOR OFFICERS ASSOCIATION,
FMBA LOCAL NO. 255**

1/7/2021
Date


Richard L. Myers, President

1/7/2021
Date


Robert Pulidore, Vice President

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

1/8/21
Date

BOROUGH OF ROSELLE

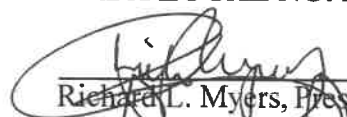
Donald Shaw, Mayor

1/8/21
Date

ATTEST:


Lydia Massey, Deputy Municipal Clerk
Acting

1/7/2021
Date

**ROSELLE SUPERIOR OFFICERS ASSOCIATION,
FMBA LOCAL NO. 255**

Richard L. Myers, President

1/7/2021
Date


Robert Pulidore, Vice President

Rank	Total Base 2020	Longevity	Amount of Increase	Final Base
Capt. Level 3	\$113,373.34	2.0%	\$2,267.47	\$115,640.81
		4.0%	\$4,534.93	\$117,908.27
		6.0%	\$6,802.40	\$120,175.74
		8.0%	\$9,069.87	\$122,443.21
		10.0%	\$11,337.33	\$124,710.67
Capt. Level 2	\$110,615.53	2.0%	\$2,212.31	\$112,827.84
		4.0%	\$4,424.62	\$115,040.15
		6.0%	\$6,636.93	\$117,252.46
		8.0%	\$8,849.24	\$119,464.77
		10.0%	\$11,061.55	\$121,677.08
Capt. Level 1	\$108,213.21	2.0%	\$2,164.26	\$110,377.47
		4.0%	\$4,328.53	\$112,541.73
		6.0%	\$6,492.79	\$114,706.00
		8.0%	\$8,657.06	\$116,870.26
		10.0%	\$10,821.32	\$119,034.53

Rank	Total Base 2021	Longevity	Amount of Increase	Final Base
Capt. Level 3	\$115,640.81	2.0%	\$2,312.82	\$117,953.62
		4.0%	\$4,625.63	\$120,266.44
		6.0%	\$6,938.45	\$122,579.25
		8.0%	\$9,251.26	\$124,892.07
		10.0%	\$11,564.08	\$127,204.89
Capt. Level 2	\$112,827.84	2.0%	\$2,256.56	\$115,084.39
		4.0%	\$4,513.11	\$117,340.95
		6.0%	\$6,769.67	\$119,597.51
		8.0%	\$9,026.23	\$121,854.06
		10.0%	\$11,282.78	\$124,110.62
Capt. Level 1	\$110,377.47	2.0%	\$2,207.55	\$112,585.02
		4.0%	\$4,415.10	\$114,792.57
		6.0%	\$6,622.65	\$117,000.12
		8.0%	\$8,830.20	\$119,207.67
		10.0%	\$11,037.75	\$121,415.22

Rank	Total Base 2022	Longevity	Amount of Increase	Final Base
Capt. Level 3	\$117,953.62	2.0%	\$2,359.07	\$120,312.69
		4.0%	\$4,718.14	\$122,671.77
		6.0%	\$7,077.22	\$125,030.84
		8.0%	\$9,436.29	\$127,389.91
		10.0%	\$11,795.36	\$129,748.98
Capt. Level 2	\$115,084.39	2.0%	\$2,301.69	\$117,386.08
		4.0%	\$4,603.38	\$119,687.77
		6.0%	\$6,905.06	\$121,989.46
		8.0%	\$9,206.75	\$124,291.14
		10.0%	\$11,508.44	\$126,592.83
Capt. Level 1	\$112,585.02	2.0%	\$2,251.70	\$114,836.72
		4.0%	\$4,503.40	\$117,088.42
		6.0%	\$6,755.10	\$119,340.12
		8.0%	\$9,006.80	\$121,591.82
		10.0%	\$11,258.50	\$123,843.52

Battalion Chief Salary Schedule 2019-2022

Rank	Total Base 2019	Longevity	Amount of Increase	Final Base
B/C Level 3	\$128,020.34	2.0%	\$2,560.41	\$130,580.74
		4.0%	\$5,120.81	\$133,141.15
		6.0%	\$7,681.22	\$135,701.56
		8.0%	\$10,241.63	\$138,261.96
		10.0%	\$12,802.03	\$140,822.37
B/C Level 2	\$125,976.70	2.0%	\$2,519.53	\$128,496.23
		4.0%	\$5,039.07	\$131,015.77
		6.0%	\$7,558.60	\$133,535.30
		8.0%	\$10,078.14	\$136,054.83
		10.0%	\$12,597.67	\$138,574.37
B/C Level 1	\$120,499.60	2.0%	\$2,409.99	\$122,909.59
		4.0%	\$4,819.98	\$125,319.58
		6.0%	\$7,229.98	\$127,729.57
		8.0%	\$9,639.97	\$130,139.56
		10.0%	\$12,049.96	\$132,549.56

Rank	Total Base 2020	Longevity	Amount of Increase	Final Base
B/C Level 3	\$130,580.74	2.0%	\$2,611.61	\$133,192.36
		4.0%	\$5,223.23	\$135,803.97
		6.0%	\$7,834.84	\$138,415.59
		8.0%	\$10,446.46	\$141,027.20
		10.0%	\$13,058.07	\$143,638.82
B/C Level 2	\$128,496.23	2.0%	\$2,569.92	\$131,066.16
		4.0%	\$5,139.85	\$133,636.08
		6.0%	\$7,709.77	\$136,206.01
		8.0%	\$10,279.70	\$138,775.93
		10.0%	\$12,849.62	\$141,345.86
B/C . Level 1	\$122,909.59	2.0%	\$2,458.19	\$125,367.78
		4.0%	\$4,916.38	\$127,825.97
		6.0%	\$7,374.58	\$130,284.16
		8.0%	\$9,832.77	\$132,742.36
		10.0%	\$12,290.96	\$135,200.55

Rank	Total Base 2021	Longevity	Amount of Increase	Final Base
B/C Level 3	\$133,192.36	2.0%	\$2,663.85	\$135,856.20
		4.0%	\$5,327.69	\$138,520.05
		6.0%	\$7,991.54	\$141,183.90
		8.0%	\$10,655.39	\$143,847.75
		10.0%	\$13,319.24	\$146,511.59
B/C Level 2	\$131,066.16	2.0%	\$2,621.32	\$133,687.48
		4.0%	\$5,242.65	\$136,308.80
		6.0%	\$7,863.97	\$138,930.13
		8.0%	\$10,485.29	\$141,551.45
		10.0%	\$13,106.62	\$144,172.77
B/C Level 1	\$125,367.78	2.0%	\$2,507.36	\$127,875.14
		4.0%	\$5,014.71	\$130,382.49
		6.0%	\$7,522.07	\$132,889.85
		8.0%	\$10,029.42	\$135,397.20
		10.0%	\$12,536.78	\$137,904.56

Rank	Total Base 2022	Longevity	Amount of Increase	Final Base
B/C Level 3	\$135,856.20	2.0%	\$2,717.12	\$138,573.33
		4.0%	\$5,434.25	\$141,290.45
		6.0%	\$8,151.37	\$144,007.58
		8.0%	\$10,868.50	\$146,724.70
		10.0%	\$13,585.62	\$149,441.82
B/C Level 2	\$133,687.48	2.0%	\$2,673.75	\$136,361.23
		4.0%	\$5,347.50	\$139,034.98
		6.0%	\$8,021.25	\$141,708.73
		8.0%	\$10,695.00	\$144,382.48
		10.0%	\$13,368.75	\$147,056.23
B/C Level 1	\$127,875.14	2.0%	\$2,557.50	\$130,432.64
		4.0%	\$5,115.01	\$132,990.14
		6.0%	\$7,672.51	\$135,547.64
		8.0%	\$10,230.01	\$138,105.15
		10.0%	\$12,787.51	\$140,662.65

Schedule B
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 C
ORDINANCE

As delineated in Ordinance Section 25-5(A) of the Borough Code:

In addition to the above salaries and longevity compensation, the Borough shall pay full contributions, except for any negotiated or legally mandated employee contributions, for prescription, hospital and medical insurance for all current and retired employees and their dependents; if the retired employee predeceases the dependents, the dependents shall continue to be covered. As to a surviving spouse, the benefits shall continue until the spouse remarries or reaches the age of 65 years whichever comes first. Upon reaching eligibility for Medicare, the Borough agrees to reimburse a retiree and his/her spouse for Medicare premiums. The Borough may change insurance carriers so long as the new carrier provides equivalent benefits and copays to the prior plan.

