

AGREEMENT

BETWEEN

BOROUGH OF NORTH PLAINFIELD

And

**NORTH PLAINFIELD PROFESSIONAL FIREFIGHTERS
ASSOCIATION,
IAFF LOCAL NO. 2958**

January 1, 2022 through December 31, 2024

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PREAMBLE

This Agreement, effective as of the ____ day of _____ 2022, 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 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 and Uniformed EMTs 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 bargaining unit 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 and Uniformed EMTs as defined in Section 1 above.

ARTICLE II

HOURS OF WORK

Section 1. Platoon Personnel

For Platoon Personnel who perform firefighting duties, the work week shall consist of forty-two (42) hours, averaged out over four (4) weeks as follows: twenty-four (24) hours of duty immediately followed by seventy – two (72) hours off duty. Tours shall commence at 0800 hours and shall consist of two (2) shifts, a first (1st) shift of ten (10) hours and a second (2nd) shift of fourteen (14) hours.

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. Uniformed EMTs

For Uniformed EMTs, the work week shall consist of forty-two (42) hours, averaged out over four (4) weeks as follows: twenty-four (24) hours of duty immediately followed by seventy – two (72) hours off duty. Tours shall commence at 0800 hours and shall consist of two (2) shifts, a first (1st) shift of ten (10) hours and a second (2nd) shift of fourteen (14) hours.

Section 4. 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.

When the Department summons or holds members of the bargaining unit over beyond the end of their shift or tour of duty, other than ongoing Fire and EMS incidents defined within Article XII, compensation shall be in the form of overtime at the employee’s overtime rate. An example of this may be a weather related emergency requiring additional staffing.

Section 5. Transfers

- A. Only the Fire Chief shall have the authority to transfer a Firefighter or Firefighter/EMT-B or Uniformed EMT.

- B. In the event the shift of a Firefighter or Firefighter/EMT-B or Uniformed EMT is changed without affording him seventy-two (72) hours advance notice of said change, he/she shall be paid at the overtime rate for all hours worked by him/her within the first (1st) seventy-two (72) hours following notification to him/her of the change.
- C. A Firefighter or Firefighter/EMT-B or Uniformed EMT who is transferred from one shift to another for annual platoon transfer during January of any year shall not receive any additional compensation provided: (a) he/she is afforded notice in accordance with subsection "B" above; (b) he/she is given a minimum forty-eight (48) consecutive off-duty hours between shifts; and, (c) his/her work week does not exceed an average of forty-two (42) hours in an four (4) week cycle.
- D. Personnel shift transfers to be limited to two (2) per year. Initial shift placement during the month of January as specified in subsection "C" above shall not be considered as one of the two detailed in subsection "D."

- a. The first (1st) transfer shall be at the Chief's discretion.

When a transfer is made and considered "temporary re-assignment" the date the Firefighter or Firefighter/EMT or Uniformed EMT is to return to his regular assignment shall not be considered the second transfer when following criteria are met:

- i. An anticipated return to regular assignment date shall be stipulated in the transfer order.
- ii. Temporary re-assignment shall be for a minimum of three (3) tours and a maximum of nine (9) tours.
- iii. Adherence to subsection C. (a) & (b) above is met.

- b. The second (2nd) transfer shall be an emergent situation only as determined by the Chief.

When a transfer is made and considered "temporary re-assignment" the date the Firefighter or Firefighter/EMT or Uniformed EMT is to return to his regular assignment shall not be considered a third (3rd) or additional transfer when the following criteria are met:

- i. An anticipated return to regular assignment date shall be stipulated in the transfer order.

- ii. Temporary re-assignment shall be for a minimum of three (3) tours and a maximum of nine (9) tours.
- iii. Adherence to subsection C. (a) & (b) above is met.
- c. The Chief may return a Firefighter or Firefighter/EMT-B or Uniformed EMT from any temporary re-assignment prior to the anticipated return date provided: (a) he/she is afforded notice in accordance with subsection B. above; (b) he/she is given a minimum of forty-eight (48) consecutive off-duty hours between shifts; and, (c) his/her work week does not exceed and average of forty-two (42) hours in a four (4) week cycle.
- d. The Chief may extend a Firefighter or Firefighter/EMT-B or Uniformed EMT temporary re-assignment provided he/she is afforded notice in accordance with subsection B. above. Extension of a temporary re-assignment shall not result in a total number of tours exceeding nine (9). Any re-assignment resulting in excess of nine (9) tours shall be considered a permanent transfer.
- e. When a Firefighter or Firefighter/EMT-B or Uniformed EMT is transferred and an anticipated return date is not stipulated or the anticipated return date is in excess of nine (9) tours, it shall be considered a permanent transfer and any transfer of that member thereafter in a given calendar year shall be considered an additional transfer and is subject to limitation as specified in subsection C. above.
- f. In either case of a temporary re-assignment or a permanent transfer the selection of earned time off (vacation, compensatory time, personal day) selected by the re-assigned Firefighter or Firefighter/EMT-B or Uniformed EMT and approved by the Department prior to the re-assignment or transfer shall be honored regardless of conflict of other selections in the platoon of his/her new assignment.

It is understood the actual date of selection may not coincide with the Firefighter or Firefighter/EMT-B or Uniformed EMT new assigned schedule:

I.e.: A Firefighter or Firefighter/EMT-B or Uniformed EMT is scheduled to work March 17 and 21 and selects these two (2) tours for vacation leave. This selection is approved on February 15. On February 20, he/she is transferred and is now scheduled off on March 17 and 21, but is scheduled to work March 18

and 22, the Department shall consider his vacation selection as March 18 and 22 after transfer or reassignment. The Firefighter or Firefighter/EMT-B or Uniformed EMT has right to cancel his vacation selection.

- E. If a Firefighter or Firefighter/EMT-B or Uniformed EMT requests a transfer and it is honored, it shall not count against the total number of allowable transfers per year.

ARTICLE III

DUTIES

Section 1. Routine Duties

- A. Firefighter: 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.
- B. Firefighter/EMT-B: Firefighter/EMT-B's shall assume all duties of Firefighter as defined and outlined in the Agreement. Additionally, Firefighter/EMT-B may be assigned on a fill in basis to the Basic Life Support Ambulance operated under a New Jersey Department of Health and Senior Services license by the North Plainfield Fire Department.
- C. Uniformed EMT-B: Uniformed EMT-B may be assigned to perform duties, preparation of equipment and training, care and maintenance of EMS equipment and apparatus, rescue, non-structural repairs of minor nature, painting and care, maintenance and housekeeping inside the firehouse, Public details as in health prevention and awareness as well as EMS duties performed on a regular basis. Additionally, Uniformed EMT-B will be assigned the Basic Life Support Ambulance operated under a New Jersey Department of Health and Senior Services license by the North Plainfield Fire Department.

Section 2. Other Duties

- A. Firefighters may be assigned to perform administrative functions as they may relate to non-technical building inspections for adherence to the International Fire Prevention Code, New Jersey Edition, only where additional licenses' are not required by State statute, as deemed necessary by the Chief or designee. Such functions shall not be assigned outside of normal Borough business

hours: Monday through Friday, 0900-1200, 1300-1600 hours and Saturday, 0900-1200 hours.

- B. Sunday routine shall consist of the same work schedule as holiday routine but not considered holiday routine for any reason and shall not exclude training activities.

Section 3. Staff Fire Inspector

- A. The Firefighter or Firefighter/EMT-B assigned to the staff position of Staff Fire Inspector shall be considered primarily a Firefighter or Firefighter/EMT-B, where applicable, and remain available for assignment to fire duty without exception. The Firefighter or Firefighter/EMT-B assigned to the staff position of Fire Inspector shall maintain his qualifications as a Firefighter or Firefighter/EMT-B for temporary or permanent re-assignment. The Firefighter or Firefighter/EMT-B assigned to the staff position of shall have or attain the certifications required by the New Jersey Uniform Fire Code and the "New Jersey Licensed Fire Inspector" license required by the New Jersey Uniform Construction Code.
- B. The Firefighter/Staff Fire Inspector or Firefighter EMT-B/Staff Fire Inspector shall assist 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.

Section 4. Shift Fire Inspector

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

Section 5. Seniority

Separate seniority list shall be maintained for the positions of Firefighter and Firefighter/EMT-B and the position of Uniformed EMT. Seniority shall be based on employment in a bargaining unit position in the Department. For purposes of the selection of vacation and other paid leave, a Firefighter or Firefighter/EMT-B shall select leave before Uniformed EMTs, regardless of the amount of time worked within the Borough by the individuals.

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

- A. There shall be two (2) separate salary guides for Firefighters and a separate salary guide for Uniformed EMTs.

- B. The across-the-board wage increases for the Firefighters' guides shall be as set forth below, except for that in order to be eligible for the 2022 increase retroactively, where applicable, bargaining unit members must be on the Borough's active payroll as of August 1, 2022.

January 1, 2022 through December 31, 2022 – 2.0% across-the-board (as noted above as to eligibility)

January 1, 2023 through December 31, 2023 – 2.0% across-the-board

January 1, 2024 through December 31, 2024 – 2.0% across-the-board

- C. The EMT Salary Guide shall be as set forth below.

Section 2(a). Salary Guide for Firefighters Hired on or Before December 31, 2010, Effective January 1, 2022.

	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>
Class A	\$111,351	\$113,578	\$115,850	\$118,167

Section 2(b). Salary Guide for Firefighters Hired on or After January 1, 2011, Effective January 1, 2022.

	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>
Class A	\$111,351	\$113,578	\$115,850	\$118,167
Class B	\$97,607	\$99,559	\$101,550	\$103,851
Class C	\$83,866	\$85,543	\$87,254	\$88,999
Class D	\$70,123	\$71,525	\$72,956	\$74,415
Class E	\$56,382	\$57,510	\$58,660	\$59,833
Class F	\$49,420	\$50,408	\$51,416	\$52,444

Probationary \$35,497 \$43,308 \$44,174 \$45,027

* In order to eligible for the 2022 increase retroactively, in both Section 2(a) and Section 2(b), where applicable, bargaining unit members must be on the Borough's active payroll as of August 1, 2022.

Section 2(c).

- A. Employees on the salary guide in Section 2(b) above shall move one (1) class on their anniversary date in 2022.
- B. Employees on the salary guides in Section 2(b) above shall move one (1) class on their anniversary date in 2023.
- C. Employees on the salary guides in Section 2(b) above shall move one (1) class on their anniversary date in 2024.

Section 3(a). Salary Guide for Uniformed EMTs, effective January 1, 2022 (as explained below in Section 3(b)).

	<u>2021</u>	<u>8/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
Class A	\$49,919	\$65,000	\$65,000	\$65,000
Class B	\$46,494	\$60,000	\$60,000	\$60,000
Class C	\$43,069	\$55,000	\$55,000	\$55,000
Class D	\$39,644	\$50,000	\$50,000	\$50,000
Class E**	\$36,219	N/A	N/A	N/A
Probationary	\$32,794	\$45,000	\$45,000	\$45,000

** Class E will no longer exist as of August 1, 2022. The bargaining unit members in that Class will receive a base salary as per the Class D step.

Section 3(b).

- A. Members on the salary guide in Section 3(a) above shall be placed as follows:
 - (1) Probationary will make \$45,000 base salary on August 1, 2022;
 - (2) Class D will make \$50,000 base salary on August 1, 2022;
 - (3) Class A EMTs, on August 1, 2022, shall become Class C EMTs under the new salary guide and shall make \$55,000 base salary on August 1, 2022.
- B. Including calendar year 2022 and thereafter, any employee hired into the bargaining unit will be hired at the Probationary step and move through the salary guide on their anniversary date only.

C. Any Uniformed EMT who is full time and on the Borough's payroll on August 1, 2022 shall move as follows in the guide (Section 3(a) above:

(1) Each member shall move one (1) class on January 1, 2023 only.

(2) Each member shall move one (1) class on their anniversary date in 2024.

Section 3(c).

The Parties agree to discuss possible further changes to the Salary Guide for Uniformed EMTs after January 1, 2023 with at least ninety (90) calendar days written notice to the other party seeking such discussions.

Section 4.

Effective January 1, 2014, anytime a Firefighter or Uniformed EMT is called into work which is not contiguous to the employee's work shift, the Borough shall pay three (3) hours at one-and-one-half (1-1/2) pay. The Borough reserves the right to work the employee the full call in period.

Section 5. Fire Inspectors

(a) In addition to the compensation discussed in Section 1 and 2 above, any Firefighter "*elevated*" to the position and duties of Shift Fire Inspector or Staff Fire Inspector shall receive annual compensation as follows:

Shift Fire Inspector	\$1,500.00 (effective January 1, 2022 - \$2,000.00)
Staff Fire Inspector	\$4,000.00

Both amounts above are gross, before the imposition of all applicable deductions.

(b) "Elevation", as referred to herein, as to either or both positions herein, shall be by the written recommendation of the Fire Chief to the Mayor, who shall be ultimate determiner as to "elevation."

(c) 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 6. 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 (2nd) 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.

Overtime shall be compensated by payment to Uniformed EMTs on the second (2nd) regular pay day following the date upon which overtime was worked for all work in excess of forty (40) hours per week or in excess of the scheduled tour. Payment for overtime shall be at a rate of one-hundred-fifty (150%) percent of the Uniformed EMT's regular pay for each overtime hour worked.

Section 7. 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 or Uniformed EMT 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/her duties as a Firefighter or Uniformed EMT.
- B. All such required court time shall be considered as overtime and shall be compensated at time and one-half (1 ½).
- C. When a Firefighter or Uniformed EMT 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 or Uniformed EMT 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 or Uniformed EMT 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/she receive less than two (2) hours' pay at the overtime rate for such court appearances.

Section 8. 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 9. Firefighter/EMS

- A. Two (2) firefighters who are EMS certified and who are permanently assigned to perform EMS duties on the day shift shall work no more than forty (40) hours per week shall receive Two Thousand Dollars (\$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. Effective January 1, 2022 all other firefighters, except the two (2) firefighters who are assigned as set forth above in Section 9A above, who hold a valid EMS certification shall receive One Thousand Dollars (\$1000.00) in base pay less all applicable deductions and hour for hour comp-time for time spent in EMT recertification classes as they are available to work EMS and do so if requested. The Chief shall approve the firefighter/EMT attending such training prior to the firefighter/EMT being approved for comp time.
- C. 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.

Section 10.

If a full time EMS bargaining unit member is hired by the Borough as a firefighter, the newly hired full-time firefighter will be placed on the salary guide in Section 2(b) above at the step closest to his/her salary as a full time EMS, which is not below his/her prior EMS salary. However, he/she shall be frozen at that Class salary on the guide in Section 2(b) above for a period of eighteen (18) consecutive months if the placement on the guide in Section 2(b) above produces an increase of five (5%) percent or more over his/her EMS salary at the time that the bargaining unit member becomes a full-time firefighter. If the Borough shall hire a full time staff EMT to work a daytime schedule, the full time staff EMT shall work a four (4) ten (10) hour days schedule and their annual stipend for said position shall be Four Thousand Dollars (\$4,000.00) less all applicable deductions.

ARTICLE V

LONGEVITY

Firefighters and Uniformed EMTs shall receive the following longevity pay calculated using the Firefighter/Uniformed EMT'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/Uniformed EMTs hired after December 31,1993:
- Six (6%) percent of base salary after fifteen (15) years of employment by the Borough of North Plainfield.
3. Longevity pay for all Firefighters/ Uniformed EMTs shall be incorporated into salary for pension purposes.
4. A Firefighter/Uniformed EMT whose anniversary date falls between January 1st and June 30th, inclusive, will receive increases in longevity retroactive to January 1st of the year in which the Firefighter/Uniformed EMT moves to the next step on the longevity benefit guide. A Firefighter/Uniformed EMT whose anniversary date falls between July 1st and December 31st, inclusive, will receive increases in longevity retroactive to July 1st of the year in which the Firefighter/Uniformed EMT moves to the next step in the longevity benefit guide.

ARTICLE VI

HOLIDAYS

Section 1. Pay for Holidays

In lieu of receiving days off for holidays, each Firefighter and Uniformed EMT shall receive payment therefore equivalent to a minimum of fourteen (14) days per year. For Platoon Personnel, a holiday shall be valued at eight point forty (8.40) hours. 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 and Uniformed EMTs shall be incorporated into salary for pension purposes.

Section 3. Duties on Holidays

On the day the holiday is observed by the Borough, 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.

Section 4. Dates of Holiday Routine

The specific dates for the holiday routine, as set forth above in Section 3 above, shall be marked on all the department calendars as agreed upon by the Chief and the Union at the beginning of the calendar year. The dates shall include fourteen (14) holidays primarily mirrored to those listed in Article VI, Section 1.

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 bargaining unit.

Section 2. Uniform Maintenance and Allowance

The Borough shall provide an annual uniform and protective clothing routine maintenance allowance all full-time paid Firefighters and Uniformed EMTs in the amount of Seven Hundred Seventy-Five Dollars (\$775.00), less all applicable deductions, payable in the second (2nd) pay period of January.

Section 3. Class A Uniform

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. Class A uniforms shall be replaced as needed at the discretion of the Chief with all costs covered by the department due to normal wear and tear. The Borough shall provide full dress uniform (Class "A") for uniformed full-time EMT/EMS bargaining unit members after they have served three (3) years in that capacity after they have completed their probation period.

Section 4. Street Dress

Each Firefighter and Uniformed EMT 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 for Firefighters/ Uniformed EMTs

Firefighters/ Uniformed EMTs shall be paid their normal salaries during vacation periods. For Platoon Personnel, for purposes of the vacation allowance a workday shall either be a ten (10) hour day shift or a fourteen (14) hour night tour, with two (2) vacation days for one (1) twenty-four (24) hour shift. Firefighters/Uniformed EMTs 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/Uniformed EMT will receive no vacation days.
- b. On the first (1st) anniversary of his/her employment, he/she 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 15th of the month.
- c. On January 1st following the first (1st) year of his/her anniversary date, the Firefighter/Uniformed EMT would receive fifteen (15) days' vacation for the two (2) years' service.

Example: Employment commences July 1, 2008. On July 1, 2009, Firefighter/ Uniformed EMT receives four (4) days' vacation for the year 2009, representing one half (½) of the entitlement after one year of service.

Example: A Firefighter/ Uniformed EMT hired on July 1, 2008 would be entitled to fifteen (15) workdays of vacation on January 1, 2010.

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

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

Section 2. Calculation of Vacation Allowance on Plateau Years

Commencing at level "d" for Firefighters/ Uniformed EMT above, annual vacation shall be calculated on the Firefighter's/Uniformed EMT's employment date, rounded to the nearest on half (½) day.

- Example: An employee who commences his tenth (10th) 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 (10th) year of service on October 1, would be entitled to nineteen (19) vacation days, representing seventeen (17) vacations days plus one quarter (¼) of the additional vacation days for that calendar year.

Section 3. Accumulated Vacation

If a Firefighter or Uniformed EMT does not take all or part of his/her 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 or Uniformed EMT shall be entitled to same, provided the taking of said time does not interfere with other vacation schedules in said succeeding year. For all Firefighters and/or Uniformed EMTs who were hired prior to May 21, 2010 and they were unable to take said accumulated vacation time in the succeeding year due to a transfer or similar action ordered by the Borough, then the Firefighter or Uniformed EMT shall be compensated in cash for said days. Any Firefighter or Uniformed EMT hired on or after May 21, 2010 shall not be eligible for the provisions of this Section as to compensation of same.

Section 4. Vacation Selection

- A. The vacation period for all Firefighters and Uniformed EMTs 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/EMT or (1) Uniformed EMT or one (1) supervisor per platoon.

- D. For the purposes of vacation selections within a platoon assigned to a shift, Uniformed EMTs shall pick vacation as the junior members of a platoon, regardless of the amount of time worked within the Borough.

- E. Firefighters/ Uniformed EMTs may utilize five (5) vacation days as single day picks. A single day pick for Firefighters/ Uniformed EMTs shall be either a ten (10) hour day shift (0800-1800) or a fourteen hour (14) night shift (1800-0800). 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. When the requested day off is for a Saturday or Sunday only, the request must be filed no later than 12:00 noon on the Friday preceding and approved or denied no later than 1800 hours on that day.

Section 5.

Any member, due to business necessity only, may make a written request to carryover all or part of their vacation leave from one (1) calendar year to the next succeeding calendar year, subject to approval by the Fire Chief. Those holdover days must be used in the next succeeding year as the can not be carried over again.

ARTICLE IX

INSURANCE

- A. The Borough shall, at its expense, provide Medical Insurance under the State Health Benefits Plan for Firefighters and Uniformed EMTs 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, with the Borough's contribution capped at the level in effect on May 31, 2008 and with the individual employees making up the remainder of the cost.

- C. Each employee may voluntarily elect 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 and/or waive the coverage provided by the Borough, the employee shall receive twenty-five (25%) percent of the difference between the original coverage premium and the reduced coverage premium or no coverage premium at all, not to exceed Five Thousand (\$5,000.00) Dollars for the period of time the employee receives the reduced and/or no coverage, which shall not be less than one (1) calendar year. 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/ Uniformed EMT 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.

- D. Effective January 1, 2014, the contributions of all active employees and eligible retirees to medical insurance premiums shall be limited to the percentages required by the provisions of Ch. 78, P.L. 2011.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Exchange of Duty

- A. A Firefighter or Uniformed EMT may, with the prior written request by the Firefighter or Uniformed EMT and written approval of the Chief, be granted an exchange of duty with pay for any days on which he is able to secure another Firefighter or Uniformed EMT to work in his/her place. Each exchange of duty request must be submitted for written 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 31st of the immediately following calendar year.
- B. (1) Each Firefighter and Uniformed EMT may engage in not more than eight (8) twenty four (24) hour exchanges per calendar year, hereinafter referred to as a Tour Exchange. The member making the request is "charged" with the

occurrence. Members engaging in an exchange are responsible for their share of the exchange.

(2) Each bargaining unit employee may engage in not more than eight (8) ten (10) hour or fourteen (14) hour exchanges per year, hereinafter referred to as a Shift exchange, either Day Shift (0800-1800) or Night Shift (1800-0800). The member making the request is "charged" with the occurrence. Members engaging in an exchange are responsible for their share of the exchange.

C. No employee shall work more than twenty-four (24) consecutive hours, except by the discretion of the Chief:

1. When ordered to do so by the Department, the employee shall not work in excess of ten (10) hours immediately following his/her twenty-four (24) hour shift.

2. An Employee may work up to six (6) hours after his/her twenty-four (24) hour shift upon request of another member provided:

- Occurrences are limited to two (2) per calendar year. The member agreeing to work the exchange is "charged" with the occurrence.
- Requests are treated as short notice and will be considered as stipulated in A above.

D. Once approved the accepting bargaining unit employee is obligated to work the exchange, therefore shall be accountable in all aspects for the Tour or the Shift.

I.e.: A member scheduled to work on an exchange tour or shift reports off on sick leave, it is treated as a regular member of the shift or tour is sick. The member reporting off on sick leave is charged the sick time and the member who is off on exchange is relieved of obligation in covering the originally scheduled position.

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, except as noted in "B" below.

B. Firefighters and Uniformed EMTs shall have the option to exchange early with oncoming firefighters as early as 0700 hours provided that the exchange is documented on the daily attendance by the platoon commander.

Section 3. Funeral Leave

- A. A firefighter or Uniformed EMT shall receive two (2) twenty-four (24) hour tours as funeral leave in the event of a death within the immediate family, which shall be construed as including, but not limited to, father, mother, grandmother, grandfather, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse, child and grandchild.
- B. Firefighters and Uniformed EMTs shall be entitled to one (1) twenty-four (24) hour tour of funeral leave to attend the funeral or viewing for family members not specified above. This shall be allowed provided the funeral or viewing occurs on the actual day the employee is scheduled to work.

Section 4. Sick Leave

- A. Leaves of absence. Fire Fighters and Uniformed EMTs shall be governed by the applicable provisions of Title 40A of the New Jersey Statutes. Firefighters and Uniformed EMTs shall be entitled to fifteen (15) sick days. For Firefighters and Uniformed EMTs on Platoon, one (1) sick day shall consist of one (1) ten (10) hour day or one (1) fourteen (14) hour night for a total of two (2) sick days used per twenty-four (24) hour tour. For the purposes of the five (5) days allotted for family sick leave for firefighters and Uniformed EMTs on Platoon, one (1) twenty-four (24) hour tour shall consist of two (2) sick days used out of the five (5) allotted days. Effective January 1, 2023, the number of days allotted for family sick leave out of the total annual sick leave allotment shall be increased to ten (10) to up to five (5) twenty four (24) hour tours.

When a new employee (whether a firefighter or an EMT) is hired, the employee shall be entitled to one and one-quarter (1.25) days per month for each month the employee works in the first (1st) calendar year and then they shall earn fifteen (15) sick days per calendar year thereafter.

- B. Employees shall be entitled to receive blanket approval for leaving his/her place of recuperation while on sick leave for 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 Employee's physician indicating that the period of recuperation is in excess of five (5) days.
- C. Upon retirement from service with the Borough and provided the employee is qualified for and approved for benefits by the Public Employees' Retirement System or the Police and Firemen's Retirement System under the Service Deferred, Special, Early, Mandatory, Ordinary Disability or Accidental Disability Retirement programs of either system, the accumulated sick leave of employees hired after January 1, 2010 will be capped at the maximum of Fifteen Thousand Dollars (\$15,000), except as noted in Section 4D below.

- D. As of January 1, 2014, members of the bargaining unit shall have their sick leave pay capped in accordance with the following provisions:
1. All current employees hired prior to January 1, 2010 who have no more than Fifteen Thousand Dollars (\$15,000.00) of accumulated sick leave days (based on the current formula of fifty percent (50%) of the first ninety (90) days and eighty-three point thirty-three percent (83.33%) of the next ninety (90) days on the books as of January 1, 2014, shall be capped at Fifteen Thousand Dollars (\$15,000.00). The value of the days shall be based on the daily rate the employee had on January 1, 2014.
 2. All employees hired prior to January 1, 2010 who have more than Fifteen Thousand Dollars (\$15,000.00) of accumulated sick leave days on the books (based on the current formula of fifty percent (50%) for the first ninety (90) days and eighty-three point thirty three percent (83.33%) of the next ninety (90) days as of January 1, 2014 shall be capped at the exact dollar figure that they had on the books on January 1, 2014, and in the event their accumulated sick pay drops below the dollar figure they had on the books on January 1, 2014, they shall be able to accumulate up to the dollar figure they had on the books on January 1, 2014. The value of the days shall be based on the employee's daily rate on January 1, 2014.
 3. All employees hired on or after January 1, 2010 and through December 31, 2013 shall have a Fifteen Thousand Dollars (\$15,000.00) cap on the payment of accumulated sick leave days upon retirement based on the current formula of fifty percent (50%) for the first ninety (90) days and eighty-three point thirty-three percent (83.33%) of the next ninety (90) days, at the employee's daily rate on January 1, 2014.
 4. Any employee hired on or after January 1, 2014 shall have a Seven Thousand Five Hundred Dollar (\$7,500.00) cap on the payment of accumulated sick leave days upon retirement based on the current formula of fifty percent (50%) for the first ninety (90) days and eighty-three point thirty-three percent (83.33%) of the next ninety (90) based on the employee's daily rate for the employee's position on January 1, 2014 or the January 1st in the year hired.

Section 5. Personal Leave

An Employee shall receive eight point forty (8.40) hours or one (1) shift of personal leave in the event he/she 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, in writing, for approval to the Chief or 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. A minimum of seventy-two (72) hours' notice shall be given to the Chief to plan for staffing purposes.

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. The president, delegate, or alternate delegate shall have the option to forgo his entitled leave from the state or national convention and supplement said leave to attend additional union seminars or educational classes, provided the requesting union representative properly notifies the Chief, and the individual adheres to said provisions in the following Subsection C. below.
- C. Pursuant to N.J.S.A. 40A:14-177, a leave of absence with pay shall be given to employees who are duly authorized representatives of an employee organization defined as a "representative" in subsection e. of section 3 of

P.L.1941, c.100 (C.34:13A-3) and affiliated with the Professional Fire Fighters Association of New Jersey to attend any State or national convention of the 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, except that no less than two and no more than ten (10) authorized representatives shall be entitled to such leave, unless more than ten (10) authorized representatives are permitted such a leave of absence pursuant to a collective bargaining agreement negotiated by the employer and the representatives of the employee organization, and for employee organizations with more than 5,000 members, a maximum of twenty-five (25) authorized representatives shall be entitled to such leave. The leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention, provided that such leave shall be for no more than seven (7) days. A certificate of attendance at the convention shall, upon request, be submitted by the representative(s) so attending.

- D. The Union President and/or Delegate shall be granted a leave of absence with pay to attend the funeral in the event of a line of duty death of a New Jersey Firefighter, provided the president and delegate are not on the same shift. In that case, only one (1) will allowed to have off and the other will be responsible to find coverage or take their own time.

ARTICLE XII

COMPENSATORY TIME

Section 1. Credits

- A. Firefighters and Uniformed EMTs 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, eight point forty (8.40) hours or one (1) shift of compensatory time off shall be credited.
- B. No compensatory time credit shall be granted or earned for any occasion a Firefighter or Uniformed EMT 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 or is held over on duty for one (1) hour or less, and such Firefighter or Uniformed EMT shall be paid overtime. Firefighters and Uniformed EMT(s) who arrive at headquarters or respond to the scene of a general alarm more than thirty (30) minutes prior to the start of his scheduled duty or are held over more than one (1) hour beyond their shifts or tours shall be compensated with a comp time point. Firefighters and Uniformed EMT(s)

held over beyond their shifts or tours for EMS incidents shall be compensated overtime exclusively, regardless of the amount of time worked. Additionally, firefighters and Uniformed EMT(s) shall be compensated at their overtime rate for all time involved with reports and documentations, as well as their entry into department records.

- C. Said limitation on compensatory time credits per paragraph "B" above, are applicable only as long as the early exchange provision in Article X, Section 2 remains in effect.
- D. Firefighters shall be allowed to use comp time, vacation or personal leave during the time that another individual is on terminal leave.
- E. Firefighters shall have the option at the end of the year to request to be paid for compensatory time earned. Request is to be submitted by October 15 and not to exceed one hundred (100) hours.
- F. Each compensatory time off request must be submitted for approval to the Chief or his/her 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 twenty-one (21) days prior to the requested date. 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.

When the requested day off is for a Saturday or Sunday only, the request must be filed no later than 12:00 noon on the Friday preceding and approved or denied no later than 1800 hours on that day.

- G. Compensatory time shall be approved, 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.
- H. The staff fire inspector shall be compensated for being held over beyond his regular duty hours of 0800-1800. The compensation shall be defined as follows:

Compensation between the hours of 1800 and 1830 shall be at the Staff Fire Inspectors overtime rate. Compensation beyond 1830 hours shall consist of one (1) comp point. This shall include holdovers for both fire and EMS Incidents. Holdover compensation for department staffing purposes shall be the Staff Fire Inspector's overtime rate, regardless of time worked beyond 1800.

- I. In regard to reimbursement for training time when off duty, firefighters or uniformed EMTs will be reimbursed one (1) hour of compensatory time for every one (1) hour earned based on the training class contract hours, if their time is pre-approved by the Fire Chief.

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, that 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

- A. Any compensatory time off by a Firefighter or Uniformed EMT, 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 or Uniformed EMT during his term of service with the Department, same shall be due to him/her upon his/her termination of such employment, at the rate of pay he/she is receiving on the date of termination. Said compensation shall be paid at the option of the Firefighter or Uniformed EMT 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 or Uniformed EMT is taking time off. Said option shall be exercised by written notification to the Chief in the following manner:
 - B. 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.
 - C. 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.
 - D. In the event election is not timely made as hereinabove set forth, the Borough may make payment for compensatory time off in regular pay increments

following date of termination extended over the number of compensatory days off standing to the credit of the Firefighter or Uniformed EMT.

- E. In the event of death of a Firefighter or Uniformed EMT, any payment otherwise due under this Section shall be paid to his/her 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) calendar 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) calendar 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) calendar days of the Chief's decision.
- b. The Administrator shall decide the grievance, in writing, and within ten (10) calendar 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) calendar days after the Administrator's decision; and, (2) within ten (10) calendar days of the notification, filing with the Public Employment Relations Commission (PERC) 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 shift of duty shall be entitled to one (1) hour of overtime for each such shift he/she works. An Acting Officer called in on his/her day off to attend an Officer's Meeting shall receive the employee's overtime rate for the duration of the Meeting and one (1) hour Acting Officer pay. 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's pay, provided he/she 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, including online programs, shall be reimbursed one hundred (100%) percent 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.

- c. The Firefighter provides proper notice of intent to the Chief. This shall be defined as notification through department memorandums by the end of November of the year prior to attendance. This memorandum shall include the institution, the anticipated cost, the number of classes and or credits, as well as the name of the specific courses.

Section 3. Discipline

No Firefighter or Uniformed EMT 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. However, should there be no statutory right of appeal to a 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 and Uniformed EMTs. 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 or Uniformed EMT is called to an "investigatory meeting" from which he can reasonably expect to receive discipline, the Firefighter or Uniformed EMT has a right to have Union representation present if he/she so desires. In addition, the Firefighter or Uniformed EMT 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 and all revisions thereto shall be given to the Union President or 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 (6th) 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, equals 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.

Section 9. Layoffs

If the Borough chooses to layoff members of this bargaining unit, the layoffs shall be done in reverse seniority of hire. If the Borough chooses to hire Firefighters or Uniformed EMTs, the Borough shall recall the laid off employees in order of seniority. Recalled firefighters and Uniformed EMTs will be brought back to work at the salary and benefits level, at the time of layoff, unless otherwise provided by law.

Section 10. Training Leave

If a Firefighter or Uniformed EMT attends training overnight outside of Somerset or the surrounding counties, the Firefighter or Uniformed EMT shall be entitled to a Fifty (\$50.00) Dollar per diem meal allowance, which, upon return, shall be subject to providing receipts and related materials.

ARTICLE XV

UNION DUES

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. 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 or Uniformed EMT 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 XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Firefighter/Uniformed EMT, member or group of Firefighters/Uniformed EMTs 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.

ARTICLE XIX

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 its 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 Title 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 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, 2022 and shall continue through December 31, 2024.

IN WITNESS WHEREOF, the parties have set their hands and seals this 12 day of December 2022.

BOROUGH OF NORTH PLAINFIELD

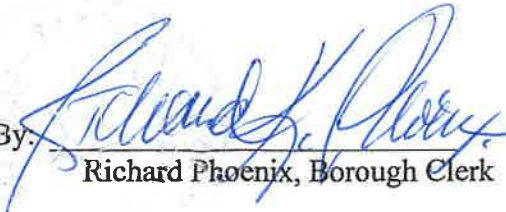
NORTH PLAINFIELD
PROFESSIONAL
FIREFIGHTERS ASSOCIATION,
IAFF LOCAL 2958

By: 
Lawrence LaRonde, Mayor

By: 
Shane J Bell, President
Local 2958
12/7/2022

ATTEST:

ATTEST:

By: 
Richard Phoenix, Borough Clerk

By:  VP 2958
ALLEN MICHAEL SMITH 12/7/2022

MEMORANDUM OF AGREEMENT

BETWEEN THE BOROUGH OF NORTH PLAINFIELD AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2958

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as ("MEMORANDUM")), by and between the BOROUGH OF NORTH PLAINFIELD, a municipal corporation of the State of New Jersey (hereinafter referred to as the "BOROUGH") and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2958 (hereinafter referred to as "UNION"), made and entered into on this _____ day of _____, 2022 (mutually referred to as "Parties").

WHEREAS, the Parties above have engaged in negotiations in good faith in an effect to arrive at a successor agreement to contract that expired on December 31, 2021; and,

WHEREAS, the Parties have arrived at a tentative successor agreement.

NOW, THEREFORE, and in consideration of the mutual covenant contained herein, the parties hereinabove referred by stipulated and agree as follows:

1. The provisions of the Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend the Memorandum of Agreement for ratification by their respective constituencies.
3. A copy of the Memorandum of Agreement has been furnished to representatives of the Borough and the Union.
4. All proposals not covered herein made by either party during the course of negotiations have been deemed withdrawn.
5. All provisions of the prior Agreement shall be carried forward and incorporated herein, except as hereinafter provided.
6. Unless otherwise notified, all dates involving the duration of the Agreement shall be conformed to the duration of the proposed negotiated Agreement.
7. Unless otherwise notified, all changes shall be prospective from the signing of the new collective bargaining agreement.
8. Duration: January 1, 2022 through December 31, 2024.
9. Article IV (Salaries) (p.7)
 - A. Salary Guide for Firefighters Hired on or Before December 31, 2010, effective January 1, 2022.

	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>
Class A	\$111,351	\$113,578	\$115,850	\$118,167

B. Salary Guide for Firefighters Hired on or After January 1, 2011, effective January 1, 2022.

	<u>2021</u>	<u>2022*</u>	<u>2023</u>	<u>2024</u>
Class A	\$111,351	\$113,578	\$115,850	\$118,167
Class B	\$97,607	\$99,559	\$101,550	\$103,581
Class C	\$83,866	\$85,543	\$87,254	\$88,999
Class D	\$70,123	\$71,525	\$72,956	\$74,415
Class E	\$56,382	\$57,510	\$58,660	\$59,833
Class F	\$49,420	\$50,408	\$51,416	\$52,444
Probationary	\$35,497	\$43,308	\$44,174	\$45,057

* In order to be eligible for the 2022 increase retroactively, where applicable, bargaining unit members must be on the Borough's active payroll as of August 1, 2022.

C. Salary Guide for Uniformed EMTs, effective January 1, 2022 (as explained below in Section 3(c).

	<u>2021</u>	<u>8/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
Class A	\$49,919	\$65,000	\$65,000	\$65,000
Class B	\$46,494	\$60,000	\$60,000	\$60,000
Class C	\$43,069	\$55,000	\$55,000	\$55,000
Class D	\$39,644	\$50,000	\$50,000	\$50,000
Class E**	\$36,219	N/A	N/A	N/A
Probationary	\$32,794	\$45,000	\$45,000	\$45,000

** Class E will no longer exist as of August 1, 2022. The bargaining unit members in that Class will receive a base salary as per the Class D step.

D. Section 3(c) shall now read:

A. Members on the salary guide shall be placed as follows:

- (1) Probationary will make \$45,000 base salary on August 1, 2022;
- (2) Class D will make \$50,000 base salary on August 1, 2022;
- (3) Class A EMTs, on August 1, 2022, shall become Class C EMTs under the new salary guide and shall make \$55,000 base salary on August 1, 2022.

B. Includes year 2022 and thereafter, any employee hired into the bargaining unit will be hired at the Probationary step and move through the salary guide on their anniversary date only.

C. Any Uniformed EMT who is full time and on the Borough's payroll on August 1, 2022 shall move as follows in the guide:

(1) Each member shall move one (1) class on January 1, 2023 only.

(2) Each member shall move one (1) class on their anniversary date in 2024.

E. The Parties agree to discuss possible further changes to the Salary Guide for Uniformed EMTs after January 1, 2023 with at least ninety (90) calendar days written notice to the other party seeking such discussions.

F. Increase the Shift Fire Inspection from \$1,500 to \$2,000 less all applicable deductions retroactive to January 1, 2022. (§5)

G. "Elevation", as referred to in §5, as to either or both positions, shall be by the written recommendation of the Fire Chief to the Mayor, who shall be the ultimate determiner as to "elevation".

H. Increase the EMS certificate stipend in §9B from \$500 to \$1,000, less all applicable deductions, effective January 1, 2022.

I. Add the following language to the end of §10:

"If the Borough shall hire a full time staff EMT to work a daytime schedule, that full time staff EMT shall work four (4) ten (10) hour days and their annual stipend for said positions shall be \$4,000, less all applicable deductions."

10. Article VIII (Vacations) (p.14)

A. Revise the second (2nd) sentence of §3 as follows:

"For all Firefighters and/or Uniformed EMTs who were hired prior to May 21, 2010 and they were unable to take said accumulated vacation time in the succeeding year due to a transfer or similar action ordered by the Borough, then the Firefighter or Uniformed EMT shall be compensation in cash for said days."

B. Add a new third (3rd) sentence to §3 as follows:

"Any Firefighter or Uniformed EMT hired on or after May 21, 2010 shall not be eligible for the provisions of this Section as to compensation of same."

C. Revise Section 5 as follows:

"Any member, due to business necessity only, may make a written request to carryover all or part of their vacation leave from one (1) calendar year to the next succeeding calendar year, subject to approval by the Fire Chief. Those holdover days must be used in the next succeeding year as they cannot be carried over again."

11. Article X (Leaves of Absence) (p.17)
 - A. Requests for exchanges of tours under §1(A) must be in writing and approved by the Fire Chief.
 - B. Effective January 1, 2023, the number of days allotted for family sick leave out of the total annual sick leave allotment shall be increased to ten (10) or up to five (5) twenty four (24) hour tours.
 - C. Personal leave requests in §5 shall be in writing.

12. Article XI (Union Bonuses Leave) (p.21)

Change the cite in §2(c) to N.J.S.A. 40A:14-177.

13. Article XIII (Grievance Procedures) (p.25)


All days referenced in this Article shall be calendar.

14. Article XV (Union Dues and Payroll Deductions) (p.28)
 - A. Delete the phrase "AND PAYROLL DEDUCTIONS" from the Article title.
 - B. Delete §2 in its entirety.


ATTEST:


 Dated: 26 September 2022


BOROUGH OF NORTH PLAINFIELD


 LAWRENCE LARONDE, MAYOR
 Dated: Sept. 26, 2022

ATTEST:


 Shire = Bell (president)

INTERNATIONAL ASSOCIATION OF
 FIREFIGHTERS, LOCAL 2958


 ALLEN-MICHAEL SMITH (VICE PRESIDENT)

Dated: 9/23/22

Dated: 9/23/22

RESOLUTION NO. 12-12-22-05

BOROUGH OF NORTH PLAINFIELD
COUNTY OF SOMERSET
STATE OF NEW JERSEY

A RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF NORTH PLAINFIELD AND THE NORTH PLAINFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL NO. 2958

WHEREAS, the collective bargaining agreement between the Borough of North Plainfield, a municipal corporation of the State of New Jersey, having an address at 263 Somerset Street, North Plainfield, New Jersey 07060 (hereinafter referred to as the "Borough") and the North Plainfield Professional Firefighters Association, IAFF Local No. 2958 (hereinafter referred to as the "Union") expired on December 31, 2021; and,

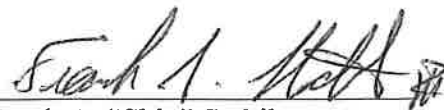
WHEREAS, the Borough and the Union have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor collective bargaining agreement; and,

WHEREAS, the Borough and the Union have agreed upon the terms of a successor collective bargaining agreement for the term January 1, 2022 through December 31, 2024, the terms of which are set forth in the collective bargaining agreement, a copy of which is on file in the Office of the Borough Clerk, the terms of which are incorporated herein and made a part hereof; and,

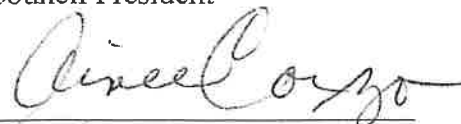
WHEREAS, the Borough wishes to memorialize its approval of the collective bargaining agreement; and,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of North Plainfield that the collective bargaining agreement between the Borough and the Union for the term of January 1, 2022 through December 31, 2024 be and hereby is approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to execute the collective bargaining agreement and take all appropriate actions so as to implement this Resolution, with no further actions to be taken by the Borough Council.



Frank A. "Skip" Stabile
Council President




Council Member

Introduced: December 12, 2022
Adopted: December 12, 2022

CERTIFICATION

I, Richard, K. Phoenix, Municipal Clerk of the Borough of North Plainfield, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Borough Council at a regular meeting of the Borough Council held on December 12, 2022.


Richard K. Phoenix, R.M.C.
Borough Clerk, Borough of North Plainfield

Date signed: December 2022