

AGREEMENT

BETWEEN THE BOROUGH OF NORTH PLAINFIELD

AND

NORTH PLAINFIELD PROFESSIONAL FIRE OFFICERS
ASSOCIATION

IAFF LOCAL NO. 2983

2003 – 2006

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ARTICLE I
PURPOSE OF AGREEMENT

Section 1. Recognition

The Borough of North Plainfield (hereinafter referred to as the "Borough") hereby recognizes the North Plainfield Professional Fire Officers Association (hereinafter referred to as the "Association") as the exclusive representative and bargaining agent for all Fire Officers, except the Fire Chief, on subjects including salaries, hours of work, fringe benefits, working conditions, procedures for the adjustment of disputes, grievances and other related matters.

Section 2. Workforce Improvement

The Borough, as part of its inherent rights, retains unto itself the right to require members of the Association to attend schools, seminars, training programs or sessions, or similar activities designed to improve the quality of the workforce and service to the community, provided compensation for off-duty participation in said activity is payable at the overtime rate in either compensatory time or cash, at the employee's option. Compensatory time earned under this provision shall be used or paid within twelve (12) months of the occurrence.

Section 3. Officer Ranks

Officer ranks covered by this agreement shall consist of Deputy Chief and Captain. Any Fire Department personnel serving in a supervisory position, as an "acting" or regular assignment and being compensated by a set annual stipend shall be deemed to be a Fire Officer. Title, compensation and benefits of any such position shall be negotiated with the North Plainfield Professional Fire Officers Association.

ARTICLE II
PARTIES BOUND

This Agreement shall be binding upon the Borough and the Association.

ARTICLE III
HOURS OF WORK

Section 1. Line Officers

The hours of work shall be an average of forty-two (42) hours per week based on an eight (8) week cycle of ten (10) hour day shifts, and fourteen (14) hour night shifts, in accordance with N.J.S.A. 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. The sequence of tours shall be: two (2) consecutive day shifts followed by seventy-two (72) off-duty hours, followed by two (2) consecutive night shifts followed by forty-eight (48) consecutive off-duty hours, whereupon the schedule shall repeat.

Section 2. Staff Officers

The hours of work shall be based on a forty (40) hour week consisting of four (4) ten (10) hour days falling between Monday and Friday inclusive. Hours shall be from 8:00 a.m. to 6:00 p.m.

Section. 3

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 Department of Fire Prevention and Protection, in case of emergency or shortage of personnel, from summoning or keeping on duty any and all members of the Department of Fire Prevention and Protection during the period of emergency or shortage of personnel.

Section.4

In the event the shift of a Line Officer is changed without affording him seventy-two (72) hours advance notice of said change, he shall be paid at the overtime rate for all hours worked by him within the first seventy-two (72) hours following notification to him of the change.

**ARTICLE IV
SALARY**

Section 1. Officer's Base Salary

(a) Base salaries and increases for 2003, 2004, 2005 and 2006 are as follows:

ANNUAL BASE SALARY RATE

CAPTAINS AT TOP GRADE (One (1) or more years in grade, except as noted in (§b) below)

01/01/03 – 12/31/03	3.75%	\$80,168,	01/01/04 – 12/31/04	3.90%	\$83,294
01/01/05 – 12/31/05	3.95%	\$86,584,	01/01/06 – 12/31/06	4.00%	\$90,048

DEPUTY CHIEF AT TOP GRADE (One (1) or more years in grade, except as noted in (§b) below)

01/01/03 – 12/31/03	3.75%	\$90,626,	01/01/04 – 12/31/04	3.90%	\$94,160
01/01/05 – 12/31/05	3.95%	\$97,879,	01/01/06 – 12/31/06	4.00%	\$101,794

- (b) Salary steps for Officers promoted after January 1, 1999:
 - Step One (1): 90% of top grade salary for rank for the first year.
 - Step Two (2): 95% of top grade salary for rank for the second year.
 - Step Three (3): Top Grade salary for rank, commencing with the third year in rank.

Section 2 Acting Assignments

Acting assignments shall be made by the Chief of the Department of Fire Prevention and Protection. In the event an Officer is given an acting assignment in writing by the Chief to a position for which a higher rate of pay is established for the regular holder of said position and in which position a vacancy exists, then said Acting Officer shall be compensated at the higher rate of pay for said position from the effective date of said written acting assignment. A Captain serving as Administrative Officer, or Operations Officer shall be paid an annual base salary equivalent to that of a first year Deputy Chief, as outlined in Section 1 above. Salary step increases shall commence on the anniversary date of said Acting Assignment.

A Position created as a result of a final leave or other pre-retirement package shall be deemed to be a vacant position and the resulting acting assignment shall be compensated at the higher rate of pay.

Section 3 Fire Official Base Salary

An Officer serving as Fire Official will be paid an annual salary based upon the actual rank and years in grade plus \$3550.00 per year. The additional compensation for Fire Official shall be incorporated into salary for pension purposes and payable in regular by-weekly pay days. An Officer assigned as Fire Official shall receive the stipend on a pro-rated basis if the Officer performs the said duties for less than a full year.

Section 4 Overtime

Overtime worked by an Officer, except in those instances for which compensatory time off credits are earned pursuant to Article XV, Section 1, shall be compensated by payment to the Officer on the second regular pay day following the date upon which overtime was worked. Payment for overtime as hereinabove provided shall be at a rate of one hundred fifty (150%) percent of the Officer's regular pay for each overtime hour worked.

Section 5 Court Time No Change

- (a) Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Officer covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other courts or administrative bodies, pursuant to his duties as an Officer.
- (b) All such required court time shall be considered as overtime and shall be compensated at the overtime rate.

- (c) When an Officer covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which an Officer is entitled. Provided however that such travel time shall be computed between the borough's fire headquarters and the pertinent court or administrative body.
- (d) The amount of overtime to which an Officer may be entitled under this Article shall be the actual time required, including waiting time in the court or administrative body, but in no event shall an Officer receive less than two (2) hours pay at the overtime rate for such appearances.

ARTICLE V LONGEVITY

Section 1.

In addition to the salary hereinabove set forth, the Borough shall pay longevity to each Officer in accordance with the following schedule:

- (a). Employees hired before January 1, 1995:
 - 1 Two percent (2%) of base salary for five (5) or more years service in the employ of the Borough.
 - 2 An additional two percent (2%) of base salary for ten (10) or more years of service in the employ of the Borough.
 - 3 An additional two percent (2%) of base salary for fifteen (15) or more years of service in the employ of the Borough.
- (b). Employees hired after December 31, 1994:
Six percent (6%) of base salary for fifteen (15) or more years of service in the employ of the Borough.

Section 2.

- (a) Calculation shall be based on the Officer's employment anniversary date.
- (b) All longevity compensation shall be folded in and paid along with regular compensation in the payroll procedure.

ARTICLE VI
PAID HOLIDAYS

Section 1. Payment

- (a) In lieu of receiving days off for holidays, each Officer shall receive payment therefore equivalent to a minimum of fourteen (14) days per year, plus each Officer shall receive payment for such additional days as Borough Clerical personnel shall be allowed off as extra holidays. Holiday pay shall be calculated by using the Officer's anniversary date.

The holidays shall be:

1. New Year's Day
2. Presidents' Day
3. Martin Luther King's Birthday
4. Good Friday
5. Easter Sunday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veterans Day
12. Thanksgiving Day
13. Friday after Thanksgiving
14. Christmas Day

- (b) All holiday compensation shall be folded in and paid along with regular compensation in the payroll procedure.

Section 2. Duties on Holidays

Routine duties shall be performed by Officers on all holidays for which extra compensation is paid, pursuant to Section 1 above, except Christmas Day, Easter Sunday, Thanksgiving Day, Friday after Thanksgiving, New Year's Day, Labor Day and Memorial Day. On the latter designated holidays, Line Officers shall only perform duties related to routine supervision, essential preparation and maintenance of firefighting equipment and apparatus, fire and/or safety patrols.

ARTICLE VII
PENSION BENEFIT

The Borough shall make regular employer pension contributions for the Officers and shall make regular salary deductions for employee pension contributions for Officers.

ARTICLE VIII
UNIFORMS AND UNIFORM MAINTENANCE

Section 1. Purchase of Uniforms

The Borough shall be responsible for the purchase of all new and replacement uniforms and protective clothing for all Officers.

Section 2. Uniform Maintenance Allowance

(a) The Borough shall provide each Officer a uniform and protective clothing routine maintenance allowance in the amounts as follows:

	<u>ANNUAL AMOUNTS</u>			
<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	
\$650.00	\$650.00	\$650.00	\$650.00	

(b) The annual amount is payable by separate check to the Officer in the second pay period of January.

Section 3. Street Dress

Each Officer shall have the option of wearing the established uniform or street clothes when reporting to and leaving duty.

ARTICLE IX
INSURANCE

Section 1.

The Borough shall, at its expense, provide Blue Cross, Blue Shield, Rider J and Major Medical Insurance and other State mandated optional alternative health plans for Officers and their families which shall be deemed to include spouse and children.

Section 2.

The Borough will provide a group dental insurance plan to cover members of the bargaining unit and their dependents at no cost to the Officers. Said plan shall become effective January 1, 1988, pursuant to the level of benefits agreed upon and attached hereto as Exhibit 2.

Section 3.

Each employee may voluntarily elect, effective July 1, 1999, to reduce the medical and/or dental insurance directly provided by the Borough for the employee and/or his family in order to avoid dual coverage by the Borough and the employee's spouse's employer. The employee has the option to reduce his number of persons covered (i.e. from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Borough, the employee shall be paid forty (40%) percent of the difference between the original coverage premium and the reduced coverage premium for the period of time the employee receives the reduced coverage, which shall not be less than one (1) calendar year. The employee shall, prior to receipt of such payment, provide certification of spousal insurance coverage. The employee may return to previous coverage status by providing the Borough at least ninety (90) calendar days written notice prior to the open enrollment period to the Business Administrator requesting upgraded coverage. The same process holds for the reduction of coverage status.

**ARTICLE X
EDUCATION**

Section 1. Reimbursement of Expenses

Officers enrolled in Fire Science or required related courses at a duly accredited college shall, upon successful completion of said course, be reimbursed one hundred percent (100%) of actual out of pocket expenses incurred for tuition and laboratory fees for not more than six (6) credit hours per semester. A passing grade of "C" is required for reimbursement of said expenses.

Section 2. Attendance at Education Courses

Each Officer shall be allowed, subject to approval of the Chief which shall not be unreasonably withheld, provided sufficient manpower is available on the affected shift, to take not more than six (6) normal working hours per week for attendance at Fire Science and related courses at a duly accredited college or, with prior approval of the Chief, for attendance at other courses, without said time being charged against compensatory time.

**ARTICLE XI
VACATION**

Section 1.

Officers shall be paid their normal salaries during vacation period and shall be entitled to annual vacation days in accordance with the following schedule:

- (a) Seventeen (17) workdays commencing with the fifth (5th) year of service.
- (b) Twenty-four (24) workdays commencing with the tenth (10th) year of service.
- (c) Thirty (30) workdays commencing with the twentieth (20th) year of service.

Section 2.

Annual vacation shall be calculated on the Officer's employment anniversary date, rounded to the nearest one half (1/2) day.

Example: An employee who commences his tenth year of service on July 1 would be entitled to twenty and one half (20 ½) vacation days, representing seventeen (17) vacation days plus one half (1/2) of the additional days for that calendar year.

Example: An employee who commences his tenth year of service on October 1 would be entitled to nineteen (19) vacation days, representing seventeen (17) vacation days plus one quarter (1/4) of the additional vacation days for that calendar year.

Section 3.

If an Officer does not take all or part of his vacation during one calendar year, all or part of the same, as the case may be, shall be accumulated into the next succeeding year, and the Officer shall be entitled to the same, provided the taking of said time does not interfere with other vacation schedules in said year. If the Officer is unable to take said accumulated vacation in the succeeding year due to transfer or similar action ordered by the Borough or other business necessity then the Officer shall be compensated in cash for said days. Business necessity shall include conversion ("swapping back") into training time.

Section 4.

The vacation period for Officers shall be from January 1 to December 31.

Section 5.

Vacation preference for Line Officers shall be determined on the basis of rank within the platoon.

Section 6.

An Officer may, but need not, take up to five (5) of the vacation days to which he is entitled, singly. Each single-day vacation request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case-by-case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend. Vacation selections consisting of two (2) consecutive work days or nights shall be considered a tour of duty not two single days.

ARTICLE XII LEAVE

Section 1. Early Exchange

- (a) A Line Officer shall be granted early exchange leave with pay for a period up to thirty (30) minutes prior to the end of his shift on any day that he is able to secure the oncoming Line Officer to work in his place.
- (b) No such exchange shall be made within five (5) minutes immediately prior to the end of a shift.

Section 2. Exchange of Duty

A Line Officer may, with the approval of the Chief of the Department, be granted an exchange of duty with pay for any days on which he is able to secure another Line Officer to work in his place. Each exchange of duty request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case-by-case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend. Exchanges in any calendar year must be completed by January 31 of the immediately following calendar year.

Section 3. Funeral Leave

- (a) An Officer shall receive three (3) days leave in the event of a death within the immediate family, which shall be construed to include father, mother, grand mother, grandfather, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse, and child. Said leave shall commence on the day of death or the day of funeral of the immediate family member at the option of the employee.
- (b) An Officer shall be granted a single day funeral leave to attend the funeral of a relative not listed in subsection (a) above if the funeral occurs during the work shift. Documentation to substantiate the funeral will be required.

Section 4. Sick Leave

- (a) Sick Leave benefits shall be in accordance with the Agreement between the Borough and FMBASOA, dated October 25, 1976, as contained in Exhibit 1, annexed hereto, which said Agreement is hereby extended to remain in full force through the term of this Agreement.

- (b) Any Officer shall be entitled to receive a blanket approval for leaving his place of recuperation while on sick leave in excess of five (5) days, provided, however, that such approval shall not be granted until the Chief is supplied with a note from the Officer's physician indicating that the period of recuperation is in excess of five (5) days.
- (c) An employee, on job related disability, receiving his normal compensation and who, in addition, qualifies for payment under Worker's Compensation and/or Temporary Disability laws shall, during the period he receives such benefits, be entitled only to that portion of his regular pay that, when added to either the Worker's Compensation payments or Temporary Disability payments, or both, equals his normal pay. No employee, while receiving such payments, shall receive more than full salary he would have received at the time of the injury/leave.
- (d) The taking of family sick leave shall be used for the sole purpose of providing care to the sick family member while at home or while hospitalized.

Section 5. Personal Leave

An Officer shall receive one (1) day of personal leave in the event he did not utilize any sick leave time in the preceding calendar year. The personal day must be utilized in the year in which credit is received. Each personal day leave request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case-by-case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend.

**ARTICLE XIII
BUSINESS LEAVE**

Section 1. Representation for Negotiation and Grievances

The Borough grants the three (3) members of the Association Negotiating Committee and three (3) members of the Association Grievance Committee leave from duty, with full pay, for all meetings between Borough officials and the Association for the purpose of negotiating an Agreement and for contract administration, when such meetings occur during the concerned committee members' schedule duty hours.

Section 2. State and International Meetings

(a) The Borough grants the Association President or delegate leave from duty, with pay, to attend the annual convention of the Professional Firefighters Association of New Jersey (PFANJ) and the International Association of Firefighters (IAFF), pursuant to N.J.S.A. 40A:14-177, when such conventions occur on the President's or delegate's scheduled duty shifts. Any approved

member attending a Union convention shall be given reasonable time off for travel to and from the convention. The dates of the conventions shall not be available for leaves of any type except sick leave by any member of the Association on the same platoon. The Chief may not deny permission to attend such conventions unless the affected party provides less than four (4) weeks written notice of such to the Chief.

(b) The Borough grants the Association President or delegate leave from duty, with pay, to attend not more than twelve (12) membership meetings per year of the Professional Firefighters Association of New Jersey and a total of four (4) days from duty, with pay, for seminars of the Professional Firefighters Association of New Jersey and the International Association of Firefighters, when such meetings or seminars occur during the President's or delegate's scheduled duty shifts. Notification shall be made to the Chief at least one (1) week prior to the use of this leave.

ARTICLE XIV COMPENSATORY TIME

Section 1. Compensatory Time Credits

- (a) Officers voluntarily responding while off duty to a general alarm, or called into duty, or held over on duty because of a fire or primarily fire related emergency shall be granted one (1) credit for each such occasion regardless of the time worked. For every three (3) credits so accumulated, one (1) day compensatory time off shall be credited.
- (b) No compensatory time credit shall be granted or earned for any occasion an Officer arrives at headquarters or responds to the scene of a general alarm thirty (30) minutes or less prior to the start of his scheduled duty, regardless of the time of the alarm.
- (c) No compensatory time credit shall be granted or earned for any occasion an Officer is held over on duty for a fire or primarily fire related emergency for thirty (30) minutes or less.

Section 2. Administration of Program

This program shall supersede any rule, regulation, policy or procedure of the Department heretofore or hereafter promulgated concerning the subject matter of this Article. This provision shall not be construed to affect any compensatory time standing to the credit of an Officer as of January 1, 1979. The Chief shall have the absolute right, at any time, to discontinue the voluntary off-duty response to general alarms program.

Section 3. Use of Compensatory Time

- (a) Each compensatory time off request must be submitted for approval to the Chief or his designee no earlier than thirty (30) days nor later than seventy-two (72) hours in advance and shall be approved or denied within twenty-four (24) hours of submittal or seventy-two (72) hours prior to the date requested which ever is later. However, short notice requests will be considered on a case-by-case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon and approved or denied no later than 1800 hours on the day preceding the holiday/weekend.
- (b) Compensatory time off shall not be denied except for the following occurrences:
- 1 Vacation leave has been requested or approved for another member of the platoon.
 - 2 Prior training leave has been approved for another member of the platoon.
 - 3 Extended sick leave or injury leave requiring five (5) or more consecutive days off from duty by another member of the platoon.

Section 4. Vesting of Compensatory Time

- (a) Any compensatory time earned by an Officer, pursuant to Article XV, Section 1, shall be deemed to vest immediately and in the event said time off is not taken by an Officer during his term of service with the Department, same shall be due to him upon his termination of such employment, at the rate of pay he is receiving on the date of termination. Said compensation shall be paid at the option of the Officer in one (1) installment (minus appropriate deductions for withholding, retirement, etc.) or in regular pay increments immediately preceding date of retirement while the Officer is taking time off. Said option shall be exercised by written notification to the Chief in the following manner:
- 1 In the instance of regular retirement, six (6) months prior to date of termination or three (3) months plus the number of scheduled shift working days and accumulated vacation days prior to date of termination, whichever is earlier.
 - 2 In all other instances of termination, at least two (2) months prior to date of termination unless said date may not reasonably be anticipated, in which event immediate notification shall be made upon said date becoming reasonably predictable.
- (b) In the event election is not timely made as hereinabove set forth, the Borough may make payment for compensatory time off in regular pay increments following date of termination extended over the number of compensatory days off standing to the credit of the Officer.

- (c) In the event of death of an Officer, any payment otherwise due under this Section shall be paid to his estate.

Section 5. Cash Payment Option

All compensatory time accumulated prior to November 1, 1982 (pursuant to Section 1) shall be redeemed only through compensatory time off as heretofore provided. Beginning November 1, 1982, Officers shall have the option of either vesting their compensatory time off or receiving cash payment for same. This payment shall be made on the last pay date in November of the year upon written notification to the Administrator prior to October 15th of said year. The maximum yearly payout shall not normally exceed 100 hours of compensatory time. The Borough may grant at their sole discretion any additional cash payout for emergency requests.

ARTICLE XV GRIEVANCE PROCEDURE

A grievance is any dispute between the parties to this Agreement concerning any event which affects the terms and conditions of employment, or alleged violation, misinterpretation or misapplication of any provision of this Agreement.

At any step in the following procedure, the lack of a written reply by the Borough shall be considered a denial, and shall entitle the grievant to advance to the next step in the procedure.

Step One

- (a) All grievances shall be submitted in writing to the Chief of the Department of Fire Prevention and Protection within thirty (30) days following the occurrence of the matter aggrieved. The grievance document shall include the date, time, location and circumstances surrounding the matter aggrieved; the Article and Section of the Agreement allegedly violated, when applicable; and, the remedy sought by the Association.
- (b) Whenever possible, the Chief shall meet with the grievant to discuss the subject in an effort to resolve the dispute.
- (c) The Chief of the Department of Fire Prevention and Protection shall decide the grievance, in writing, and within ten (10) days deliver a copy of this decision to the Union Grievance Committee.

Step Two

- (a) If the Association is dissatisfied with the Chief's decision, a written appeal may be made to the Administrator within ten (10) days of the Chief's decision.

- (b) The Administrator shall decide the grievance , in writing, and within ten (10) days deliver a copy of his decision to the Union Grievance Committee.

Step Three

- (a) If the Association is dissatisfied with the Administrator's decision, the grievance may be submitted to binding arbitration under the auspices of the Public Employment Relations Commission.
- (b) An election by the Association to submit to binding arbitration shall be exercised by: (1) written filing with the Public Employment Relations Commission for arbitration of the grievance; and, (2) a simultaneous written notice to the Administrator, both of which will occur within twenty (20) calendar days after the Administrator's decision.
- (c) Arbitration costs shall be shared equally by the Borough and the Association. An impasse in the collective bargaining process shall not be considered the subject of a grievance.

ARTICLE XVI MISCELLANEOUS

Section 1. Personnel Record Review

The Borough shall permit any member of the Association to review the content of his personnel file upon request, at a time and place designated by the Chief. The review shall be supervised by a representative of the Borough.

Section 2. Safety and Health Committee

This committee shall have the responsibility of making recommendations on safety and health matters of the Firefighters and/or Officers. Such safety and health considerations shall include operations, protective equipment and technological innovations. This committee shall meet not less than twice a year with the Chief and consist of two (2) representatives of the Association.

Section 3. Emergency Medical Technicians

Any Officer, hired before July 1, 1998 who holds a valid New Jersey State EMT certificate and is available to ride on the ambulance, shall be given a five hundred dollar (\$500.00) annual stipend.

ARTICLE XVII
NPPFSOA DUES DEDUCTIONS 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 Department of Fire Prevention and Protection represented by the Association, dues for membership in the Association, 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 Association Treasurer. The Association 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 Union, payroll savings deduction for purposes of purchasing United States Savings Bonds, provided the Officer files an appropriate written authorization with the Borough.

Section 3.

Any Officer who does not join the Association within thirty (30) days of appointment, shall, as a condition of employment, pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the Borough by the Association. The Association may revise its certification of the amount of the representation fees at any time to reflect changes in the regular Association membership dues, fees and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the Officers in the unit and provided that no modification is made in this provision by a successor agreement between the Association and the Borough.

Section 4.

The Association agrees that it will indemnify and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the Borough at the request of the Association under this Article.

ARTICLE XVIII
RETENTION OF BENEFITS

All rights and privileges heretofore granted to members of the Association, as a matter of practice, are hereby preserved unto them.

ARTICLE XIX
DEATH BENEFIT

To the extent permitted by law, the Borough will pay a sum equivalent to one (1) year's salary to the widow, or next of kin if there be no widow, of any Officer killed as the result of injuries sustained in the line of duty. Such payment shall be in addition to any other benefits payable. The Borough shall not be obligated to make payments as hereinabove provided if death results from suicide or injuries which were intentionally self-inflicted. "Next of kin" shall be determined in accordance with the laws of intestate succession.

In the event payment pursuant to this paragraph must be made on a "pension" or time basis in order to comply with applicable law, the sum total of Borough's payments shall not exceed one (1) year's salary.

ARTICLE XX
MANAGEMENT RIGHTS

- (a) The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting and generality of the foregoing, the following Rights:
 - 1 To the executive management and administrative control of the Borough and its properties and facilities and the activities of its employees;
 - 2 To hire all employees and, subject to the provisions of the law, to determine the qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - 3 To suspend, demote, discharge or take other disciplinary action for good cause according to law and/or contractual agreement.
- (b) The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations and practices in furtherance thereof and the use judgment and discretion in connection therewith shall be limited only to the specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States and ordinances of the Borough of North Plainfield.
- (c) Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Titles 40 and 40A N.J.S.A. or any other national, state, county or local laws or ordinances.

ARTICLE XXI
SEPARABILITY AND SAVINGS

If any provisions of this Agreement or any application of this Agreement to any Officer, member or group of Officers or members is held to be invalid by operation of law, by any court, administrative body or other tribunal, the parties shall enter into negotiations with respect to the impact of such invalid provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3 et seq.; provided, however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be effected thereby.


ARTICLE XXII
EFFECTIVE PERIOD

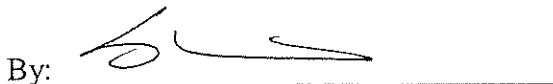
This Agreement, unless specifically provided to the contrary in certain sections hereof, is retroactive and effective as of January 1, 2003 and shall remain in full force and effect through December 31, 2006.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of August, 2003.

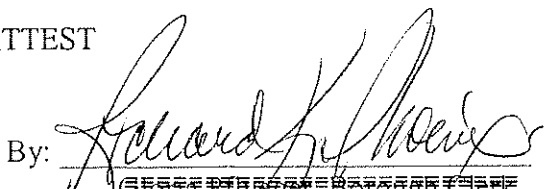
BOROUGH OF NORTH PLAINFIELD

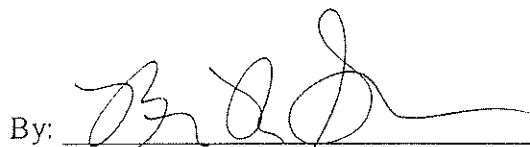
NORTH PLAINFIELD PROFESSIONAL
FIRE OFFICERS ASSOCIATION

By: 
Janice Allen, Mayor

By: 
Stephen Vreeland, President

ATTEST

By: 
~~Gloria P. Phlego, Borough Clerk~~
Richard K. Phoenix, Deputy Borough Clerk

By: 
Bruce Sadlon, Secretary

