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AGREEMENT
BETWEEN THE BOROUGH OF NORTH PLAINFIELD
AND
NORTH PLAINFIELD PROFESSIONAL FIRE FIGHTERS' ASSOCIATION
IAFF LOCAL NO. 2958
1994 - 1996

PREPARED BY: ABRAMSON & LIEBESKIND ASSOCIATES
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PREAMBLE

This agreement, effective as of the first day of January 1994, 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 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 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. The term "Firefighter" shall include firefighting personnel assigned to perform the duties of fire inspector.

Section 2. Areas of Negotiation

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

Section 2. Staff Fire Inspector

The hours of work for a staff fire inspector shall be a forty (40) hour work week consisting of four (4) consecutive work days with a minimum of three (3) consecutive days off (effective upon execution of the 1994-1996 contract).

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 four (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 of 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.

promulgation, and the 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 qualification 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.

Section 5. 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 6. 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

Effective January 1st of each year, the salary guide for Firefighters shall be increased 4% in 1994, 5.5% in 1995 and 5.5% in 1996 as follows:

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.

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 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 time in actual attendance, whichever is more, at the overtime rate of one-hundred-fifty (150%) percent of the firefighter's regular pay.

New Years Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	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

Routine duties shall be performed on all holidays for which extra compensation is paid, pursuant to Section 1 above, except Christmas Day, Good Friday, Easter Sunday, Thanksgiving Day, Friday After Thanksgiving, New Years Day, Independence Day, Labor Day and Memorial Day. On the latter designated 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 fire house as needed to maintain safe and sanitary conditions.

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 no later than the 15th of the month.

c. On January 1, following the first year of his anniversary date, the Firefighter would receive fifteen (15) days vacation for the two years' service.

Example: Employment commences July 1, 1981. On July 1, 1982, Firefighter receive 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) year of service.

e. Twenty-four (24) workdays commencing with the tenth (10) year of service.

f. Thirty (30) workdays commencing with the twentieth (20) year of service.

at the same time by no more than a maximum of one employee, which shall mean one Firefighter or one 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.

ARTICLE IX INSURANCE

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.

The Borough will provide a group dental insurance plan to cover members of the bargaining group and their dependents at no cost to Firefighters. Said plan shall become effective January 1, 1990 pursuant to the level of benefits agreed upon and attached hereto as Exhibit 2.

in-law, brother-in-law, spouse and child. An additional day may be granted upon a reasonable request therefor and at the discretion of the Chief.

Section 4. Sick Leave

A. Sick leave benefits shall be in accordance with the Agreement between the Borough and the FMBA Local No. 53 dated November 4, 1976, as contained in Exhibit 1 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 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 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.

obligation is limited to ordering overtime coverage for only one of these individuals to attend such meetings and/or seminars. Notification shall be made to the Chief at least one week prior to the use of this leave.

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 allowed. Each compensatory time off 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.

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 thirty (30) minutes or less prior to the start of his scheduled duty, regardless of the time of the alarm.

C. No compensatory time credits shall be granted or earned for any occasion a Firefighter is held over on duty for thirty (30) minutes or less.

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 be reasonably be anticipate, 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 extended over the number of compensatory days off standing to the credit of the Firefighter.

In the event of 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 the parties to this Agreement concerning any event which effects the terms and conditions of employment, or the 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.

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 days of that 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 hour of overtime for each such tour which 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 5. 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 representatives of the Union.

Section 6. 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 7. 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 8. Promotional Procedures

Eligibility for taking a promotional exam shall be limited to those employees who have completed at least three (3) years of Service within the North Plainfield Fire Department.

revise its certification of the amount of the representation 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 and save harmless the Borough against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action 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 death results from suicide or injuries which were self-inflicted. "Next of kin" shall be determined in accordance with the laws of intestate 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

ARTICLE XIX
EFFECTIVE DATE

Unless specifically provided otherwise, all rights, benefits, privileges, duties and obligations provided for in this Agreement shall be retroactive to and effective as of January 1, 1994, and shall continue through December 31, 1996.

IN WITNESS WHEREOF, the parties have set their hands and seals this 26th day of June, 1995.

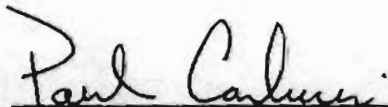
BOROUGH OF NORTH PLAINFIELD

NORTH PLAINFIELD PROFESSIONAL FAA,
IAFF LOCAL 2958

By:


MICHAEL HAGGERTY, Mayor

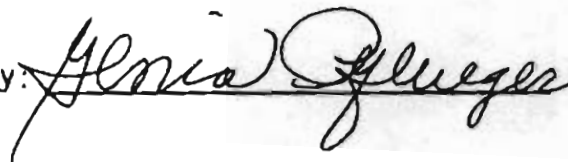
By:


PAUL CARLUCCI, President
6/28/95

ATTEST:

ATTEST:

By:



By:

