

**A G R E E M E N T**

**BETWEEN**

**THE BOROUGH OF NORTH PLAINFIELD**

**AND**

**NORTH PLAINFIELD PROFESSIONAL FA,  
IAFF LOCAL 2958**

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**January 1, 2003 through December 31, 2007**

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## PREAMBLE

This Agreement, effective as of this 23rd day of June, 2004, 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 the North Plainfield Professional Firefighters Association, IAFF Local No 2958 (hereinafter referred to as the "Union") 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 provision of this Agreement, through collective negotiations, in order that a more efficient and progressive public service may be rendered.

## ARTICLE I

### RECOGNITION AND AREAS OF NEGOTIATION

#### **Section 1. Recognition**

The Borough recognizes the Union as the exclusive representative and the bargaining agent for the bargaining unit, consisting of all full-time paid Firefighters within the Borough's Department of Fire Prevention and Protection as per Chapter 303, Laws of New Jersey, as amended. Such position shall also refer to EMS duties. The term "Firefighter" shall include firefighting personnel assigned to perform the duties of fire inspector.

#### **Section 2. Areas of Recognition**

The Borough and the Union hereby agree that the Union has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, and procedures for adjustments of disputes and grievances and other related matters.

#### **Section 3. Workforce Improvements**

The Borough, as part of its inherent rights, retains unto itself the right to require members of the Union 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 employees option. Compensatory time earned under this provision shall be used or paid within twelve (12) months of the occurrence.

#### **Section 4. Parties Bound**

This agreement shall be binding upon the Borough and all Firefighters as defined in Section 1 above.

## ARTICLE II

### HOURS OF WORK

#### **Section 1. Platoon Personnel**

The hours of work for Firefighters 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 0800 to 1800 hours and night tours shall be from 1800 to 0800 hours. The sequence of tours 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 shall repeat.

#### **Section 2. Staff Fire Inspector**

The hours of work for a staff fire inspector shall be forty (40) hour week consisting of four (4) consecutive work days with a minimum of three (3) consecutive days off.

#### **Section 3. Manpower Levels**

Nothing contained in this Agreement shall be construed to impair the authority of the Chief of the Department of Fire Prevention and Protection (hereinafter referred to as "Chief and the "Department" respectively) or the officers or other officials having charge or control of the Department in case of emergency or shortage of personnel (shortage of personnel construed to mean less than (4) men on a shift) from summoning or keeping on duty any and all members of the Department during the period of emergency or shortage of personnel.

#### **Section 4. Transfers**

A. In the event the shift of a Firefighter 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.

B. A Firefighter who is transferred from one shift to another during January of any year shall not receive any additional compensation provided: (a) he is afforded notice in accordance with subsection "A" above; (b) he is given a minimum forty-eight (48) consecutive off-duty hours between shifts; and, (c) his work week does not exceed an average of forty-two (42) hours in an eight (8) week cycle.

C. Personnel shift transfers to be limited to (2) two per year not to be included with initial shift placement in beginning of ever year. The first transfer shall be at the Chief's discretion; the second shall be an emergent situation only. Anything thereafter, in this situation, shall be negotiated with the labor union.

## ARTICLE III

### DUTIES

#### Section 1. Routine Duties

Firefighters may be assigned to perform duties related 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 firehouse, as well as EMS duties performed on a regular basis.

#### Section 2. Other Duties

A. Firefighters may be assigned: (a) to perform inspections and supplementing building inspectors when sufficient personnel are available in the judgment of the Chief between the hours of 1630 and 2100, Mondays through Fridays and from 0900 to 1200 on Saturdays; and, (b) during the same periods as set forth in (a) above, periodic checking of apartment complexes within the Borough for blockage of ingress and egress of fire apparatus.

B. Sunday routine shall consist of the same work schedule as holiday routine but not considered holiday routine for any reason.

#### Section 3. Staff Fire Inspector

The Firefighter assigned to the staff position of Fire Inspector shall assist the Chief Fire Inspector and the Fire Official in the administration, promulgation and enforcement of the Borough's Fire Prevention Code and the public fire education programs, performing such particular duties as may be assigned by the Chief.



In addition, the Staff Fire Inspector shall maintain his qualifications as a Firefighter for temporary or permanent re-assignment and shall have or attain the certifications required by the New Jersey Uniform Fire Code and the "Fire "Protection Inspector ICS" license required by the New Jersey Uniform Construction Code.

The Staff Fire Inspector shall fill in on EMS before a member of the Fire Suppression shift (A.B.C.D.) is to fill in on EMS if the EMS shift falls below two (2) personnel, except in calendar year period that is scheduled for Fire Prevention Details.

#### **Section 4. Fire Inspector**

Firefighters serving as Fire Inspectors shall perform such fire prevention inspections and public education details as may be assigned by the Fire Official or his designee. Fire Inspectors shall have or attain the certification required by the New Jersey Uniform Fire Code for "Fire Inspector".

#### **Section 5. Additional Benefits**

Any additional benefits beyond those listed herein that the Borough may want to grant to fire inspectors shall be negotiated with the Union before they are implemented.

## ARTICLE IV

### SALARY

#### Section 1. Base Salary

There shall be an across-the-board wage increase, except as noted, as follows.

January	2003	3.9%	across-the-board
January	2004	3.9%	across-the-board
January	2005	3.95%	across-the-board
January	2006	4.0%	across-the-board
January	2007	4.0%	across-the-board

See Appendix "A" for Salary Guides

#### Section 2. Fire Inspectors

In addition to the compensation discussed in Section 1 above and Appendix "A", any Firefighter "elevated" to the position and duties of Fire Inspector or Staff Fire Inspector shall receive annual compensation as follows:

Fire Inspector	\$1,500.00
Staff Fire Inspector	\$3,550.00

The additional compensation for inspectors shall be incorporated into salary for pension purposes. If a member of the bargaining unit is assigned Fire Inspector and/or Staff Fire Inspector duties, he shall receive the stipend(s) on a pro-rated basis if the employee performs Fire Inspector and/or Staff Fire Inspector duties for less than a full year.

### **Section 3. Overtime**

Overtime, except in those instances for which compensatory time off credits are earned pursuant to Article XII, Section 1 shall be compensated by payment to the Firefighter 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 Firefighter's regular pay for each overtime hour worked.

### **Section 4. Court Time**

A. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Firefighter 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 a Firefighter.

B. All Such required court time shall be considered as overtime and shall be compensated at time and one-half (1 1/2).

C. When a Firefighter 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 a Firefighter 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 a Firefighter may be entitled under this Article shall be the actual time required, including waiting time in the Court or Administrative Body, together with any applicable travel time, but in no event shall he receive less than two (2) hours' pay at the overtime rate for such court appearances.

## **Section 5. Firefighter/Staff Meetings**

Firefighters required to attend monthly or special firefighter/staff meetings shall be compensated for a minimum of two (2) hours pay, regardless of the amount of times in actual attendance, whichever is more, at the overtime rate of one-hundred-fifty (150%) percent of the firefighters regular pay.

## **Section 6. EMS**

A. Effective January 1, 1997, the two (2) employees who are currently EMS certified and who are assigned to perform EMS duties on the day shift no more than forty (40) hours per week and any others who are subsequently assigned on the same permanent basis shall receive \$2,000.00 added to their base pay per year. If there is a change in the assignment of the employee during the course of the year, this payment will be pro-rated.

B. All other employees, except the two (2) employees who are assigned as set forth above, who hold a valid EMS certification as of July 1, 1998 shall receive \$500.00 in base pay. Employees hired after July 1, 1998 shall be compensated \$500.00 per year and one half the comp-time for time spent in EMT recertification classes as they are available to work EMS and do so if requested.

C. All EMS payments are based upon the current situation regarding assignments to provide EMS services. The parties contemplate that the program for paying the employees will be subject to renegotiation if more firefighters are assigned to perform EMS duties on a regular, permanent basis.

## ARTICLE V

### LONGEVITY

Firefighters shall receive the following longevity pay calculated using the Firefighter's anniversary dates:

1. Firefighters hired before January 1, 1994:
  - a. Two (2%) percent of base salary after five (5) years employment by the Borough of North Plainfield;
  - b. Four (4%) percent of base salary after ten (10) years of employment by the Borough of North Plainfield.
  - c. Six (6%) percent of base salary after fifteen (15) years employment by the Borough of North Plainfield.
  
2. Firefighters hired after December 31, 1993:
  - a. Six (6%) percent of base salary after fifteen (15) years employment by the Borough of North Plainfield.
  
3. Longevity pay for all Firefighters shall be incorporated into salary for pension purposes.

## **ARTICLE VI**

### **HOLIDAYS**

#### **Section 1. Pay for Holidays**

In lieu of receiving days off for holidays, each Firefighter shall receive payment therefore equivalent to a minimum of fourteen (14) days per year. The fourteen (14) holidays shall be:

New Year's Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Easter Sunday

Memorial Day

Independence Day

Labor Day

Columbus Day

General Election Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

#### **Section 2. Method of Payment**

Holiday pay for all Firefighters shall be incorporated into salary for pension purposes.

### **Section 3. Duties on Holidays**

On designated Borough holidays, Firefighters shall only perform duties relating to firefighting, essential preparation and maintenance of firefighting equipment and apparatus, fire and/or safety patrols, and minimum maintenance and housekeeping inside the firehouse as needed to maintain safe and sanitary conditions.

## **ARTICLE VII**

### **UNIFORMS AND UNIFORM MAINTENANCE**

#### **Section 1. Purchase of Uniforms**

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

#### **Section 2. Uniform Maintenance and Allowance**

The Borough shall provide an annual uniform and protective clothing routine maintenance allowance in the amount of \$775.00 payable in the second pay period of January.

#### **Section 3. Class I Uniform**

As of January 1, 2003, the Borough is responsible to provide full dress uniforms (Class "A") for all new uniformed firefighters. Uniforms shall be maintained for serviceability and fit and is to be worn on those occasions as determined by the Chief.

#### **Section 4. Street Dress**

Each Firefighter shall have the option of wearing the work uniform, street clothes or a partial uniform with street clothes combination, when reporting to and leaving duty. (Tee shirts worn with partial uniform must be fire department tee shirts only supplied at the employee's expense.)



## ARTICLE VIII

### VACATIONS

#### Section 1. Vacation Allowance

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

- a. During the first year of service with the Borough, a Firefighter will receive no vacation days.
- b. On the first anniversary of his employment, he will receive vacation days based on eight (8) workdays prorated for the balance of that year. In order to receive credit for a month, the employment must commence on later than the 15<sup>th</sup> of the month.
- c. On January 1<sup>st</sup> following the first year of his anniversary date, the Firefighter would receive fifteen (15) days vacation for the two (2) years' service.

Example: Employment commences July 1, 1981. On July 1, 1982,

Firefighter receives four (4) days vacation for the year 1982,  
representing one half (1/2) of the entitlement after one year of service.

Example: A Firefighter hired on July 1, 1981, would be entitled to  
fifteen (15) workdays of vacation on January 1, 1983.

- d. Seventeen (17) workdays commencing with the fifth (5<sup>th</sup>) year of service

- e. Twenty-four (24) workdays commencing with the tenth (10<sup>th</sup>) year of service.
- f. Thirty (30) workdays commencing with the twentieth (20<sup>th</sup>) year of service.

## **Section 2. Calculation of Vacation Allowance on Plateau Years**

Effective January 1, 1996, and commencing at level "d" above, annual vacation shall be calculated on the firefighter's employment 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 vacation 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) vacations days plus one quarter (1/4) of the additional vacation days for that calendar year.

## **Section 3. Accumulated Vacation**

If a Firefighter does not take all or part of his vacation during one (1) calendar year, all or part of same, as the case may be, shall be accumulated into the next succeeding year and the Firefighter shall be entitled to same, provided the taking of said time does not interfere with other vacation schedules in said succeeding year. If the Firefighter is unable to take said accumulated vacation in the succeeding year due to a transfer or similar action ordered by the Borough, then the Firefighter shall be compensated in cash for said days.

#### **Section 4. Vacation Selections**

A. The vacation period for all Firefighters shall be from January 1 to December 31.

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

C. Vacation time and/or compensatory and/or personal leave may be taken at the same time by no more than a maximum of one (1) employee, which shall mean one (1) Firefighter or one (1) supervisor.

D. Firefighters may utilize five (5) vacation days as single day picks. 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 (2) single days.

## ARTICLE IX

### INSURANCE

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

B. The Borough will provide a group dental insurance plan to cover members of the bargaining group and their dependents at no cost to Firefighters.

C. Each employee may voluntarily elect, effective January 1, 1999, to reduce/waive medical insurance coverage 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 members 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 receive fifty (50%) 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, except as noted herein. The employee shall, prior to receipt of such payment(s), provide certification of spousal insurance coverage. The employee may return to previous coverage status, except as noted herein, by providing the Borough at least ninety (90) calendar days' written notice prior to the open enrollment period to the Administrator requesting upgraded coverage. The same process holds for the reduction of coverage status. The Borough will, however, immediately reinstate coverage to an affected employee if the spouse's coverage terminates, for any reason, so that the Firefighter will not be without applicable coverage. The Borough will be entitled to a reimbursement of any pro-rate premium waiver share that the employee would not be eligible to receive due to reinstatement.

## ARTICLE X

### LEAVES OF ABSENCE

#### Section 1. Exchange of Duty

A. A Firefighter may, with the approval of the Chief, be granted an exchange of duty with pay for any days on which he is able to secure another Firefighter 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<sup>st</sup> of the immediately following calendar year.

B. (1) Each bargaining unit employee may engage in not more than eighteen (18) shift exchanges per calendar year that result in the employee working twenty-four (24) consecutive hours. The member making the request is solely responsible for the request. Said exchange shall not be cumulative. No employee shall work more than twenty-four (24) consecutive hours, except by the direction of the Chief or his designee.

(2) The Chief shall be notified of all exchanges in advance, except in cases of emergency. A request to make an exchange shall be communicated to the Chief not less than seventy-two (72) hours before the exchange shift is to begin. The Chief shall approve all exchanges that satisfy the criteria set forth herein. However, the Chief or designee reserve the right to reject an exchange prior to it occurring or during the exchange shift if such exchange endangers the health, safety and/or welfare of the employee(s) or the shift in question.

(3) Any exchange resulting in a twenty-four (24) hour shift that is "repaid" by the employee requesting the swap within the same tour shall be charged only to the employee who requests the exchange. Any other twenty-four (24) hour exchange shall result in both parties (the one requesting and the one accepting) being charged for the exchange.

## **Section 2. Early Exchange**

A. All early exchange requests must be approved by the platoon commander prior to the member being released from duty. Early exchange leave shall only be available during the thirty (30) minutes prior to the start of each shift.

B. Any member relieving another shall do so by position and assignment only. No exchanges shall be taken or approved for less than five (5) minutes prior to the change of shift.

## **Section 3. Funeral Leave**

A Firefighter shall receive three (3) 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, sister-in-law, brother-in-law, spouse and child. An additional day may be granted upon a reasonable request therefore and at the discretion of the Chief.

## **Section 4. Sick Leave**

A. Sick leave benefits shall be in accordance with the Agreement between Borough and the Union, dated November 4, 1976, as contained in Appendix "B" annexed hereto, which said Agreement is hereby extended to remain in full force and effect throughout the term of this Agreement.

B. The Firefighter shall be entitled to receive blanket approval for leaving his place of recuperation while on sick leave of periods 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 Firefighter's physician indicating that the period of recuperation is in excess of five (5) days.

#### **Section 5. Personal Leave**

A Firefighter 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 XI

### UNION BUSINESS LEAVE

#### Section 1. Representation for Negotiation and Grievances

The Borough grants three (3) members of the Union Negotiation Committee and three (3) members of the Union Grievance Committee leave from duty, with full pay, for all meetings between the Borough officials and the Union 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. State and International Meetings

A. The Borough grants the President and the Union Delegate or a designee (said designee to be named each January for the entire year) leave from duty with pay, to attend the annual convention of The Professional Fire Fighters Association of New Jersey, and the International Association of Fire Fighters, when such conventions occur on the Delegate's scheduled duty shift. Any approved member attending a union convention shall be given reasonable time off for travel to and from the convention. The dates of these conventions shall not be available for use for leaves of any type except sick leave by any member of the Union on the same platoon.

B. The Borough grants the Union Delegate and President or a replacement designee (said designee to be named for the year) leave from duty, with full pay, for all meetings of the Professional Fire Fighters Association of New Jersey and The International Association of Fire Fighters, and a total of four (4) day's leave from duty, with pay, for seminars of the Fire Fighters Association of New Jersey and the International Association of Fire Fighters, when such meetings or seminars occur during the Delegate's and President's scheduled duty hours.



C. Leave of absence with pay shall be granted to persons in their service of the Department who are duly authorized representatives of an employee organization as defined in N.J.S.A. 34:13A-3(e) and affiliated with the Professional Fire Fighters Association of New Jersey or the Fireman's Mutual Benevolent Association, Inc. to attend any State or national convention of such organization; provided, however that no more than ten (10%) percent of the employee organization's membership shall be permitted such a leave of absence with pay, no less than two (2) nor more than ten (10) authorized representatives. A certification of attendance to the State convention shall, upon request, be submitted by the representative(s) so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention, provided that such time not exceed seven (7) calendar days.

## ARTICLE XII

### COMPENSATORY TIME

#### Section 1. Credits

A. Firefighters 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 credited.

B. No compensatory time credit shall be granted or earned for any occasion a Firefighter arrives at headquarters or responds to the scene of a general alarm (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 a Firefighter is held over on duty for thirty (30) minutes or less. This paragraph shall not apply to the E.M.T.'s working the ambulance shift. Overtime shall be earned between 1800 and 1900 hours for those individuals held passed the shift change, i.e. 1800 hrs. After 1900 hours, those individuals will earn a comp point instead of overtime.

D. Said limitation on compensatory time credits, per paragraphs "B" and "C" above, are applicable only as long as the early exchange provision in Article X, Section 2 remains in effect.

E. Firefighters shall be allowed to use compensatory time, vacation leave or personal leave during the time that another individual is on terminal leave.

F. Firefighters shall have the option at the end of the year to request to be paid for compensatory time earned. The request shall be submitted to Chief or designee in writing

by October 15, and not to exceed one hundred (100) hours.

G. 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.

H. Compensatory time shall 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 2. Program**

This provision shall supersede any rule, regulation, policy or procedure of the Department heretofore or hereafter promulgated concerning the subject matter of this Article XII. Provided, however, this provision shall not be construed to affect any compensatory time standing to the credit of a Firefighter 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 a general alarms program.

### **Section 3. Vesting of Time Earned.**

Any compensatory time off by a Firefighter, pursuant to Article XII, Section 1, shall be deemed to vest immediately and in the event said compensatory time off is not taken by a Firefighter 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 Firefighter in one (1) installment (minus appropriate deductions for withholding, retirement, etc.) or in regular pay increments immediately preceding the date of retirement while the Firefighter is taking time off. Said option shall be exercised by written notification to the Chief in the following manner:

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

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 reasonable predictable.

In the event an 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 Firefighter.

In the event of a death of a Firefighter, any payment otherwise due under this section shall be paid to his estate.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

A grievance is any dispute between parties to this Agreement concerning any event which effects the terms and conditions of employment, or the alleged violation, misinterpretations 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 within thirty (30) days following the occurrence of the matter aggrieved. The grievance document shall include the date, time, and location and circumstances surrounding the matter aggrieved; the Article and Section of the contract allegedly violated, when applicable, and the remedy sought by the Union.
- b. Whenever possible, the Chief shall meet with the grievant to discuss the subject in an effort to resolve the dispute.
- c. The Chief shall decide the grievance in writing and within ten (10) days deliver a copy of his decision to the Union Grievance Committee.

#### **Step Two**

- a. A written appeal may be taken from the Chief's decision 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 Grievance Committee

### **Step Three**

a. If the Union 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 Union to submit to binding arbitration shall be exercised by: (1) a written notification by the Union to the Administrator within twenty (20) days after the Administrator's decision; and, (2) within ten (10) days of the notification, filing with the Public Employment Relations Commission for arbitration of the grievance.

c. Arbitration costs shall be shared equally by the Borough and the Union. An impasse in the collective bargaining process shall not be considered the subject of a grievance.

## ARTICLE XIV

### MISCELLANEOUS

#### **Section 1. Acting Assignments**

Acting assignments shall be made by the Chief based upon seniority and/or competency. Any Firefighter who is called upon to act as a platoon officer during a tour of duty shall be entitled to one (1) hour of overtime for each such tour he works. An Acting Officer called in on his day off for Acting Officer training shall receive Acting Officer pay for that day. Acting assignments of Firefighters shall only be terminated in good faith and not for the sole purpose of avoiding payment at a higher rate. The Firefighter in charge at an incident shall receive Acting Officer pay, provided he is not already being compensated under this section.

#### **Section 2. Education**

Firefighters taking fire science courses at any duly accredited New Jersey college or Open Learning Fire Service Program shall be reimbursed one hundred percent (100%) of the actual cost for tuition, provided:

- a. The Firefighter shall have successfully completed the course with a "C" average or higher; and,
- b. The Firefighter did not receive reimbursement of the cost from a collateral source.

#### **Section 3. Discipline**

No Firefighter shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any occupational advantage or given an adverse evaluation

without just cause. Any such action asserted by the Borough or any official, agent, representative or body thereof shall be subject to the grievance procedure herein set forth; except that the procedure for suspension, removal from office, fine or reduction in rank shall not be subject to the grievance procedure, but as set forth in N.J.S.A. 40A:14-19 et. seq. Should, however, there be no statutory right of appeal to court in any such proceeding, then the grievance procedure shall apply.

#### **Section 4. Safety and Health Committee**

This committee shall have the responsibility of making recommendations on the safety and health matters of the Firefighters. 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 Union.

#### **Section 5. Rights During Investigations**

When a Firefighter is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the Firefighter has a right to have Union representation present if he so desires. In addition, the Firefighter has a right to be notified in advance of the subject matter of an investigatory interview and be afforded the opportunity to confer with a Union representative before the interview.

#### **Section 6. Administrative Policies and General Orders**

Copies of all Administrative Policies and General Orders (Books 1 and 2) and all revisions thereto shall be given to the Union President, or his designee, as soon as they are promulgated.

#### **Section 7. Promotional Procedure**

Eligibility for promotion shall be limited to those employees who have begun their sixth



(6) year of service and hold Class "A" within the North Plainfield Fire Department.

### **Section 8. Workers Compensation/Temporary Disability**

An employee, on job-related disability, receiving his normal compensation and who, in addition, qualifies for payment under Workers Compensation and/or Temporary Disability laws shall, during the period the employee receives such benefits, be entitled only to that portion of the employee's regular pay that, when added either to the Workers' Compensation or Temporary Disability payments or both, equal the employee's normal pay. No employee, while receiving such payments, shall receive more than the full salary the employee would have received at the time of the employee's injury/leave, as augmented by any interim contractual wage increases.

## ARTICLE XV

### UNION DUES AND PAYROLL DEDUCTIONS

#### **Section 1. Dues Deduction**

In accordance with N.J.S.A. 52:14-15.9e, the Borough agrees to deduct from the salaries of the members of the Department represented by the Union, dues for membership in the Union, 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 Union Treasurer. The Union shall certify to the appropriate Borough official in writing the current rate of membership dues.

#### **Section 2. Savings Bond Deduction**

The Borough further agrees to deduct from the salaries of the members of the Department represented by the Union, payroll savings deductions for the purpose of purchasing United States Savings Bonds, provided the Firefighter files an appropriate written authorization with the Borough.

#### **Section 3. Representation Fee**

Any permanent Firefighter in the bargaining unit of the effective date of this Agreement who does not join the Union within thirty (30) days of the initial employment within the unit, and any permanent Firefighter previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Borough by the Union. The Union may revise its certification of the amount of the representations fee at any time to

reflect changes in the regular Union membership dues fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this agreement, so long as the Union remains the majority representative of the Firefighters in the unit and provided that no modification is made in this provision by a successor agreement between the Union and the Borough.

#### **Section 4. Indemnification**

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

## **ARTICLE XVI**

### **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 Firefighter killed as a 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 payment as hereinabove provided if the death results from suicide or injuries that were self-inflicted. "Next of kin" shall be determined in accordance with the laws of interstate succession.

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

## **ARTICLE XVII**

### **RETENTION OF BENEFITS**

All rights and privileges heretofore granted to members of the Union as a matter of practice and not inconsistent with the terms of the Agreement are hereby preserved unto them.

## ARTICLE XVII

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Firefighter, member or group of Firefighters or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen 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.; however, all other provisions and applications contained herein shall continue in full force and effect and shall not be affected thereby.

## 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 prior to the signing of the Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting and generality of the foregoing, the following rights:

1. To conduct the executive management and administrative control of the Borough and its properties and facilities and the activities of employees; and,
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees; and,
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, regulations and practices in furtherance; thereof, and use of judgment and discretion in connection therewith shall be limited only by the ordinances of the Borough of North Plainfield and the specific and expressed terms of this Collective Bargaining Agreement that are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authorities, duties and responsibilities under Title 40 and 40A N.J.S.A. or any other national, state, county or local laws or ordinances.

## ARTICLE XX

### FIREFIGHTERS RIGHTS

A. All new uniformed employees assigned to Fire Protection/ Prevention and or EMS shall be entitled to meet with an IAFF representative before the date of hire.

B. No uniformed employee shall be expected to sign or be presented with any Contract or agreement without proper union representation.



## ARTICLE XIX

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2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees; and,
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, regulations and practices in furtherance; thereof, and use of judgment and discretion in connection therewith shall be limited only by the ordinances of the Borough of North Plainfield and the specific and expressed terms of this Collective Bargaining Agreement that are in conformance with the Constitution and laws of New Jersey and of the United States.

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**ARTICLE XXI**

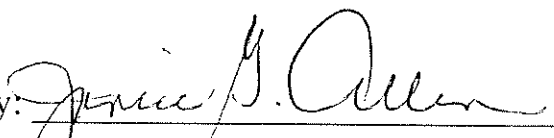
**EFFECTIVE DATE**

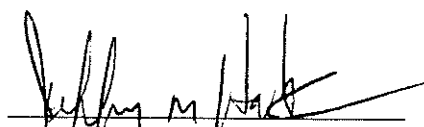
Unless specifically provided, all rights, benefits, privileges, duties and obligations provided for in this Agreement shall be retroactive to and effective as of January 1, 2003, and shall continue through December 31, 2007.

**IN WITNESS WHEREOF**, the parties have set their hands and seals this 23rd day of June, 2004.

**BOROUGH OF NORTH PLAINFIELD**

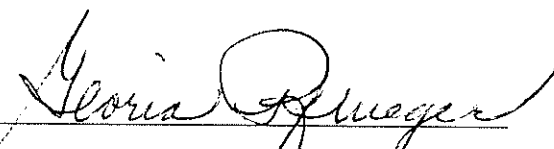
**NORTH PLAINFIELD  
PROFESSIONAL FA,  
IAFF LOCAL 2958**

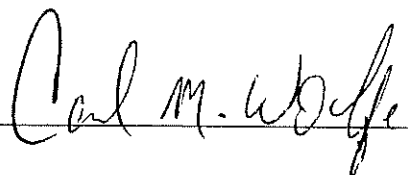
By:   
Janice Allen, Mayor

By: 

**ATTEST:**

**ATTEST:**

By:   
Gloria Pflueger, Borough Clerk

By: 

## APPENDIX A

### SALARIES

Employees hired after January 1, 2003

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Class A	\$69,310	\$72,013	\$74,857	\$77,851	\$80,966
Class B	61,015	63,395	65,899	68,535	71,276
Class C	52,723	54,779	56,943	59,221	61,590
Class D	44,431	46,164	47,987	49,907	51,903
Class E	36,139	37,548	39,032	40,593	42,217
Probationary	27,848	28,933	30,076	31,279	32,530

Employees hired between 11-1-98  
and 12-31-2002

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
Class A	\$69,310	\$72,013	\$74,857	\$77,851	\$80,966
Class B	62,399	64,833	67,394	70,089	72,893
Class C	55,489	57,653	59,930	62,327	64,820
Class D	48,578	50,473	52,467	54,565	56,748
Class E	41,668	43,293	45,003	46,803	48,675
Class F	34,758	36,113	37,540	39,041	40,603
Probationary	27,847	28,933	30,076	31,279	32,530

BOROUGH OF  
NORTH PLAINFIELD  
Corporation Notice

NOTICE IS HEREBY GIVEN, that at a meeting of the Mayor and Council of the Borough of North Plainfield held in the Council Chambers in the Borough Hall of said Borough on Monday, October 18, 1976, there was introduced, read for the first time and passed on such first reading an ordinance, a true copy whereof is printed below, and that said Mayor and Council did then and there fix the regular meeting of such Council to be held on the evening of Monday, November 8, 1976, beginning at 8:00 o'clock P.M., prevailing time as the time, and the said Borough Council Chambers as the place when and where said ordinance will be further considered for final passage, at which time and place, or at any time and place to which such meeting shall from time to time be adjourned, all persons interested will be given an opportunity to be heard concerning such ordinance.

The said ordinance as introduced and passed on first reading as aforesaid is in the following words and figures:

ORDINANCE NO. 659

AN ORDINANCE ESTABLISHING A SICK LEAVE POLICY FOR EMPLOYEES OF THE BOROUGH OF NORTH PLAINFIELD

Be it Ordained by the Mayor and Council of the Borough of North Plainfield, in the County of Somerset, and State of New Jersey as follows:

1. Sick leave means paid leave granted to a Borough employee who because of sickness or injury becomes disabled to a degree that makes it impossible for him to perform the duties of his position or, who is quarantined by a physician because he has been exposed to a contagious disease.

2. Full-time employees shall be eligible for sick leave in the manner hereinafter set forth. Permanent part-time employees shall be eligible for sick leave on a pro-rata basis. Temporary part-time and seasonal employees shall not be eligible for sick leave. Unless otherwise designated to the contrary, "employee" shall mean "a full-time employee".

3. A. Each employee shall be entitled to sick leave on the basis of ten (10) days in 1976, twelve (12) days each for 1977, 1978, and 1979 and fifteen (15) days for each year thereafter. In the first year of employment, an employee shall be entitled to sick leave on a pro-rata basis per month.

B. Upon an employee's retirement from service with the Borough and provided he is qualified for and is approved for benefits by the Public Employees' Retirement System or Police and Firemen's Retirement System under the Service, Deferred, Special, Early, Mandatory, Ordinary Disability, or Accidental Disability Retirement programs of either System, such employee shall be entitled to pay at the pay rate for his position as of the date of retirement equivalent to one-half (1/2) per full day of verifiable sick leave accumulated and not previously used up to and including the first ninety (90) days of such accumulated sick leave and five-sixths (5/6) day per full day of verifiable sick leave accumulated and not previously used in excess of ninety (90) days of such accumulated sick leave up to and including the one-hundred-eightieth (180th) day of such accumulated sick leave. An employee shall not, upon retirement, be entitled to any payment or credit for sick leave accumulated and not previously used in excess of one hundred-eighty (180) days.

C. In the event of an employee's death prior to retirement such employee's estate shall be entitled to pay at the rate for the deceased employee's position as of the date of death equivalent to one-half (1/2) day per full day of verifiable sick leave accumulated and not previously used up to and including the first ninety (90) days of such accumulated sick leave and five-sixths (5/6) day per full day of verifiable sick leave accumulated and not previously used in excess of ninety (90) days of such accumulated sick leave up to and including the one-hundred-eightieth (180th) day of such accumulated sick leave. An employee's estate shall not be entitled to any payment or credit for sick leave accumulated and not previously used in excess of one hundred-eighty (180) days.

D. An employee shall not be permitted to utilize anticipated sick leave until he has completed one (1) year of service. After one (1) year of service an employee may utilize up to the current year's anticipated sick leave provided prior accumulated sick leave has been first utilized.

E. Each employee in the employ of the Borough as of January 1, 1976, shall have credited to his accumulation of sick leave days, those verifiable, not previously used sick leave days to which he would have been entitled pursuant to prior sick leave procedures of the Borough. In no event, however, shall any employee be deemed to have been entitled to more than ten (10) days sick leave per calendar year. Each employee in the employ of the Borough as of January 1, 1976, shall be deemed to have been entitled to ten (10) days sick leave days for each calendar year during which he was an employee of the Borough.

F. There shall be no limitation, except as may be provided by statute, upon the number of sick leave days an employee may accumulate and utilize during his term of service, in accordance with the provisions of this Ordinance.

G. Each employee in the employ of the Borough as of the date of adoption of this Ordinance shall be deemed to have been entitled to ten (10) days sick leave days for the calendar year in which his employment commenced, anything to the contrary contained herein, notwithstanding.

H. Should an employee's employment terminate between January 1 and June 30, both inclusive, in any calendar year, such employee shall be entitled to one-half (1/2) the allowable sick leave days for such calendar year. Should an employee's employment terminate between July 1 and December 31, both inclusive, in any calendar year, such employee shall be entitled to all the allowable sick leave days for such calendar year.

I. Each employee in the employ of the Borough for one year or more as of January 1, 1976, shall have credited to his accumulation of sick leave days, an additional ten (10) days; provided, however, any employee who was credited with an additional number of sick leave days pursuant to paragraph 3B of Ordinance No. 640, shall only be credited with the difference between ten (10) days and the number of additional sick leave days with which he was credited pursuant to Ordinance No. 640, paragraph 3B.

4. A. When an employee is absent from work because of sickness, injury or quarantine for more than five (5) consecutive work days, his supervisor may require the employee, at the employee's expense, to submit an acceptable medical certificate from a physician relating to such illness, injury or quarantine.

B. When an employee has been absent on sick leave for periods totaling in excess of ten (10) days in one (1) calendar year consisting of periods of less than five (5) consecutive work days, his supervisor may require the employee, at the employee's expense, to submit an acceptable medical certificate from a physician before approving any additional sick leave in that calendar year.

C. An employee's supervisor may require medical proof of an employee's incapacity whenever an employee is on sick leave provided said requirement appears reasonable and demand for such proof is timely made. In such event the employee shall produce such proof. If satisfactory medical proof is produced, Borough shall reimburse employee the reasonable expense of obtaining same.

D. Abuse of sick leave shall be cause for disciplinary action.

E. An employee who intends to take sick leave shall notify his supervisor of such intention as soon as is reasonably possible under the circumstances. An employee on sick leave shall notify his supervisor of his place of recuperation and shall permit his supervisor or his supervisor's designee access and entry to such place during the continuance of the sick leave.

F. An employee shall submit to such medical examinations as shall be required from time to time by his department head. In any such case in which a medical examination pursuant to Paragraph 4F is required, the cost of such examination shall

be borne exclusively by the Borough.

5. Accumulated sick leave may be used by an employee for personal sickness, injury, quarantine, or for the sickness or injury of a member of his immediate family, provided, however, sick leave used because of sickness or injury of a member of an employee's immediate family shall be limited to five (5) days per calendar year. For the purposes of this Ordinance "immediate family" shall mean an employee's spouse, children, minor children over whom employee has custody, parents or other relatives by blood or marriage of the employee and who are actually residing in and are members of the employee's household.

6. Absence from employment caused by personal injury, incapacitating an employee to a degree that makes it impossible for the employee to perform the duties of his position shall not be charged against the employee's accumulated or anticipated sick leave if such personal injury was caused by accident arising out of and in the course of the employee's employment with the Borough.

7. A "Work related injury" for the purpose of this Ordinance is a personal injury caused by accident arising out of and in the course of an employee's employment with the Borough. A decision by the Division of Workmen's Compensation or court of competent jurisdiction on appeal that an injury is or is not compensable under the Workmen's Compensation Act shall be conclusively binding on the Borough and the employee that the injury is or is not work related. A decision by the Division of Workmen's Compensation or court of competent jurisdiction on appeal as to the duration of temporary disability shall be conclusively binding on Borough and the employee as to the duration of disability.

In the event of a temporary disability, of lesser duration than the Workmen's Compensation Act waiting period, the decision of the Borough's Workmen's Compensation insurance carrier to pay any benefits, including medical expenses, shall be conclusively binding on the Borough and employee that the injury is or is not work related.

8. An employee sustaining a work related injury disabling him to a degree that makes it impossible for him to perform the duties of his position, shall, during the period of such disability and as such period is limited by statute, be entitled to leave with full pay without such leave being charged against accumulated or anticipated sick leave, provided; however, that in the event such period of disability exceeds the waiting period for temporary workmen's compensation disability benefits, the employee, as a condition of receiving such benefits from the Borough, shall make and prosecute appropriate application for (in the event not voluntarily paid) temporary workmen's compensation disability benefits and shall turn the proceeds of all such benefits over to the Borough. In the event the employee shall have received benefits from the Borough under this paragraph 8 in excess of the period of time ultimately determined by the Division of Workmen's Compensation or court of competent jurisdiction on appeal as the duration of temporary disability, the employee shall reimburse the Borough in the full amount of any excess payments.

In the event there shall be a disagreement between the employee and the Borough over the duration of temporary disability caused by work related injury which such disability shall be for a period less than the Workmen's Compensation Act waiting period for temporary disability benefits, such disagreement shall be resolved through the grievance procedure in effect for the employee's department.

9. To the extent any other Ordinance of the Borough is inconsistent with the provisions hereof, said Ordinance shall be deemed to have been repealed to the extent of such inconsistency provided, however, such other Ordinance shall remain in full force and effect to the extent consistent herewith.

10. This Ordinance upon final adoption and publication according to law shall be effective retroactively to January 1, 1976.

Mary A. Smith  
Borough Clerk  
10/21/76

Adopted 11/8/76

