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THIS DOES NOT  
CIRCULATE

18-14

AGREEMENT

BETWEEN THE BOROUGH OF NORTH PLAINFIELD

AND FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 53

*Somerset*

*1/1/76 - 12/31/77*

PREAMBLE

*Ratified 6/7/76*

This Agreement, effective as of the first day of January, 1976, by and between the Borough of North Plainfield, situated in the County of Somerset, State of New Jersey, hereinafter referred to as the "Borough," and Local No. 53, Firemen's Mutual Benevolent Association, hereinafter referred to as the "F.M.B.A.," is designed to maintain and promote a harmonious relationship between the Borough and such of its employees of the uniformed fire department who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

LIBRARY  
Institute of Management and  
Labor

ARTICLE I

SEP 2 1979

RECOGNITION AND AREAS OF NEGOTIATION

RUTGERS UNIVERSITY

Section 1. Recognition

The Mayor and Council recognizes the F.M.B.A. as the exclusive representative and bargaining agent for the bargaining unit, consisting of all full time paid fire privates within the

Borough's Fire Department as per Chapter 303 Laws of New Jersey, 1968, as amended.

Section 2. Areas of Negotiation

The Mayor and Council and the F.M.B.A. hereby agree that the F.M.B.A. has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, procedures for adjustment of disputes, and grievances, and other related matters.

Section 3.

This Agreement shall be binding upon the Mayor and Council and all fire privates, hereinafter referred to as employees.

ARTICLE II

F.M.B.A. BUSINESS LEAVE

Section 1.

The Mayor and Council grant the three members of the F.M.B.A. Negotiating Committee and the three members of the F.M.B.A. Grievance Committee leave from duty, with full pay, for all meetings between Borough officials and the F.M.B.A. for the purposes of negotiating an Agreement and for the processing of grievances, when such meetings occur during the concerned committee member's scheduled duty hours.

Section 2.

The Mayor and Council grant the F.M.B.A. delegates leave from duty, with full pay, for all membership meetings of the State

and Regional F.M.B.A. bodies when such meetings occur during the concerned delegates' scheduled duty hours. The Mayor and Council also grant the executive and three additional delegates leave from duty, with full pay, to attend the State F.M.B.A. Annual Convention.

ARTICLE III

HOURS OF WORK

Section 1.

Effective as of January 1, 1976, the hours of work for fire privates shall be an average of forty-two (42) hours per week based on an eight (8) week cycle of ten (10) hour day and fourteen (14) hour night shifts, in accordance with N.J.S. 40A:14-52. Day tours shall be from 8:00 a.m. to 6:00 p.m. and night tours shall be from 6:00 p.m. to 8:00 a.m. Nothing contained in this Agreement shall be construed to impair the authority of the Chief or the officers or other officials having charge or control of the Fire Department, in case of emergency, from summoning or keeping on duty any and all members of the Fire Department during the period of emergency.

ARTICLE IV

VACATIONS

A. Fire privates shall be paid their normal salaries during vacation periods and shall be entitled to annual vacation

days in accordance with the following schedule:

1. Eight (8) work days after the completion of one (1) continuous year of service prior to July 1, 1976.
2. Fifteen (15) work days after the completion of two (2) consecutive years of service prior to July 1, 1976.
3. Seventeen (17) work days after the completion of four (4) consecutive years of service prior to July 1, 1976.
4. Twenty-four (24) work days after the completion of nine (9) consecutive years of service prior to July 1, 1976.
5. Thirty (30) work days after the completion of nineteen (19) consecutive years of service prior to July 1, 1976.

B. If an employee does not take all or part of his vacation during one calendar year, all or part of same, as the case may be, shall be accumulated into the next succeeding year and the employee shall be entitled to same provided the taking of said accumulated time does not interfere with other vacation schedules in said succeeding year.

C. The vacation period for all employees shall be from January 1 to December 31.

D. Vacation preference shall be determined on the basis of seniority within the platoon.

E. Vacation time and/or compensatory leave may be taken at the same time by no more than a maximum of one employee, which shall mean one employee or one supervisor.

F. During any twenty-four (24) hour period, when other Borough non-uniformed employees receive holiday privileges, the fire department shall operate on a "holiday routine" basis.

G. Each employee shall receive longevity pay and holiday pay which shall be computed by using his anniversary date.

#### ARTICLE V

#### INSURANCE

The Borough shall, at its expense, provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance for employees and their families which shall be deemed to include spouse and children.

#### ARTICLE VI

#### HOLIDAYS

In lieu of receiving days off for holidays, each employee shall receive payment therefor equivalent to twelve (12) days per year, which said payment shall be made by November 30, 1976.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Special Leave

An employee may, with the approval of the Chief of the Fire Department, be granted special leave with pay for any days on which he is able to secure another employee to work in his place.

Section 2. Funeral Leave

An employee shall receive three days leave in the event of a death within the immediate family, which shall be construed to include father, mother, grandmother, grandfather, father-in-law, mother-in-law, sister, brother, spouse and child. An additional day may be granted upon a reasonable request therefor and at the discretion of the Chief of the Fire Department.

Section 3. Sick Leave Committee

The parties agree to continue discussions along with representatives of other collective bargaining units within the Borough concerning a uniform policy of sick leave for the police and fire departments. A maximum of two (2) members of the F.M.B.A. committee assigned for this purpose by the F.M.B.A. shall receive leave with pay when such meetings occur during scheduled duty hours

ARTICLE VIII

F.M.B.A. DUES DEDUCTION AND PAYROLL DEDUCTION

Section 1.

In accordance with N.J.S.A. 52:14-15.9e, the Borough agrees to deduct from the salaries of members of the fire department represented by the F.M.B.A., dues for membership in the F.M.B.A., provided the member files an appropriate written authorization with the Borough. The deductions will be made monthly.

The dues so deducted will be transmitted to the F.M.B.A. Treasurer. The F.M.B.A. shall certify to the appropriate Borough official in writing the current rate of membership dues.

Section 2.

The Borough further agrees to deduct from the salaries of the members of the department represented by the F.M.B.A. payroll savings deduction for purposes of purchasing United States Savings Bonds, provided the employee files an appropriate written authorization with the Borough.

Section 3.

The F.M.B.A. agrees that it will indemnify and save harmless the Borough against any actions, claims, loss or expenses in any manner resulting from action taken by the Employer at the request of the F.M.B.A. under this Article.

ARTICLE IX

BASE SALARY

Section 1. Base Salary 1976

Fire privates shall be paid an annual base salary for 1976 as follows:

Class A Firemen	- \$14,030.09
Class B Firemen	- \$12,967.39
Class C Firemen	- \$11,752.22
Probationary Firemen	- \$10,642.77

Section 2. Base Salary 1977

Fire privates shall be paid an annual base salary for 1977 as follows:

Class A Firemen	- \$14,675.47
Class B Firemen	- \$13,563.89
Class C Firemen	- \$12,292.82
Probationary Firemen	- \$11,132.34

Section 3. Additional Contingent Base Salary 1977

There shall be subtracted from the Consumer Price Index figure last published prior to December 31, 1976, the Consumer Price Index figure for the corresponding month in 1975. The difference shall be divided by the Consumer Price Index figure for 1975 previously utilized.

For each .05 of the quotient obtained, there shall be a one (1%) per cent increase in the 1977 base salary designated in Section Two of this Article IX. Provided, however, percentage increases in base salary shall be upon multiples of .05 and there shall be no proportionate percentage increases in base salary attributable to fractional portions of .05 in the quotient, aforesaid.

"Consumer Price Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, New York-Northeastern New Jersey, All Items - Series A (1967-100) published by the U. S. Department of Labor, Bureau of Labor Statistics.

#### ARTICLE X

##### GRIEVANCE PROCEDURE

A. All grievances shall be submitted to the Chief within ten (10) days. If an Agreement is not reached within ten (10) days thereafter, a written statement shall be submitted to the Fire Committee.

B. If the grievance is not settled by the Fire Committee within ten (10) days, then the matter shall be submitted to the Mayor and Council. If a settlement is not forthcoming at the next regularly scheduled meeting of the Mayor and Council, provided ten (10) days shall have elapsed between submission of the grievance to the Mayor and Council and the next regularly scheduled

meeting, the matter may be submitted for binding arbitration through the arbitration service provided by the State Public Employment Relations Commission. Expenses for any such arbitration shall be shared equally by the Borough and the F.M.B.A. Collective bargaining negotiations between the F.M.B.A. and the Borough of North Plainfield shall not be considered a grievance matter.

C. The Parties recognize that the Borough of North Plainfield will have a new form of government effective January 1, 1977, wherein the present committee structure will no longer be available for the processing of grievances. The Parties agree that they will enter into negotiations for the fixing of a grievance procedure for the year 1977. It is further acknowledged that said negotiations shall commence after the new government has come into effect.

## ARTICLE XI

### MISCELLANEOUS

#### Section 1. Acting Assignments

Acting assignments shall be made by the Chief of the Fire Department based upon seniority and/or competency.

#### Section 2. Clothing Allowance

There shall be a clothing allowance of \$225.00 for 1976 to each employee covered under this Agreement. There shall be a

clothing allowance of \$250.00 for 1977 to each employee covered under this Agreement.

Section 3. Education

Employees taking fire science courses at a duly accredited New Jersey College shall be reimbursed for not more than six (6) credit hours at fifty (50%) per cent payment upon successful completion of said course.

Section 4. Miscellaneous

Employees may be assigned to perform duties relating to fire fighting, preparation of equipment and training, care and maintenance of fire fighting equipment and apparatus, overhaul work, fire prevention, rescue, salvage, non-structural repairs of a minor nature, painting and care, maintenance and housekeeping inside the fire house. Employees may be assigned to (a) assist printing for Borough departments, (b) perform inspections supplementing building inspectors when sufficient personnel are available in the judgment of the Chief between the hours of 4:30 p.m. and 9:00 p.m., Mondays through Fridays, and from 9:00 a.m. to 12:00 noon on Saturdays, and (c) during the same time periods as (b), periodic checking of apartment complexes within the Borough for blockage of ingress and egress of fire apparatus.

Employees may be assigned to conduct fire and/or safety patrols in accordance with programs heretofore developed, adopted and promulgated by the Chief. All assignments shall be made by the Chief of the Fire Department or the Officer in charge in the Chief's absence.

ARTICLE XII

LONGEVITY

Employees shall receive the following longevity pay:

Two (2%) per cent of base salary after five (5) years employment by the Borough of North Plainfield,  
Four (4%) per cent of base salary after ten (10) years employment by the Borough of North Plainfield,  
Six (6%) per cent of base salary after fifteen (15) years employment by the Borough of North Plainfield.

ARTICLE XIII

RETENTION OF BENEFITS

All rights and privileges heretofore granted to members of the F.M.B.A. and as a matter of practice and not inconsistent with the terms of this Agreement, are hereby preserved unto them.

ARTICLE XIV

EFFECTIVE DATE

All rights, benefits, privileges, duties and obligations provided for in this Agreement shall be retroactive to and effective as of January 1, 1976, and shall continue through December 31, 1977.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7<sup>th</sup> day of June, 1976.

BOROUGH OF NORTH PLAINFIELD

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION, Local No. 53

By: Steven Novak, Jr.  
Steven Novak, Jr., Mayor

By: James R. Canty

ATTEST:

Mary A. Smith  
Mary A. Smith, Borough Clerk

By: Raymond L. Smith