

THIS DOES NOT
CIRCULATE

AGREEMENT

Ratified 5/8/79

BETWEEN THE BOROUGH OF NORTH PLAINFIELD
AND FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 53

1/1/79 - 12/31/79

Somerset
PREAMBLE

This Agreement, effective as of the first day of January, 1979, 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 Department of Fire Prevention and Protection who are within the provisions of this Agreement, through collective negotiations, in order that more efficient ^{and} progressive public service may be rendered.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

Section 1. Recognition

The Borough 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 Department of Fire Prevention and Protection as per Chapter 303 Laws of New Jersey, 1968, as amended.

CLINTON
CALTO
GRAN
HENDRICKS
KESTENDALIN
& ASSOCIATES
A PROFESSIONAL CORPORATION
CORPORATE OFFICE
550 EAST BROAD AVENUE
NORTH PLAINFIELD, NEW JERSEY 07060

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Labor Relations

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RUTGERS UNIVERSITY

Section 2. Areas of Negotiation

The Borough 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 Borough and all fire privates, hereinafter referred to as employees.

ARTICLE II

F.M.B.A. BUSINESS LEAVE

Section 1.

The Borough grants 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 members' scheduled duty hours.

Section 2.

The Borough grants 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 Borough also grants 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.

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. The sequence of hours shall be: Two (2) consecutive day tours followed by seventy-two (72) consecutive off-duty hours, followed by two (2) consecutive night tours, followed by forty-eight (48) consecutive off-duty hours, whereupon the schedule will repeat. 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 (shortage of personnel construed to mean less than four (4) men on a shift) 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. In the event the shift of a fire private is changed without affording him forty-eight (48) hours advance notice of said change, he shall be paid at the over-time rate for all hours worked by him within the first forty-eight (48) hours following notification to him of the change.

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, 1979.
2. Fifteen (15) work days after the completion of two (2) consecutive years of service prior to July 1, 1979.
3. Seventeen (17) work days after the completion of four (4) consecutive years of service prior to July 1, 1979.
4. Twenty-four (24) work days after the completion of nine (9) consecutive years of service prior to July 1, 1979.
5. Thirty (30) work days after the completion of nineteen (19) consecutive years of service prior to July 1, 1979.

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 a minimum of thirteen (13) days per year, plus such additional days as Borough clerical personnel shall be allowed as extra holidays, which said payment shall be made by November 30, 1979.

ARTICLE VII

LEAVES OF ABSENCE

Section 1. Special Leave

An employee may, with the approval of the Chief of the Department of Fire Prevention and Protection, 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 Department of Fire Prevention and Protection.

Section 3. Sick Leave

Sick leave benefits shall be in accordance with Agreement between Borough and F.M.B.A. Local No. 53 dated November 4, 1976, which said Agreement remains in full force and effect.

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 Department of Fire Prevention and Protection 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.

SALARY

Section 1. Base Salary

Fire privates shall be paid an annual base salary for 1979 as follows:

Class A. Firemen	-	\$16,532.62
Class B. Firemen	-	\$15,275.82
Class C Firemen	-	\$13,844.33
Probationary Firemen	-	\$12,537.38

Section 2. Overtime

Overtime, except in those instances for which compensatory time off credits are earned pursuant to Article XI, Section 5, shall be compensated by payment to the fire private 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%) per cent of the fire private's regular pay for each overtime hour worked.

ARTICLE X

GRIEVANCE PROCEDURE

All grievances shall be submitted, in writing, to the Chief of the Department of Fire Prevention and Protection within ten days following the F.M.B.A. meeting immediately succeeding the date of the occurrence of the matter aggrieved, provided, however, that should said F.M.B.A. meeting be held within ten days of the date of the occurrence of the matter aggrieved, the submission shall be made within ten days of the next following F.M.B.A. meeting, provided, further, however, that in no event shall a grievance be submitted more than forty days following the date of the occurrence of the matter aggrieved.

The Chief of the Department of Fire Prevention and Protection shall decide the grievance, in writing, within ten days of the submission of the grievance to him and shall, within such ten-day period, deliver a copy of his decision to the F.M.B.A. Grievance Committee. A written appeal may be taken from the Chief of the Department of Fire Prevention and Protection's decision to the Mayor within ten days of the Chief's decision. The Mayor shall decide the grievance, in writing, within ten days of the submission of the appeal to him, and shall within such ten-day period, deliver a copy of his decision to the F.M.B.A. Grievance Committee. A written appeal may be taken from the Mayor's decision to the Council within ten days of the Mayor's

decision. The Council shall decide the grievance, in writing, within fifteen days of the submission of the appeal to it, and shall, within such fifteen-day period, deliver a copy of its decision to the F.M.B.A. Grievance Committee. In the event a timely decision is not rendered by the Council, or the F.M.B.A. is dissatisfied with a decision timely rendered, the grievance may, at the exclusive option of the F.M.B.A., be submitted to binding arbitration under the auspices of the Public Employment Relations Commission. An election by the F.M.B.A. to submit to binding arbitration shall be exercised by the written notification by the F.M.B.A. to the Council within ten days of the date upon which decision should have been rendered or ten days of the decision, as the case may be, and in no other manner.

Arbitration costs shall be shared equally by the Borough and the F.M.B.A.

An impasse in the collective bargaining process shall not be considered the subject of a grievance.

ARTICLE XI

MISCELLANEOUS

Section 1. Acting Assignments

Acting assignments shall be made by the Chief of the Department of Fire Prevention and Protection based upon seniority and/or competency. In the event a fire private is given an acting assignment to a position for which a higher rate of pay is established for the regular holder of said position, and in the further event said acting assignment exceeds two (2) consecutive weeks in length, then said fire private shall be

compensated at the higher pay rate for said position, retroactive to the first day of said acting assignment. Acting assignments of fire privates shall only be terminated in good faith and not for the sole purpose of avoiding payment at a higher rate.

Section 2. Clothing Allowance

There shall be a clothing allowance of \$275.00 for 1979 to each employee covered under this Agreement.

Section 3. Education

Employees taking fire science courses at a duly accreditate New Jersey college shall be reimbursed one hundred (100%) per cent of the actual costs for tuition provided:

- (a) The employee shall have successfully completed the course with a "C" average or higher; and
- (b) The employee did not receive reimbursement of the costs from a collateral source.

Section 4. Duties

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 Department of Fire Prevention and Protection or the officer in charge in the Chief's absence.

Section 5. Compensatory Time

Fire privates voluntarily responding while off duty to a general alarm, or called in to 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 amount of time worked. For every three (3) credits so accumulated, one (1) day compensatory time off shall be allowed.

This provision shall supersede any rule, regulation, policy or procedure of the Department heretofore or hereafter promulgated concerning the subject matter of this Section 5. Provided, however, this provision shall not be construed to affect any compensatory time standing to the credit of a fire private as of January 1, 1979. Provided, further, the Chief shall have the absolute right, at any time, to discontinue the voluntary off-duty response to general alarms program.

Section 6. Vesting of Compensatory Time

Any compensatory time off earned by a fire private pursuant to Article XI, Section 5, shall be deemed to vest immediately and in the event said compensatory time off is not

taken by a fire private 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 date of termination. Said compensation shall be paid at the option of the fire private in one installment (minus appropriate deductions for withholding, retirement, etc.) or in regular pay increments immediately preceding date of retirement while the fire private is taking time off. Said option shall be exercised by written notification to the Chief in the following manner:

- (a) In instances of regular retirement, six (6) months prior to date of termination or three (3) months plus number of scheduled shift working days and accumulated vacation days prior to date of termination, whichever is earlier.
- (b) 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.

In the event election is not timely made as hereinabove set forth, Borough may make payment for compensatory time off in regular pay increments following date of termination/over the extended number of compensatory days off standing to the credit of the fire private.

TO
SRAN
HENDRICKS
RESTENBAUM
& REINA
PROFESSIONAL CORPORATION
27 WELLS ST. 4TH FL.
100 PARK AVENUE
MONTFIELD, NEW JERSEY 07040

In the event of death of a fire private any payment otherwise due under this Section shall be paid to his estate.

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

DEATH BENEFIT

To the extent permitted by law, 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 fire private killed as the result of injuries sustained in the line of duty. Such payment shall be in addition to any other benefits payable. Borough shall not be obligated to make payment as hereinabove provided if death results from suicide or injuries which were intentionally self-inflicted.

HMS
DALTO
GRAN,
HENDRICKS
KESTENBAUM
& REINA
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
550 PARK AVENUE
NORTH PLAINFIELD, NEW JERSEY 07060

"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 XV

EFFECTIVE DATE

All rights, benefits, privileges, duties and obligations provided for in this Agreement shall be retroactive to and effective as of January 1, 1979, and shall continue through December 31, 1979.

IN WITNESS WHEREOF, the parties have set their hands and seals this 8th day of May, 1979.

BOROUGH OF NORTH PLAINFIELD

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, Local No. 53

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

By: George S. Brant

ATTEST:

Mary A. Smith
Mary A. Smith, Borough Clerk

By: Patricia J. Carlavich