

BOROUGH OF ROSELLE
AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL #55
ROSELLE FIRE DEPARTMENT

PERIOD OF CONTRACT: JANUARY 1, 1996 THROUGH DECEMBER 31, 1999

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THIS AGREEMENT REACHED AND ENTERED INTO THIS _____ DAY
OF _____ 1997 BY AND BETWEEN THE BOROUGH OF ROSELLE NEW
JERSEY HEREINAFTER REFERRED TO AS THE "BOROUGH" AND THE FIREMEN'S
MUTUAL BENEVOLENT ASSOCIATION, LOCAL #55 OF ROSELLE FIRE
DEPARTMENT, HEREINAFTER REFERRED TO AS THE "F.M.B.A."

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ARTICLE I - RECOGNITION

A. THE BOROUGH RECOGNIZES THE FMBA 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 FROM 4TH GRADE PERMANENT APPOINTMENT THROUGH AND INCLUDING THE RANK OF CAPTAIN, EXCLUDING CALLMEN AND PART-TIME PERSONNEL.

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AGENCY SHOP CLAUSE

ANY EMPLOYEE IN THE BARGAINING UNIT ON THE EFFECTIVE DATE OF THIS AGREEMENT WHO DOES NOT JOIN THE FMBA WITHIN THIRTY (30) DAYS, THEREAFTER, ANY NEW EMPLOYEE WHO DOES NOT JOIN 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 MEMBERSHIP DUES, FEES AND ASSESSMENTS AS CERTIFIED TO THE EMPLOYER BY THE FMBA. THE FMBA MAY REVISE ITS CERTIFICATION OF THE AMOUNT OF THE REPRESENTATION FEE AT ANY TIME TO REFLECT CHANGES IN THE FMBA MEMBERSHIP DUES, FEES AND ASSESSMENTS. THE FMBA'S ENTITLEMENT TO REPRESENTATION FEE SHALL CONTINUE BEYOND THE TERMINATION DATE OF THIS AGREEMENT SO LONG AS THE FMBA REMAINS THE MAJORITY REPRESENTATIVE OF THE EMPLOYEES IN THE UNIT, PROVIDED THAT NO MODIFICATION IS MADE IN THIS PROVISION BY AS SUCCESSOR AGREEMENT BETWEEN THE FMBA AND THE EMPLOYER.

THE FMBA HEREBY CERTIFIES THAT IT HAS ESTABLISHED A DEMAND AND RETURN SYSTEM WHICH PROVIDED PRO RATA RETURNS AND WHICH OTHERWISE MEETS REQUIREMENT OF N.J.S.A. 34:13 (A) -5.5 ET SEQ.

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ARTICLE II - MAINTENANCE OF PRIVILEGES

A. AS PER RULES AND REGULATIONS, GENERAL ORDERS, DIRECTIVES
AND MEMOS.

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ARTICLE III - SAVING CLAUSE

A. 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.

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PAST PRACTICE CLAUSE

ALL OTHER RIGHTS, BENEFITS, AND PRIVILEGES ENJOYED BY EMPLOYEES 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 EMPLOYEES BY LAWS OF THE UNITED STATES, LAWS OF NEW JERSEY, CIVIL SERVICE LAWS OF NEW JERSEY OR ORDINANCES OF THE BOROUGH OF ROSELLE.

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PERSONNEL FILES

SECTION 1: 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.

SECTION 2: 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.

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ARTICLE IV - GRIEVANCE PROCEDURES

A. THE FOLLOWING PROCEDURE FOR ADJUSTING GRIEVANCES BETWEEN THE BOROUGH AND THE FMBA, LOCAL NO. 55, IS INTENDED TO PROVIDE THE BOROUGH AND THE FMBA, LOCAL NO. 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 AS TO THE MEANING, APPLICATION, OR OPERATION OF ANY OF THE PROVISIONS OF THE CONTRACT BETWEEN THE BOROUGH AND THE FMBA, SUCH GRIEVANCE SHALL BE PRESENTED BY EITHER PARTY TO THE CHIEF OF THE DEPARTMENT AS HEREINAFTER SET FORTH IS 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 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 WITH 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

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FMBA REPRESENTATIVES, THE AGGRIEVED PARTY AND THE BOROUGH ADMINISTRATOR SHALL MEET WITH A VIEW TOWARDS REACHING A SETTLEMENT OF THE DISPUTE. SHOULD AN AGREEMENT NOT BE REACHED WITHIN TEN (10) DAYS FROM THE DATE THE GRIEVANCE IS PRESENTED TO THE APPROPRIATE PARTIES UNDER STEP 2, THE AGGRIEVED PARTY, THROUGH HIS DESIGNATED REPRESENTATIVES SHALL FURNISH A WRITTEN STATEMENT OF THE GRIEVANCE TO THE BOROUGH ADMINISTRATOR ON A FORM PROVIDED BY THE BOROUGH FOR REFERRAL OF SAME TO STEP 3.

STEP 3 - WITHIN TEN (10) DAYS FROM THE DATE OF SUBMISSION OF THE WRITTEN STATEMENT HEREINBEFORE REFERRED TO, THE APPROPRIATE FMBA REPRESENTATIVES, THE AGGRIEVED PARTY, AND MAYOR AND COUNCIL SHALL MEET WITH A VIEW TOWARDS REACHING A SETTLEMENT OF THE DISPUTE. SHOULD AN AGREEMENT NOT BE REACHED WITH TWO (2) WEEKS FROM THE DATE THE GRIEVANCE IS PRESENTED TO THE APPROPRIATE PARTIES UNDER STEP 3, THE AGGRIEVED PARTY, THROUGH HIS DESIGNATED REPRESENTATIVES, MAY SUBMIT THE GRIEVANCE TO THE STATE PUBLIC EMPLOYMENT 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 BY WRITTEN DEMAND

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UPON THE OTHER PARTY SPECIFYING THE NATURE OF THE UNSETTLED GRIEVANCE OR OTHER MATTER IN DISPUTE. WITHIN FIFTEEN (15) DAYS FOLLOWING PRESENTATION OF SUCH DEMAND, THE PARTY DEMANDING ARBITRATION SHALL REQUEST THE PUBLIC EMPLOYMENT RELATIONS COMMISSION TO APPOINT AN ARBITRATOR TO HEAR THE DISPUTE IN THE MANNER SET FORTH IN THE RULES AND REGULATIONS COMMISSION TO APPOINT AN ARBITRATOR TO HEAR THE DISPUTE IN THE MANNER SET FORTH IN THE RULES AND REGULATIONS AND STATEMENT OF PROCEDURE OF THE PUBLIC EMPLOYMENT RELATION 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 AND THE BOROUGH.

5. THE REASONABLE EXPENSES OF THE ARBITRATOR HEREINBEFORE REFERRED TO SHALL BE BORNE EQUALLY BY THE BOROUGH AND THE FMBA 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 FMBA 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, THE LATTER AGREES TO RELEASE THE WITNESSES AS REQUESTED WITHOUT PENALTY TO SUCH WITNESSES.

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6. NOTHING IN THE WITHIN GRIEVANCE PROCEDURE SHALL ELIMINATE, REPEAL, OR MODIFY LOCAL ORDINANCES, PROCEDURES, OR CIVIL SERVICES 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 OF THE DEPARTMENT OR HIS AUTHORIZED REPRESENTATIVES MAY BE PRESENT AT ANY OR ALL MEETINGS.

9. THERE SHALL BE AN FMBA REPRESENTATIVE PRESENT AT INQUIRES INVOLVING FMBA MEMBERS. THE FMBA SHALL BE NOTIFIED IN WRITING OF THE DATE AND TIME OF SUCH INQUIRES. IF THE MEMBER BEING BROUGHT UP ON CHARGES AGREES TO HAVING THE FMBA MEET WITH THE HEARING OFFICER PRIOR TO THE HEARING, THEN SUCH MEETING SHALL TAKE EFFECT AS SOON AS POSSIBLE AFTER THE INQUIRY.

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B. IN ADDITION TO THE SALARY ORDINANCE AS MADE PART OF THIS CONTRACT, LONGEVITY SHALL BE PAID AS HERINAFTER FIXED AND DETERMINED, SUCH LONGEVITY PAY TO BE CONSIDERED AS ADDITIONAL COMPENSATION BASED UPON LENGTH OF SERVICE AS ACCORDING TO THE FOLLOWING SCHEDULE:

6TH THROUGH 10TH YEAR	2%
11TH THROUGH 15TH YEAR	4%
16TH THROUGH 20TH YEAR	6%
21ST THROUGH 24TH YEAR	8%
25TH YEAR AND OVER	10%

SUCH ADDITIONAL COMPENSATION SHALL BE BASED UPON THE ANNUAL BASE SALARY EXCLUSIVE OF ANY ADDITIONAL COMPENSATION OF ANY NATURE INCLUDING OVERTIME. EFFECTIVE JULY 1, 1993 THE \$2,000 CAP ON LONGEVITY SHALL BE LIFTED. NO MEMBER WHO PRESENTLY RECEIVES MORE THAN THE CAP SHALL BE DENIED THIS MONEY. THE LONGEVITY SHALL APPLY TO ALL MEMBERS OF THE FMBA.

HOLIDAYS: THE FOLLOWING HOLIDAYS SHALL BE PAID TO FIREFIGHTERS:

- | | |
|-------------------------------|--------------------------|
| NEW YEAR'S DAY | INDEPENDENCE DAY |
| MARTIN LUTHER KING'S BIRTHDAY | 1ST 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 |

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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 1ST; AND ALL ANNIVERSARIES FALLING BETWEEN JULY 1ST AND DECEMBER 31ST BECOMING EFFECTIVE JULY 1ST.

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.

ALL PERIODS OF EMPLOYMENT SHALL BE COMPUTED FROM THE ANNIVERSARY DATE OF EMPLOYMENT AS AN EMPLOYEE OF THE BOROUGH.

D. **SCHEDULE FOR PAYMENT OF HOLIDAYS:** ALL HOLIDAYS SCHEDULED TO BE PAID, SHALL BE COMPUTED ON A DAILY RATE, BASED ON TWELVE HOURS. HOURLY RATE IS TO BE COMPUTED AS IN THE EXAMPLE OF THIS SECTION.

EXAMPLE: STRAIGHT TIME HOURLY RATE
\$10 X 12 = \$120 PAID HOLIDAY RATE

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E. HOLIDAYS IN PENSION: HOLIDAYS SHALL BE INCLUDED IN THE PENSION.
(NPHD)

F. NON PAID HOLIDAYS: 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.

G. PARTIAL NON-PAID HOLIDAYS: PARTIAL DAYS MAY BE APPLIED TO NPHS AND EDTO DAYS. TERMS AND CONDITIONS SHALL BE AGREED TO BY THE FMBA AND THE CHIEF AND SHALL BE INCLUDED IN THE RULES AND REGULATIONS. PARTIAL NPHS AND EDTO DAYS MAY BE TAKEN IN A MINIMUM OF 2 HOUR INCREMENTS.
(Extra Duty Time off)

H. 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, NJ STATE FMBA VALOR AWARDS, ST. BARNABAS VALOR AWARDS OR ANY STATE OR FEDERAL VALOR AWARDS HE SHALL RECEIVE THE ENTIRE 24 HR. SHIFT OFF ON THE DAY OF THE AFFAIR.

I. 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.

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J. 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.

K. T.B. TESTS: ANNUAL T.B. TESTS TO BE PROVIDED BY THE BOROUGH, AT THE MUTUAL CONVENIENCE OF BOTH THE BOROUGH AND THE FMBA.

L. DENTAL HEALTH COVERAGE: THE BOROUGH WILL PROVIDE COVERAGE FOR THE EMPLOYEE AND THE SPOUSE AND CHILDREN AT NO COST TO THE EMPLOYEE. (Effective January 1, 1997)

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THE BOROUGH WILL PERMIT THE EMPLOYEE TO ENROLL ELIGIBLE DEPENDENTS IN THE PROGRAM. ~~THE EMPLOYEE WILL BE RESPONSIBLE FOR THE FULL COST OF DEPENDENT'S ENROLLED IN THE PLAN.~~

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M. PRESCRIPTION COVERAGE: THE BOROUGH SHALL PROVIDE ALL EMPLOYEES COVERED BY THIS AGREEMENT WITH A DRUG PRESCRIPTION PLAN. ~~THE PLAN TO BE PROVIDED WILL BE A \$2.00 CO-PAY PER PRESCRIPTION. THE FULL COST OF THIS PLAN WILL BE PAID BY THE~~

The plan shall provide ~~either~~ a \$5.00 and \$10.00 co-pay per prescription

All members will be reimbursed by the Borough \$5.00 for every \$5.00 prescription and \$8.00 for every ten dollar prescription. Members enrolled in a traditional health plan shall submit their claims after they have met their family deductible to their health insurance carrier for reimbursement.

RETIREES MAY STAY IN THE PRESCRIPTION PLAN WITH THE RETIREE PAYING THE COST OF THE PREMIUM.

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N. HEPATITIS 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 IN AN ANNUAL BASIS TO ALL

Any difference in cost shall be reimbursed by the Borough. At the FMBA's option, they may choose a \$3.00 and \$5.00 co-pay prescription plan; this will be a traditional co-payment plan.

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MEMBERS WHO WISH TO TAKE PART OF THIS SERVICE. FOLLOW-UP TESTS SHALL BE PROVIDED TO SEE WHETHER THE VACCINES HAVE TAKEN EFFECT.

O. EMPLOYEE DIES IN THE LINE OF DUTY: IF AN EMPLOYEE DIES IN THE LINE OF DUTY THE TOWN SHALL PROVIDE HOSPITALIZATION, DENTAL, ^{and dental} *pm* 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.

P. BUILDING CONDITION: THE TOWN SHALL MAINTAIN THE PROPERTY IN THE FIREHOUSE IN GOOD CONDITION AND SHALL REPLACE OR REPAIR ANY MAJOR APPLIANCES IF THEY SHOULD NOT OPERATE PROPERLY.

Q. 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 TIME AND ONE-HALF.

R. OPTICAL COVERAGE: BEGINNING JANUARY 1, 1990 THE BOROUGH SHALL PROVIDE THE FOLLOWING BENEFIT SHALL BE PAID DIRECTLY BY THE BOROUGH UPON PRESENTATION OF RECEIPTS OF EXPENSES INCURRED BY EMPLOYEE.

COST OF EXAM:	\$ 30.00
COST OF FRAMES AND LENSES:	<u>\$ 70.00</u>
TOTAL ANNUAL BENEFIT:	\$100.00

S. OVERTIME:

1. OVERTIME SHALL BE PAID AT ONE AND ONE-HALF (1 1/2) TIMES THE ESTABLISHED HOURLY RATE OF PAY.

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2. **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 HRS PER YEAR. THERE BEING A TWENTY FOUR HOUR SHIFT SCHEDULE ESTABLISHED FOR THE DEPARTMENT, TWELVE HOURS SHALL BE USED AS THE BASE FOR COMPUTING A DUTY SHIFT. (EXAMPLE: ~~INFRA~~ ^{See Below})

EXAMPLE I. DOLLAR FIGURES AR NOT ACTUAL, USED FOR EXAMPLE ONLY. ESTABLISHING HOURLY RATE, FIRST GRADE FIREFIGHTERS, WITH 2% LONGEVITY, 1.5% EMT DIFFERENTIAL : SALARY EQUALS \$16, 194 DIVIDED BY 2.184 HOURS. EQUALS \$7.41 PER HOUR.

EXAMPLE II. DOLLAR FIGURES ARE NOT ACTUAL, USED FOR EXAMPLE ONLY ESTABLISHING DAILY RATE, FIRST GRADE FIREFIGHTER WITH 2% LONGEVITY, 1.5% EMT DIFFERENTIAL: \$7.41 PER HOUR X 12 HOURS EQUALS \$88.92 DAILY.

EXAMPLE III. DOLLAR FIGURES ARE NOT ACTUAL, USED FOR EXAMPLE ONLY. ESTABLISHING HOURLY RATE FOR OVERTIME. (TIME AND ONE-HALF). FIRST GRADE FIREFIGHTERS WITH 2% LONGEVITY, 1.5% EMT DIFFERENTIAL: \$7.41 PER HOUR X 1 1/2 EQUALS \$11.12 PER HOUR.

T. **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.

THERE SHALL BE A MINIMUM OF 4 HRS. RECALL PAID AT TIME AND ONE HALF WHEN CALLED IN ON THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, CHRISTMAS, EASTER, JULY 4TH, LABOR DAY, THANKSGIVING AND MEMORIAL DAY. HOLIDAYS OVERTIME SHALL BEGIN AT 0000 HRS. AND END AT 2359 HRS. ON THE HOLIDAY DATE.

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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.

U. OTHER THAN EMERGENCY OVERTIME: WHEN IT IS DETERMINED BY THE OFFICER IN CHARGE THAT A MEMBER OR MEMBERS MUST BE ORDERED TO ~~W~~ WORK OVERTIME FOR OTHER THAN ACTUAL FIRE OR OTHER EMERGENCIES, SUCH AS, BUT NOT LIMITED TO, THE FILLING OF DUTY SHIFTS TO MINIMUM MAN POWER STRENGTH, SAID OVERTIME SHALL BE PAID IN MONETARY TERMS AND NOT COMPENSATORY TIME.

WHEN ANY EMPLOYEE IS ORDERED IN FOR MEETINGS OR HEARINGS THAT ARE CONSIDERED NECESSARY BY THE FIRE DEPARTMENT , SAID EMPLOYEE SHALL BE ENTITLED TO HOUR FOR HOUR PAY.

V. DISABILITY RETIREMENT: IF AN EMPLOYEE IS FORCED TO RETIRE BECAUSE OF JOB RELATED INJURIES THE TOWN SHALL PROVIDE HOSPITALIZATION, DENTAL, PRESCRIPTION COVERAGE AND EYEGLASS BENEFITS FOR EMPLOYEE AND HIS FAMILY. ^{24 hr pm}

W. LIGHT OR LIMITED DUTY: IF A MEMBER IS ON LIGHT OR LIMITED DUTY HE SHALL REMAIN IN THE OVERTIME HIRING ROTATING PROVIDED THAT THERE IS NO ONE ON LIGHT OR LIMITED DUTY ON THE CREW HE WILL WORK OVERTIME ON.

X. CONVENTION TIME OFF: ALL DELEGATES TO CONVENTIONS; FMBA AND RELIEF, SHALL RECEIVE THE ENTIRE 24 HR. SHIFT OFF IF THEY ARE DUE TO WORK ON THE LAST DAY OF THE CONVENTION.

Y. WORK IN A HIGHER RANK: ANY EMPLOYEE COVERED BY THIS AGREEMENT WHO IS APPOINTED TO WORK IN A HIGHER RANK, SHALL RECEIVE THE

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COMPENSATION FOR THE HIGHER RANK EFFECTIVE THE DATE OF APPOINTMENT.

Z. TIME OFF FOR UNION BUSINESS: ANY MEMBER WHO HOLDS AN ELECTED OR APPOINTED POSITION WITH THE NJ STATE FMBA SHALL BE GRANTED THE DAY (S) OFF TO ATTEND STATE MEETINGS, SEMINARS AND CONVENTIONS. THE EXECUTIVE DELEGATE FOR THE LOCAL SHALL BE GRANTED THE DAY (S) OFF 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 MEETING THE EMPLOYEE SHALL RETURN TO WORK. TIME OFF SHALL BE GRANTED PROVIDED NO OVERTIME IS REQUIRED TO FILL VACANCY.

ARTICLE VI: 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 WORK SHIRTS. THREE (3) LONG SLEEVE WORK SHIRTS, ONE (1) DUTY JACKET, ONE (1) HAT (ONE WINTER), ONE (1) WINTER JACKET AND ONE DRESS UNIFORM. TWO (2) JUMPSUITS SHALL BE PROVIDED FOR EMTS. TWO (2) BASEBALL CAPS. FOUR (4) T-SHIRTS AND ONE (1) F.D. SWEATSHIRT SHALL ALSO BE ISSUED.

MEMBERS OF ALL THE MAINTENANCE CREW SHALL RECEIVE TWO (2) PAIR OF

COVERALLS UPON BEING ASSIGNED TO THE CREW. THEREINAFTER, THESE

2 long-sleeve shirts, 2 short sleeve shirts, 2 baseball-style hats, 4 T-shirts, 1 sweatshirt shall be provided on an annual basis. All other items listed shall be provided on an "as needed" basis if approved by the fire chief or his designee.

~~SHALL BE PROVIDED ON AN ANNUAL BASIS AND~~

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. *if approved by the fire chief or his designee.*

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T-SHIRTS (100% COTTON, NAVY BLUE, ROSELLE F.D. 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 HRS.) WHILE PERFORMING DUTIES THAT MAY CAUSE THE REGULAR UNIFORM SHIRT TO BECOME SOILED. (EX.: HOSE CHANGES, TRAINING, ETC.) THE DUTY OFFICER SHALL MAKE THE DETERMINATION.

F.D. BASEBALL CAPS MAY BE WORN AT ANYTIME, SUMMER AND WINTER ACCORDINGLY.

F.D. SWEATSHIRTS MAY BE WORN INSTEAD OF THE REGULAR DUTY JACKET DURING COLDER WEATHER.

ARTICLE VII: 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 DEC. 15TH OF THE PRECEDING YEAR. THE DATES AND THE CREW CHANGES TAKE EFFECT WILL BE POSTED BY DEC. 31.

ARTICLE VIII: DIFFERED PENSION PLAN: THERE SHALL BE A DIFFERED PENSION PLAN OFFERED TO ALL EMPLOYEES COVERED BY THIS AGREEMENT.

ARTICLE IX: 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.

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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 - 18 DAYS VACATION
- C. THREE (3) TO FIVE (5) YEARS - 21 DAYS VACATION
- D. FIVE (5) TO TEN (10) YEARS - 23 DAYS VACATION
- E. TEN (10) TO FIFTEEN (15) YEARS - 28 DAYS VACATION
- F. FIFTEEN (15) TO TWENTY (20) YEARS - 28 DAYS VACATION
- G. TWENTY PLUS YEARS - ³¹~~21~~ DAYS VACATION *IAS pm*

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 CONVENTION.

9-21
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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.

WHEREAS: A SETTLEMENT HAS BEEN REACHED BETWEEN THE BOROUGH OF ROSELLE AND THE ROSELLE F.M.B.A. FOR THE CALENDAR YEARS 1996, 1997 1998 AND 1999, AND

WHEREAS: ORDINANCE 1854 HAS BEEN PREVIOUSLY ADOPTED ALLOWING FOR A MAXIMUM PAY SCALE FOR THE FIRE DEPARTMENT, AND

WHEREAS: THE SETTLEMENT IS IN LINE WITH THE ADOPTED ORDINANCE,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF ROSELLE THAT THE SALARIES FOR THE ROSELLE FIRE DEPARTMENT SHALL BE PAID AT THE FOLLOWING SCALE

	1-1-96 2-52/13.5	1-1-97 2-52/13.5	1-1-98 2-52/13.5	1-1-99 31/151
Prob.	29,361	30,095	30,923	31,851
4th	40,742	41,761	42,909	44,196
3rd	44,911	46,034	47,300	48,719
2nd	46,770	47,939	49,257	50,735
1st	49,079	50,306	51,689	53,240
Lt.	55,214	57,097	59,184	61,266 226
Capt.	62,116	64,805	67,766	70,410

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EMT 21

Prob.	29,948	30,697	31,541	32,488
4th	41,557	42,596	43,767	45,080
3rd	45,809	46,955	48,246	49,693
2nd	47,705	48,898	50,242	51,750
1st	50,061	51,312	52,723	54,305

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The probation period listed above shall refer to the first 13 pay periods (3 months).

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All other grades shall be based on a 52 week period. The first pay period following 3 years 3 months will be the first pay period at first grade pay rate

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ARTICLE X: DIFFERENTIAL BETWEEN RANKS: THE OFFICERS DIFFERENTIAL

BETWEEN RANKS SHALL BE AS FOLLOWS:

JANUARY 1, 1996 - ~~11.8%~~ 12.5%
JANUARY 1, 1997 - 13.5%
JANUARY 1, 1998 - 14.5%
JANUARY 1, 1999 - 15.0%

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THIS IS CALCULATED ABOVE FIREFIGHTERS BASE PAY (EXCLUDING EMT AND AMBULANCE CARE PROVIDER DIFFERENTIALS) FOR LIEUTENANTS AND ABOVE LIEUTENANTS BASE PAY FOR CAPTAINS.

EMTS: FF/EMTS SHALL HAVE THE FOLLOWING DIFFERENTIAL ADDED TO THEIR BASE PAY.

1/1/93 - 0.5%
1/1/94 - 1.5%
1/1/95 - 2.0%

AMBULANCE CARE PROVIDERS SHALL HAVE THE FOLLOWING DIFFERENTIAL ADDED TO THEIR BASE PAY

1/1/97 - 1.0%
1/1/98 - 1.0%
1/1/99 - 1.0%

EFFECTIVE JANUARY 1, 1993 ALL LICENSED EMTS IN THE UNIT SHALL RECEIVE THE FOLLOWING EDUCATION BENEFIT ANNUAL STIPEND ADDED TO THEIR BASE PAY.

1/1/93- \$200 ANNUALLY
1/1/94 - \$400 ANNUALLY
1/1/95- \$600 ANNUALLY
1/1/96- \$700 ANNUALLY
1/1/97 - \$800 ANNUALLY
1/1/98 - \$900 ANNUALLY
1/1/99- \$1000 ANNUALLY

FIRE PREVENTION BUREAU

1. IF A MEMBER OF THE FIRE PREVENTION BUREAU ATTENDS A RECTIFICATION SEMINAR ON A REGULAR DAY OFF THEN SAID MEMBER SHALL RECEIVE ANOTHER WEEKDAY OFF.

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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 FIRE PREVENTION BUREAUS IS CALLED IN ON AN INVESTIGATION /ARSON CALL WHEN OFF DUTY THEN A MINIMUM OF THREE (3) HOURS O.T. SHALL BE GIVEN AS PROVIDED IN FMBA CONTRACT. FOUR (4) HOURS SHALL BE PAID ON HOLIDAYS LISTED IN FMBA 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 PAY DAY IN DECEMBER.
6. EFFECTIVE JANUARY 1, 1993 THERE SHALL BE FIRE PREVENTION BUREAU STIPENDS FOR MAINTAINING THE FOLLOWING LICENSES:

	<u>1996</u>	<u>1997</u>	<u>1998</u>
FIRE INSP.:	\$ 650	\$ 775	\$ 900
FIRE OFFICIAL:	\$1000	\$1150	\$1300
FO, ICS:	\$1350	\$1525	\$1700
FO,ICS, HHS:	\$1750	\$1925	\$2100
FO, ICS, HHS, SUB-CODE OFFICIAL	\$2150	\$2300	\$2500

SCHEDULE "A"

24

459
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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, BOLTS FOUND DURING 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. DEPT. VEHICLES. (DATA BANK FOR COMPUTER)
SCHEDULE PREVENTATIVE 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.

24 - 72 HOUR SHIFT SCHEDULE

BEGINNING JANUARY 1, 1991 THE BOROUGH SHALL INSTITUTE THE 24-72 HR. SHIFT SCHEDULE, REPLACING THE 10 & 14 HR. SCHEDULE. TERMS AND CONDITIONS CONCERNING THIS SHIFT ARE LISTED ON THE ATTACHED

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AGREEMENT SIGNED BY MEMBERS OF THE FMBA AND THE CHIEF AND DEPUTY CHIEF OF THE FIRE DEPARTMENT.

Cancer Insurance premium coverage. This shall be applied to base salary.

- 1996 - 100% premium payment (\$389)
- 1997 - 100% premium payment (\$389)
- 1998 - 50% premium payment (\$195)
- 1999 - 50% premium payment (\$195)

EFFECTIVE JANUARY 1, 1997 ANY MEMBER COVERED BY THIS AGREEMENT WHO DOES NOT USE ANY SICK DAYS IN A CALENDAR YEAR SHALL BE COMPENSATED ~~\$1000~~⁵⁰⁰. PAYABLE IN THE FIRST PAYCHECK IN FEBRUARY OF THE FOLLOWING YEAR. FOR EACH SICK DAY USED ~~\$200~~¹⁰⁰. SHALL BE DEDUCTED FROM THE ~~\$1000~~⁵⁰⁰ BENEFIT, UP TO A MAXIMUM DEDUCTION OF ~~\$600~~³⁰⁰. FOR THREE (3) SICK DAYS USED. FOR ANY SICK DAYS IN EXCESS OF THREE (3) DAYS, THERE SHALL BE NO SICK LEAVE INCENTIVE COMPENSATION PAID. (IT BEING THE INTENT OF THIS PARAGRAPH TO CREATE PARITY ON THE ISSUE OF SICK LEAVE AND INCENTIVE COMPENSATION BETWEEN THE POLICE AND FIRE DEPARTMENTS)

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(See p. 27 for Sick leave clarification)

EVERY EFFORT SHALL BE MADE TO HAVE A HEARING SCHEDULED ON THE DAY THAT THE MEMBER BEING BROUGHT UP ON CHARGES IS WORKING. IF THIS CANNOT BE ACCOMMODATED THEN THE MEMBER BEING BROUGHT UP ON CHARGES SHALL BE ENTITLED TO HOUR FOR HOUR PAY PROVIDED THAT THE MEMBER IS FOUND NOT GUILTY.

For purposes of such leave only, a sick day shall be either a 10 hour or a 14 hour day. The 10 hour sick takes place between 8 AM to 6 PM, the same time as the old 10 hour shift. The 14 hour sick day takes place between 6:00 PM and 8:00 AM, the same time as the old 10 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 2 such days, not 1 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 $\frac{1}{2}$ sick day.

9/21
6:11
PM

9/29
6:11
PM

MEMORANDUM OF AGREEMENT

THE BOROUGH OF ROSELLE AGREES TO INSTITUTE THE 24-72 HR. SHIFT, BEGINNING ON JANUARY 1, 1991, PROVIDING THE FOLLOWING CONDITIONS ARE AGREED TO BY THE ROSELLE PARK FMBA #55.

1. TWO YEAR TRIAL PERIOD, ENDING BY DECEMBER 31, 1993.
2. SIX MONTHS PROGRESS REVIEWS, THE REVIEW BOARD WOULD INCLUDE THE CHIEF, DEPUTY CHIEF, BOROUGH ADMINISTRATOR, FMBA PRESIDENT AND FMBA REPRESENTATIVE.
3. MEETINGS MAY BE HELD BEFORE THE SCHEDULED REVUE TIME IF CONDITIONS WARRANT IT.

Handwritten initials/signature

4. PLATOONS TO DO "IN-SERVICE INSPECTIONS OF THE BOROUGH'S NON-LIFE HAZARD OCCUPANCIES - APPROXIMATELY 340.

5. NO OCCUPYING OF BEDS FROM 0630 HOURS UNTIL 2300 HOURS. THIS INCLUDES NO SITTING ON THEM. SECTION 13.96 OF DEPT. 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, SNOW EMERGENCIES.

6. A PHYSICAL FITNESS PROGRAM TO BE INSTITUTED. DETAILS TO BE ESTABLISHED BY REPRESENTATIVES FROM THE FMBA AND THE MANAGEMENT.

7. RENOVATIONS AND REPAIRS TO THE FIREHOUSE, THAT ARE WITHIN THE CAPABILITIES OF THE MEMBERS OF THE FMBA, 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.

8. BEREAVEMENT LEAVE SHALL READ AS FOLLOWS:
IN THE EVENT OF DEATH IN THE IMMEDIATE FAMILY (THE TERM "IMMEDIATE FAMILY" SHALL INCLUDE THE MEMBER'S GRANDPARENTS AND SPOUSE'S GRANDPARENTS, A MEMBER MAY BE GRANTED NO MORE THAN TWO (2) TWENTY-FOUR (24) WORK DAYS LEAVE WITH PAY. SUCH LEAVE SHALL BE IN ADDITION TO VACATION, NPHS AND EDTO TIME.

9. 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.

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DM

10. WHEN A MEMBER HAS BEEN ON SICK LEAVE FOR MORE THAN TWO
(2) TWENTY-FOUR ^{Hour} ~~(24)~~ WORK DAYS, HE SHALL PRESENT TO HIS SUPERIOR
OFFICER, A CERTIFICATION FROM A PHYSICIAN RELATING TO THE ILLNESS. IF
TEMPORARY LIGHT DUTY ASSIGNMENT IS RECOMMENDED, THE CHIEF SHALL
APPROVE THE ASSIGNMENT BEFORE IT MAY BECOME EFFECTIVE.

11. BEGINNING JANUARY 1, 1991, NPHS NOT USED DURING THE
^{Non-Periodic Holidays}
COURSE OF THE YEAR SHALL NOT BE CARRIED OVER TO THE FOLLOWING
YEAR. AS PER PRIOR AGREEMENT, NPHS NOT USED DURING THE CALENDAR
YEAR 1990, MAY NOT BE CARRIED OVER TO 1991 ONLY.

12. TWO (2) NPHS ARE EQUIVALENT TO ONE TWENTY-FOUR ^{hour} ~~(24)~~
WORK DAY.

13. A STRUCTURED 24 HR. WORK DAY SCHEDULE SHALL BE
INSTITUTED WITH PERIODS FOR IN SERVICE INSPECTIONS, TRAINING
PHYSICAL FITNESS AND OTHER DAILY DUTIES. THIS SHALL BE AN
AGREEMENT BETWEEN THE FMBA AND THE CHIEF AND DEPUTY CHIEF. THIS
SCHEDULE CAN BE AMENDED AT THE SIXTH MONTH REVIEW OR IF AGREED TO
BY BOTH PARTIES PRIOR TO THIS REVUE.

14. AT THE END OF THE TWO (2) YEAR TRIAL PERIOD IF ALL OF THE
CONDITIONS HAVE HAD FAVORABLE RESULTS AND THE REVIEW BOARD
RECOMMENDS IT, THEN THE TWENTY-FOUR (24) HOUR SHIFT SCHEDULE
SHALL BE PERMANENTLY INSTITUTED.

15. IF AT THE END OF THE TRIAL PERIOD THE 24 IS NOT PERMANENTLY
ESTABLISHED AND WE REVERT BACK TO THE 10 AND 14 SHIFT, THEN ANDY
AND ALL BENEFITS THAT WE PRESENTLY HAVE SHALL BE MAINTAINED

*gms
pm*

BE IT FURTHER RESOLVED THAT THE CURRENT CAP ON LONGEVITY SHALL
BE REMOVED EFFECTIVE JULY 1, 1993.

Johanna Breden

JOHANNA BREDEN, BOROUGH CLERK

Joseph L. Picaro

JOSEPH PICARO, MAYOR

ADOPTED: 1997

Paul Mucha 8-6-97

Paul Mucha
V. Pres. FMBA Local #55

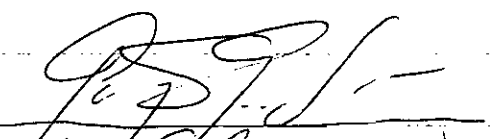
James Patrick Octuso

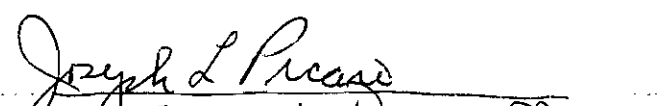
James Octuso
Pres. FMBA Local #55

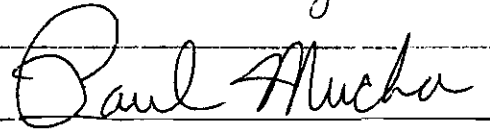
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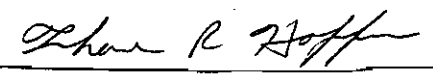
MEMORANDUM OF UNDERSTANDING
REGARDING FMBA Local 55 - Bureau
of Ruelle Contract (1996-1999)

It is agreed that with regard to
Sick leave enumerated on page 26
of the Contract, in the event that
P.B.A. # receives greater than \$500
for sick leave, this contract shall be
amended to provide an equal sick
leave incentive.


GAY S. GOODMAN
LABOR NEGOTIATOR


Joseph L. Picaro, Mayor


Paul Mucha


John R. Hoff