

21.

A G R E E M E N T

1388

BETWEEN

CITY OF LINDEN

AND

CITY OF LINDEN DEPUTY FIRE CHIEFS' ASSOCIATION
F.M.B.A. LOCAL 234

JANUARY 1, 1998 THROUGH DECEMBER 31, 2000
(AMENDMENT THROUGH DECEMBER 31, 2001)

LAW OFFICES

DORF & DORF, P.C.
2376 St. Georges Avenue
Rahway, New Jersey 07065

This Amendment to Agreement provides for the changes noted below.

ARTICLE VIII

COMPENSATION

A. Salary

4. Annual Salary for 2001 for Deputy Chiefs shall be as follows:

<u>Annual Salary</u>	<u>2001</u>
Deputy Fire Chief	\$96,009

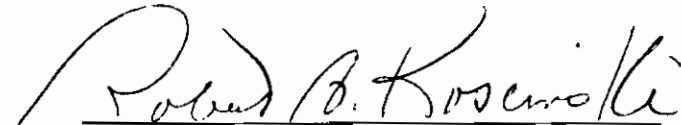
ARTICLE XVIII

DURATION

A. This Agreement entered into this 15th day of DECEMBER, 2000 shall be effective from January 1, 2001 through December 31, 2001. Any changes in salary or other economic benefits will apply only to those Deputy Chiefs in the employ of the City as of the date of signing of this Agreement or who retired from the employ of the City or who died during the term of this Agreement. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than ninety (90) calendar days nor less than sixty (60) calendar days prior to such expiration date. Within fifteen (15) calendar days of the receipt of notification by either party, a conference shall be held between the City and the F.M.B.A. Negotiating Committee for the purpose of such Agreement, modification or termination.

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

LINDEN DEPUTY FIRE CHIEFS ASSN.
F.M.B.A., LOCAL 234

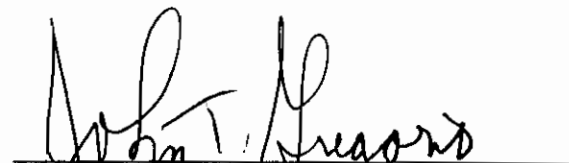


PRESIDENT

ATTEST:

SECRETARY

CITY OF LINDEN



MAYOR, JOHN T. GREGORIO

ATTEST:



VAL D. IMBRIACO, CITY CLERK

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement between the City of Linden, New Jersey (hereinafter referred to as "City") and City of Linden Deputy Fire Chiefs Association, FMBA Local 234, hereinafter referred to as the "Deputy Fire Chiefs") is being entered into by the parties for the purpose of implementation of a 24-72 work schedule and requires modification of those provisions of the Fire Officers Agreement and noted below.

The City and the Deputy Fire Chiefs agree and intend that the trial work schedule shall qualify for and be consistent with the fire protection modification and exemption from overtime compensation provisions of the United States Fair Labor Standards Act, Section 7(k).

The parties therefore agree as follows:

I. Trial Work Schedule

A. In accordance with the provisions of this Memorandum of Agreement, the City and the Deputy Fire Chiefs agree to the implementation of a 24-72 work schedule for employees assigned to line fire fighting platoons for a one (1) year trial period commencing on or about January 1, 2001. The 24-72 work schedule shall be based upon a recurring work period of 28 days consisting of a 24 hour tour of duty, followed by 72 hours off on a

recurring basis. The aforementioned schedule constitutes a regular recurring work period within the meaning of Section 7(k) of the FLSA. Each employees specific days on and days off duty shall be determined by the City.

B. Employees who are scheduled and required to attend training sessions on days other than their normally scheduled work day will be compensated at straight time in compensatory time for such in-service training.

II. Conversion of "Days" to "Hours"

A. During the trial period and any continuation thereof, days as noted below shall be converted to "hours" on the basis of one (1) day equals twelve (12) hours.

1. "Operational Periods" shall mean either eleven (11) or thirteen (13) hours as presently utilized.

2. Vacation time shall be taken as full shifts only in blocks of twenty-four (24) hours.

3. Sick time may upon approval of the Chief or his designee be taken in operational periods of eleven (11) (short day) or thirteen (13) (long night) hours.

B. Agreement Adjustments

1. Article V - Vacation - "Working days" to be converted to twelve (12) hours per working day.

2. Article VI - Holidays-Personal Days - Throughout this Article "day" to be converted to hours at the rate of twelve (12) hours per day.

3. Article VII - Leaves - "Day" to be converted to hours at the rate of twelve (12) hours per day.

Section A. 3a.- First sentence to read as follows during the trial period: "All members of the Fire Department are entitled to 180 hours of sick leave per year cumulatively to be taken in units of 11 or 13 hour operational periods or 10 hours for those employees engaged in non-fire fighting duties.

Throughout the balance of Article days to be converted to hours at the rate of twelve (12) hours per day.

Section G clarified to read "fifteen (15) calendar days" in the seventh line.

Article VIII - Compensation - "Days" to be converted to hours on the basis of twelve (12) hours per day.

5. It is the intention of the City and the Deputy Fire Chiefs that by implementing on a trial basis a 24-72 work schedule that no employees will receive any additional benefits by way of time or otherwise. In the event that any provisions of the Agreement have not been specifically mentioned above, with regard to the conversion to hours from days during the trial

period, the parties agree that such conversion shall be so done, so that vacations, other time off and like benefits of employees during the trial period are as close to the previous (11/13) schedule as possible without any increases.

C. The City, in its sole discretion, reserves the right to change back to the 11/13 hour operational periods after thirty (30) days prior written notice to the Deputy Fire Chiefs Association, FMBA Local 234. Such decision by the City is not subject to negotiations or arbitration.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seal this 20th day of Dec. 2000.

LINDEN DEPUTY FIRE CHIEFS
ASSOCIATION, FMBA LOCAL 234

CITY OF LINDEN

Robert A. Kosciuszki
John T. Gregorio
Mayor, John T. Gregorio