

AGREEMENT BETWEEN

The
BOROUGH OF NORTH PLAINFIELD

AND

The
**NORTH PLAINFIELD PROFESSIONAL FIRE OFFICERS
ASSOCIATION**

IAFF LOCAL 2983

January 1, 2022 - December 31, 2024

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ARTICLE I

PURPOSE OF AGREEMENT

Section 1. Recognition

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

Section 2. Workforce Improvement

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

Section 3. Officer Ranks

The Association is the exclusive representative for all fire officers employed by the Borough below the rank of Chief. This includes, but is not limited to, the ranks of Deputy Chief, Captain/Platoon Commander and Lieutenant. Each of these ranks are covered by this Agreement. Any Fire Department personnel serving in a supervisory position, as an "acting" or regular assignment, and any rank created by the Department above Firefighter with the exception of Chief of the Department and being compensated by a set annual stipend shall be deemed to be a Fire Officer represented by the Association and covered by this Agreement. Unless the salary for such rank or position is already addressed in this Agreement, it shall be negotiated with the North Plainfield Fire Officers Association. If the parties reach impasse, the impasse shall be resolved through interest arbitration.

Section 4. Workforce Reduction

Any reduction in workforce in the Association negotiations unit shall be by chain-of-command from the lowest rank (demoted first (1st) by seniority in rank) to the highest (also by seniority in rank). Thus, for example, if a reduction in force is necessary, the Borough shall first demote those officers in the rank of Lieutenant thereby eliminating that rank.

Should a Captain/Platoon Commander position be vacated through attrition or otherwise, it shall be filled with a Captain/Platoon Commander. The Borough shall not assign the duties of a vacant Captain/Platoon Commander position to a Lieutenant on a permanent basis. However, the Borough may assign a Lieutenant to fill a temporary vacancy in an acting capacity as provided for in this Agreement.

Section 5. Staff Officer Responsibilities

Staff Officers holding the rank of Captain or higher may be permanently assigned to administrative assignments while remaining available to respond to any emergency the Department is called upon to mitigate.

- A Staff Officer shall not be assigned in place of a Line Officer.
- Only a Staff Officer holding the rank of Captain or higher may be assigned as the Fire Official.
- Only a Staff Officer holding the rank of Captain or higher may be assigned as the Fire EMS Supervisor.

Section 6. Line Officer Responsibilities

Line Officers holding the rank of Captain shall be permanently assigned as a Platoon Commander and shall be responsible for supervision of the Platoon personnel on duty during his/her assigned hours of work as defined in Article III. Section 1, Line Officers.

A permanently assigned Captain/Platoon Commander may be assigned by the Chief of the Department areas of responsibility to facilitate the efficient operation of the Department provided that the scope of responsibility does not exceed the hours of work as defined in Article III. Section 1, Line Officers, without compensation as detailed in Article IV. Section 4, Overtime.

- Only an Officer holding rank of Captain/Platoon Commander or higher may be assigned as a Fire Training Officer.
- Captain/Platoon Commanders shall not drive fire apparatus, except when they are the only qualified personnel available at the time of voluntary off-duty responses or for maintenance related reasons.

Where a Captain/Platoon Commander vacancy exists as a result of retirement, termination, disability, or to other reason and the Borough fails to promote, the Lieutenant assigned in the absence of the Captain/Platoon Commander shall be compensated at the Captain/Platoon Commander rate of pay in accordance with the salary guide herein. Assignments of out-of-title work shall be made at the discretion of the Fire Chief, or his designee, with the approval of the Borough Administrator and shall be made in order of rank on the current promotional list provided the employee has the skill and ability to perform the assignment.

ARTICLE II

PARTIES BOUND

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

ARTICLE III

HOURS OF WORK

Section 1. Line Officers "24/72" Work Schedule

The work schedule for Line Officers only, pursuant to Section 1, is a "24/72" work schedule in accordance with the following terms:

- a. For Line Officers 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. Tours shall commence at 800 hours.
- b. For purposes of pay for holidays provided at Article VI, Section 1, a holiday shall be valued at eight point forty (8.40) hours.
- c. For purposes of vacation allowance provided in Article XI, workday shall either be a ten (10) hour day tour or a fourteen (14) hour night tour, with two (2) vacation days for one (1) twenty-four (24) hour tour.
- d. For purposes of funeral leave benefit provided in Article XII, Section 3, a day shall either be a ten (10) hour day tour or a fourteen (14) hour night tour, with two (2) funeral leave days for one (1) twenty-four (24) hour tour.
- e. For purposes of sick leave benefit provided at Article XII, Section 4, a day shall either be a ten (10) hour day tour or a fourteen (14) hour night tour, with two (2) sick leave days for one (1) twenty-four (24) hour tour.
- f. For purposes of the personal leave benefit provided in Article XII, Section 5, a day shall either be a ten (10) hour day tour or a fourteen (14) hour night tour.
- g. For purposes of compensatory time benefit provided at Article XIV, a day of compensatory time shall either be a ten (10) hour day tour or a fourteen (14) hour night tour, with two (2) compensatory leave days for one (1) twenty-four (24) hour tour.

Section 2A. Staff Officers

The Staff Officer holding the rank of Deputy Chief shall work a forty (40) hour workweek consisting of:

1. Four (4) ten (10) hour days falling between Monday and Friday inclusive. Hours shall be from 8:00 A.M. to 6:00 P.M. Compensation calculations for Staff Officers shall be based on a total of two thousand eighty (2,080) hours annually; or,
2. Five (5) eight (8) hour days falling between Monday and Friday inclusive. Hours shall

be from 8:00 A.M. to 4:00 P.M. Compensation calculations for Staff Officers shall be based on a total of two thousand eighty (2,080) hours annually.

3. In January of each calendar year of this Agreement, the Deputy Chief shall be assigned by the Chief of the Department to work the schedule in either §2(a)(1) or §2(a)(2) above, which shall remain in effect for the entire year commencing no later than January 31st of each calendar year of this Agreement.

Section 3.

Nothing contained in this Agreement shall be construed to impair the authority of the Fire Chief or other officials having charge or control of the Department of Fire Prevention and Protection, in case of emergency or shortage of personnel, from summoning or keeping on duty any and all members of the Department of Fire Prevention and Protection during the period of emergency or shortage of personnel.

Section 4.

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

ARTICLE IV

SALARY

ANNUAL BASE SALARY RATE

Section 1

A. DEPUTY CHIEF

1/1/2022 - 12/31/2022	\$147,651.43
1/1/2023 - 12/31/2023	\$150,604.43
1/1/2024 - 12/31/2024	\$153,616.52

B. CAPTAINS/ PLATOON COMMANDERS

1/1/2022 - 12/31/2022	\$130,614.70
1/1/2023 - 12/31/2023	\$133,226.99
1/1/2024 - 12/31/2024	\$135,891.52

C. LIEUTENANTS

1/1/2022 - 12/31/2022	\$120,960.57
1/1/2023 - 12/31/2023	\$123,379.78
1/1/2024 - 12/31/2024	\$125,847.38

D. The salaries set forth above, for retroactivity purposes, shall apply to any bargaining unit member on the active Borough payroll as of July 10, 2023, except for Captain Richard Connelly, who was the only fire officer to have already retired during this contract period and will be entitled to retroactivity and the applicable payments as to retroactivity for the period of January 1, 2022 through June 30, 2022 only.

E. Rank Differentials:

1. The salary differential between the ranks of Lieutenant and Firefighter/EMT shall be six and one-half (6.50%) percent.
2. The salary differential between the ranks of Captain/Platoon Commander and top step Firefighter/EMT shall be fifteen (15%) percent.
3. The salary differential between the ranks of Deputy Chief and top step Firefighter/EMT shall be thirty (30%) percent.
4. If any new ranks are created, a minimum of a ten (10%) percent differential shall be maintained between the new rank and the next lowest rank. However, if a rank is created below the rank of Lieutenant, the six and one-half (6.50%) percent differential above Firefighter/EMT shall be applied to the new rank and the Lieutenant's rank shall be ten (10%) percent above the new rank, and the higher ranks will be adjusted accordingly.

Section 2. Acting Assignments

Officers shall only perform if given an acting assignment in writing or verbally by the Chief to a position for which a higher rate of pay is established for the regular holder of said position and in which position a vacancy exists, then said Acting Officer shall be compensated at the higher rate of pay for said position from the effective date of said written or verbal acting assignment. A Captain serving as Administrative Officer or Operations Officer shall be paid an annual base salary equivalent to the Captain's base salary plus fifty (50%) percent of the salary difference between the Captain's base salary and the Deputy Chief's base salary on a permanent basis. Salary step increases shall commence on the anniversary date of said Acting Assignment.

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

Section 3. Fire Official Base Salary

An Officer serving as Fire Official will be paid an annual salary based upon the actual rank and years in grade plus Five Thousand Dollars (\$5,000.00) per year, less all applicable deductions, retroactive to January 1, 2022. The additional compensation for Fire Official shall be incorporated into salary for pension purposes and payable in regular by-weekly pay days. An Officer assigned as Fire Official shall receive the stipend on a pro-rated basis if the Officer performs the said duties for less than a full year.

Section 4. Overtime

Overtime worked by an Officer, except in those instances for which compensatory time off credits are earned pursuant to Article XIV, Section 1 shall be compensated by payment to the Officer 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 Officer's regular pay for each overtime hour worked. Overtime occurring when an Officer is not scheduled for duty as the Platoon Commander shall be filled by an Officer first. When an Officer is not available for said overtime duty, it may be filled by an Acting Officer.

Section 5. Call-in Time

Effective March 1, 2018, all employees who are called into work which is not contiguous to the employee's work shift shall be compensated for three (3) hours at time and one-half (1½) pay. The three (3) hour minimum shall not apply to staff meetings of two (2) hours or less, which will be paid at a minimum of two (2) hours at time and one and one-half (1½) pay. The Borough reserves the right to work the employee for the full call-in period.

Section 6. Court Time

- a. Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Officer covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury Proceeding, or other courts or administrative bodies, pursuant to his duties as an Officer.
- b. All such required court time shall be considered as overtime and shall be compensated at the overtime rate only if said required court time is not during the employee's normal work hours.
- c. When an Officer covered under this Agreement shall be required to travel to and from any of the courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which an Officer is entitled. Provided however that such travel time shall be computed between the Borough's fire headquarters and the pertinent court or administrative body.
- d. The amount of overtime to which an Officer may be entitled under this Article shall be the actual time required, including waiting time in the court or administrative body, but in no event shall an Officer receive less than two (2) hours pay at the overtime rate for

such appearances.

Section 7. Fire Training Officer's Base Salary

An Officer serving as a Fire Training Officer will be paid annual salary based upon the actual rank and years in grade plus a Two Thousand Five Hundred Dollars (\$2,500.00), less all applicable deductions, per year stipend, retroactive to January 1, 2022. The additional compensation for Fire Training Officer shall be incorporated into salary for pension purposes and payable in regular by-weekly pay days. An Officer assigned as Fire Training Officer shall receive the base salary plus stipend on a pro-rated basis if the Officer performs the said duties for less than a full year.

Section 8. Fire EMS Supervisory Base Salary

An Officer serving as Fire EMS Supervisor will be paid an annual salary based upon the actual rank and years in grade plus a Two Thousand Five Hundred Dollars (\$2,500.00), less all applicable deductions, per year stipend, retroactive to January 1, 2022. The additional compensation for Fire EMS Supervisor shall be incorporated into salary for pension purposes mid payable in regular bi-weekly pay days. An Officer assigned as Fire EMS Supervisor shall receive the base salary plus stipend on a pro-rated basis if the Officer performs the said duties for less than a full year.

Section 9. EMS Stipend

All Fire Officers who hold a valid EMS certification shall receive a Five Hundred Dollars (\$500.00) stipend added to their base pay.

Section 10. Deputy Chief's Vehicle

The Deputy Fire Chief shall be entitled to the use of a municipal vehicle under the conditions set forth below:

- a. The Deputy Fire Chief is subject to the motor vehicle laws of the State of New Jersey (or any other state law if the vehicle is being operated outside the State of New Jersey) while operating a municipal vehicle.
- b. The Deputy Fire Chief shall be subject to the criminal and civil statutes of the State of New Jersey (or any other state law if the vehicle is being operated outside the State of New Jersey) while operating a municipal vehicle.
- c. The Deputy Fire Chief shall not use the municipal vehicle outside the State of New Jersey unless the Deputy Fire Chief is on authorized Borough business.
- d. The Deputy Fire Chief shall not consume an alcohol beverage prior to and/or during the use of the municipal vehicle.

- e. The Deputy Fire Chief shall only use the municipal vehicle within the State of New Jersey, except traveling to and from the Deputy Fire Chief's house when on call and available to respond to a call and then only within the State of New Jersey, except as set forth in 9C above.
- f. The Deputy Fire Chief shall report any damage to the vehicle to the Borough Administrator, the Fire Chief and/or their designees within twenty-four (24) hours after the damage occurred and/or the accident that any have caused such.
- g. The Deputy Fire Chief shall report any injuries to himself/passengers to the Borough Administrator, the Fire Chief and/or their designees within twenty-four (24) hours after the accident.
- h. The Deputy Fire Chief shall use the municipal vehicle. At the Fire Chief's sole discretion, the vehicle may also be used by any member of the Fire Officer's unit.
- i. Reports required by law will be filed by the jurisdiction in which the accident occurred, with a copy to the Borough Administrator and the Fire Chief.
- j. If an accident occurs, an appropriate in-house Borough report will also be filed and/or a memorandum submitted to the Borough Administrator and the Fire Chief detailing the occurrence.
- k. The Borough shall cause any vehicle used by the Deputy Fire Chief to be properly maintained by a Borough designated purveyor to insure safe and reliable use of said vehicle.
- l. It shall be the Deputy Fire Chief and the Borough's joint responsibility to insure that the vehicle is properly registered, insured and inspected.

ARTICLE V

LONGEVITY

Section 1.

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

- a. Employees hired before January 1, 1995:
 - 1. Two percent (2%) of base salary for five (5) or more years of service in the employ of the Borough.
 - 2. An additional two percent (2%) of base salary of ten (10) or more years of service in the employ of the Borough.

3. An additional two percent (2%) of base salary for fifteen (15) or more years of service in the employ of the Borough.

b. Employees hired on or after January 1, 1995:

Six percent (6%) of base salary for fifteen (15) or more years of service in the employ of the Borough.

Section 2.

- a. A Fire Officer, whose anniversary date falls between January 1st and June 30th inclusive, will receive increase in longevity retroactive to January 1st of the year in which the Fire Officer moves to the next step on the longevity benefit guide. A Fire Officer, 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 Fire Officer moves to the next step in the longevity benefit guide.
- b. Longevity pay for all bargaining unit members shall be incorporated into base salary for pension purposes.

ARTICLE VI

PAID HOLIDAYS

Section 1. Payment

- a. In lieu of receiving days off for holidays, each Officer shall receive payment therefore equivalent to a minimum of fifteen (15) days per year, effective January 1, 2022. Holiday pay shall be calculated by using the Officer's anniversary date. The holidays listed below apply only to the provisions of §2 below.

The holidays shall be:

- | | |
|--|-------------------------------|
| 1. New Year's Day | 9. Labor Day |
| 2. Martin Luther King's Birthday | 10. Columbus Day |
| 3. Presidents Day | 11. General Election Day |
| 4. Good Friday | 12. Veterans' Day |
| 5. Easter Sunday | 13. Thanksgiving Day |
| 6. Memorial Day | 14. Friday after Thanksgiving |
| 7. Juneteenth (only 2023 and 2024) <i>Entire</i> | 15. Christmas Day |
| 8. Independence Day | |

- b. Holiday pay for all bargaining unit members shall be incorporated into base salary for pension purposes.

Section 2. Duties on Holidays

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

ARTICLE VII

PENSION BENEFIT

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

ARTICLE VIII

UNIFORMS AND UNIFORM MAINTENANCE

Section 1. Purchase of Uniforms

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

Section 2. Uniform Maintenance Allowance

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

ANNUAL AMOUNTS

<u>2022</u>	<u>2023</u>	<u>2024</u>
\$775.00	\$775.00	\$775.00

- b. The annual amount is payable by separate check to the Officer in the second (2nd) pay period of January, less all applicable deductions.

Section 3. Street Dress

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

ARTICLE IX

INSURANCE

Section 1.

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

Section 2.

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

Section 3.

Each employee may voluntarily elect, effective July 1, 1999, to reduce the medical and/or dental insurance directly provided by the Borough for the employee and/or his family in order to avoid dual coverage by the Borough and the employee's spouse's employer. The employee has the option to reduce his number of persons covered (i.e. from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elected or elects to reduce and/or waive the coverage provided by the Borough, the Borough may implement a change in the foregoing benefit so that 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 Dollars (\$5,000.00) 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, provide certification of spousal insurance coverage. The employee may return to previous coverage status by providing the Borough at least ninety (90) calendar days written notice prior to the open enrollment period to the Borough Administrator requesting upgraded coverage. The same process holds for the reduction of coverage status.

Section 4.

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

EDUCATION

Section 1. Reimbursement of Expenses

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

Section 2. Attendance at Education Courses

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

ARTICLE XI

VACATION

Section 1.

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

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

Section 2.

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

Example: An employee who commences his tenth (10th) year of service on July 1 would be entitled to twenty and one half (20½) vacation days, representing seventeen (17) vacation days plus one half (1/2) of the additional days for that calendar year.

Example: An employee who commences his tenth (10th) year of service on October 1 would be entitled to nineteen (19) vacation days, representing seventeen (17) vacation days plus one quarter (1/4) of the additional vacation days for that calendar year.

Section 3.

If an Officer does not take all or part of his vacation during one (1) calendar year, all or

part of the same, as the case may be, shall be accumulated into the next succeeding year and the Officer shall be entitled to the same, provided the taking of said time does not interfere with other vacation schedules in said year, as modified below. For all Officers who were hired prior to May 21, 2010 and that were unable to take said accumulated vacation leave time in the succeeding year due to a transfer or similar action ordered by the Borough, then the Officer shall be compensated in cash for said days. Any Officer hired on or after May 21, 2010 shall not be eligible for the provisions of this Section as to compensation for same. Any Officer, due to business necessity only (which is defined as the rejection by the Fire Chief of two (2) or more vacation requests in a calendar year), may make a written request to carry over all or part of their unused vacation leave from one (1) calendar year to the next succeeding calendar year, subject to written approval by the Fire Chief. These carryover vacation days must be used in the next succeeding year as they can not be carried over. Business necessity shall include conversion ("swapping back") into training time.

Section 4.

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

Section 5.

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

- a. Where more than one (1) member of a platoon may be on approved leave at the same time; a line officer retains preference and may elect to be off the second leave on a given date; utilizing any earned paid-time off available to the Officer at the time, before a subordinates leave is approved.
 - a. Captain shall have first (1st) pick of the date.
 - b. Lieutenant shall have second (2nd) pick of the date.
 - c. Occurrences shall be limited only by existing Department policy.

Section 6.

Effective January 1, 2018, an Officer may, but need not, take vacation days to which he is entitled singly. Each single-day vacation request must be submitted for approval to the Chief or his designee no later than seventy-two (72) hours in advance. However, short notice requests will be considered on a case-by-case basis. Anything to the contrary contained herein notwithstanding, when there is a three (3) day holiday/weekend and the requested day off is the day immediately following the holiday/weekend, the request must be filed no later than 12:00 noon on the day preceding the holiday/weekend. Vacation selections consisting of a twenty-four (24) hour shift shall be considered a tour of duty, not two (2) single days.

Section 7.

Irrespective of the provisions of this Article, the provisions of this Agreement as to vacation calculation and related matters set forth in Article III shall prevail while the 24/72 schedule shall

prevail.

Section 8.

The employee's daily rate of pay shall be used when calculating accumulated and eligible vacation leave upon separation/retirement. Daily rate shall be defined to include the employee's base pay, longevity pay (if applicable), holiday pay (if applicable) and EMT stipend (if applicable).

ARTICLE XII

LEAVE

Section 1. Early Exchange

- a. A Line Officer shall be granted early exchange leave with pay for a period up to sixty (60) minutes prior to the end of his shift on any day that he is able to secure the oncoming Line Officer to work in his place.
- b. No such exchange shall be made within five (5) minutes immediately prior to the end of a shift.
- c. In lieu of early relief, Staff Officers shall have the option of beginning and completing their normal workday up to one (1) hour earlier.

Section 2. Exchange of Duty

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

Section 3. Funeral Leave

- a. An Officer shall receive four (4) days (two (2) twenty-four (24) hour shifts) leave in the event of a death within the immediate family, which shall be construed to include father, mother, grandmother, grandfather, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, spouse, child and grandchild. Said leave shall commence on the day of death or the day of funeral of the immediate family member at the option of the employee.
- b. Bargaining unit members shall be entitled to one (1) twenty-four (24) hour tour of

funeral leave to attend the funeral or viewing of family members not specified above. This shall be allowed provided the funeral or viewing occurs on the actual day the bargaining unit member is scheduled to work.

Section 4. Sick Leave

- A. Leaves of absence. Fire Officers shall be governed by the applicable provisions of Title 40A of the New Jersey Statutes. Fire Officers shall be entitled to fifteen (15) sick days. For Fire Officers 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 Fire Officers on Platoon, one twenty-four (24) hour tour shall consist of two (2) sick days used out of the five (5) allotted days.

When a new employee 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. 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 Police and Firemen's Retirement System under the Service, Deferred, Special, Early, Mandatory, Ordinary Disability or Accidental Disability Retirement programs of either system, such employee shall be entitled to pay calculated under the formula set forth in §4C below.
- C. 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 that 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 that 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 1 in the year hired.
- D. Any Officer shall be entitled to receive a blanket approval for leaving his place of recuperation while on sick leave in excess of five (5) days, provided, however, that such approval shall not be granted until the Chief is supplied with a note from the Officer's physician indicating that the period of recuperation is in excess of five (5) days.
- E. An employee, on job related disability, receiving his normal compensation and who, in addition, qualifies for payment under Worker's Compensation and/or Temporary Disability laws shall, during the period he receives such benefits, be entitled only to that portion of his regular pay that, when added to either the Worker's Compensation payments or Temporary Disability payments, or both, equals his normal pay. No employee, while receiving such payments, shall receive more than full salary he would have received at the time of the injury/leave.
- F. The taking of family sick leave shall be used for the sole purpose of providing care to the sick family member while at home or while hospitalized.

Section 5. Personal Leave

An Officer shall receive one (1) day of personal leave in the event he did not utilize any sick leave time in the preceding calendar year or the Officer shall be granted one (1) day personal leave for their specific attendance and participation at an approved preventative health screening recognized by the Department at their choosing. The personal day must be utilized in the year in which credit is received and shall not be accumulable. Each personal day leave request must be submitted to the Fire 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. Submission of a leave request must be in writing.

Section 6.

Irrespective of the provisions of this Article, the provisions of this Agreement as to leave calculation and related matters set forth in Article III shall prevail while the 24/72 schedule remains in effect.

Section 7.

The employee's daily rate of pay shall be used when calculating accumulated and eligible sick leave upon separation/retirement. Daily rate shall be defined to include the employee's base pay, longevity pay (if applicable), holiday pay (if applicable) and EMT stipend (if applicable).

ARTICLE XIII

BUSINESS LEAVE

Section 1. Representation for Negotiation and Grievances

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

Section 2. State and International Meetings

- a. The Borough grants the Association President or delegate leave from duty, with pay, to attend the annual convention of the Professional Firefighters Association of New Jersey (PFANJ) and the International Association of Firefighters (IAFF), pursuant to N.J.S.A. 40A:14-177, when such conventions occur on the President's or delegate's scheduled duty shifts. Any approved member attending a Union convention shall be given reasonable time off for travel to and from the convention. The dates of the conventions shall not be available for leaves of any type except sick leave by any member of the Association on the same platoon. The Chief may not deny permission to attend such conventions unless the affected party provides less than four (4) weeks written notice of such to the Chief.
- b. The Borough grants the Association President or delegate leave from duty, with pay, to attend not more than twelve (12) membership meetings per year of the Professional Firefighters Association of New Jersey and a total of four (4) days from duty, with pay, for seminars of the Professional Firefighters Association of New Jersey and the International Association of Firefighters, when such meetings or seminars occur during the President's or delegate's scheduled duty shifts. Notification shall be made to the Chief at least one (1) week prior to the use of this leave.

ARTICLE XIV

COMPENSATORY TIME

Section 1. Compensatory Time Credits

- a. Officers voluntarily responding while off duty to a general alarm, or called into duty, or held over on duty because of a fire or primarily fire related emergency shall be granted one (1) credit for each such occasion regardless of the time worked. For every three (3) credits so accumulated, one (1) day compensatory time off shall be credited.
- b. No compensatory time credit shall be granted or earned for any occasion an Officer arrives at headquarters or responds to the scene of a general alarm thirty (30) minutes or less prior to the start of his scheduled duty, regardless of the time of the alarm.
- c. No compensatory time credit shall be granted or earned for any occasion an Officer is held over on duty for a fire or primarily fire related emergency for thirty (30) minutes or less.
- d. Hold over for an EMS incident shall be compensated at the Officer's overtime rate for the first thirty (30) minutes or less. A hold over greater than thirty (30) minutes shall be compensated with one (1) compensatory time point.
- e. Officers who off-duty attend training or seminars where Continuing Education Units are earned towards certification or recertification of any license, endorsement or certification required of the Officer for the position held or areas of responsibility as assigned by the Department shall receive hour-for-hour Compensatory Time Credit reimbursement for contact hours of education, if their training time is preapproved by the Chief.

Section 2. Administration of Program

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

Section 3. Use of Compensatory Time

- a. Each Compensatory time off request must be submitted for approval to the Chief or his designee no earlier than thirty (30) days nor later than seventy-two (72) hours in advance and shall be approved or denied within twenty-four (24) hours of submittal or 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, the request must be filed no later than 12:00 noon and approved or denied no later than eighteen hundred (1800) hours the day preceding the holiday/weekend.

- b. Compensatory time off shall not be denied except for the following occurrences:
 - 1. Vacation leave has been requested or approved for another member of the platoon.
 - 2. Prior training leave has been approved for another member of the platoon.
 - 3. Extended sick leave or injury leave requiring five (5) or more consecutive days off from duty by another member of the platoon.

Section 4. Vesting of Compensatory Time

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

Section 5. Cash Payment Option

All compensatory time accumulated prior to November 1, 1982 (pursuant to Section 1.) shall be redeemed only through compensatory time off as heretofore provided. Beginning November 1, 1982, Officers shall have the option of either vesting their compensatory time off or receiving cash payment for same. This payment shall be made on the last pay date in November of the year upon written notification to the Administrator prior to October 15th of said year. The

maximum yearly payout shall not normally exceed one hundred (100) hours of compensatory time. The Borough may grant at their sole discretion any additional cash payout for emergency requests.

Section 6.

Irrespective of the provisions of this Article, the provisions of this Agreement as to compensatory time calculation and related matters, where applicable, set forth in Article III shall prevail while the 24/72 schedule remains in effect.

Section 7.

The employee's daily rate of pay shall be used when calculating accumulated and eligible compensatory time leave upon separation/retirement. Daily rate shall be defined to include the employee's base pay, longevity pay (if applicable), holiday pay (if applicable), EMT stipend (if applicable) and any and/or all other stipends granted under this collective bargaining agreement (if applicable).

ARTICLE XV

GRIEVANCE PROCEDURE

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

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

Step One

- a. All grievances shall be submitted in writing to the Chief of the Department of Fire Prevention and Protection within thirty (30) calendar days following the occurrence of the matter aggrieved. The grievance document shall include the date, time, location and circumstances surrounding the matter aggrieved; the Article and Section of the Agreement allegedly violated, when applicable; and, the remedy sought by the Association.
- b. Whenever possible, the Chief shall meet with the grievant to discuss the subject in an effort to resolve the dispute.
- c. The Chief of the Department of Fire Prevention and Protection shall decide the grievance, in writing, and within fourteen (14) calendar days deliver a copy of this decision to the Union Grievance Committee.

Step Two

- a. If the Association is dissatisfied with the Chief's decision, a written appeal may be made to the Administrator within fourteen (14) calendar days of the Chief's decision.
- b. The Administrator shall decide the grievance, in writing, and within twenty-one (21) calendar days deliver a copy of his decision to the Union Grievance Committee.

Step Three

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

ARTICLE XVI

MISCELLANEOUS

Section 1. Personnel Record Review

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

Section 2. Safety and Health Committee

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

Section 3. Discipline

No bargaining unit member 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.A.C. 40A:14-19 et. seq. Should, however, there be no statutory right of appeal to a court in any such proceeding, then the grievance procedure shall apply.

Section 4. Rights During Investigations

When a bargaining unit member is called to an "investigatory meeting" from which he/she can reasonably expect to receive discipline, the bargaining unit member has a right to have Union representation present if he/she so desires. In addition, the bargaining unit member 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.

ARTICLE XVII

NPPFSOA DUES DEDUCTIONS

Section 1.

In accordance with N.J.S.A. 52:14-15.9e, the Borough agrees to deduct from the salaries of members of the Department of Fire Prevention and Protection represented by the Association, dues for membership in the Association, provided the member files an appropriate written authorization with the Borough. The deductions will be made monthly.

The dues so deducted will be transmitted to the Association Treasurer. The Association shall certify to the appropriate Borough Official in writing the current rate of membership dues.

Section 2.

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

Section 3.

The Association 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 Association under this Article.

ARTICLE XVIII

RETENTION OF BENEFITS

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

ARTICLE XIX

DEATH BENEFIT

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

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

ARTICLE XX

MANAGEMENT RIGHTS

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

ARTICLE XXI

SEPARABILITY AND SAVINGS

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

ARTICLE XXII

EFFECTIVE PERIOD

This Agreement, unless specifically provided to the contrary in certain sections hereof, is retroactive and effective as of January 1, 2022 and shall remain in full force and effect through December 31, 2024.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of _____ 2023.

BOROUGH OF NORTH PLAINFIELD

NORTH PLAINFIELD PROFESSIONAL
FIRE OFFICERS ASSOCIATION

By: Lawrence LaRonde
Lawrence LaRonde, Mayor

By: [Signature]
, President

ATTEST

By: Michele Garry
Michele Garry Acting Borough Clerk

By: Dannul
, Secretary

MEMORANDUM OF AGREEMENT

BETWEEN THE BOROUGH OF NORTH PLAINFIELD AND INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS LOCAL 2983

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 2983 (hereinafter referred to as "UNION"), made and entered into on this _____ day of _____, 2023 (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 (Salary) (p.4)

A. The Parties agree to the following base salary guide for the ranks covered under this Agreement as follows:

(1) Deputy Fire Chief

1/1/2022 – 12/31/2022 - \$147,651.43

	1/1/2023 – 12/31/2023	-	\$150,604.43
	1/1/2024 – 12/31/2024	-	\$153,616.52
(2)	<u>Captains/Platoon Commanders</u>		
	1/1/2022 – 12/31/2022	-	\$130,614.70
	1/1/2023 – 12/31/2023	-	\$133,226.99
	1/1/2024 – 12/31/2024	-	\$135,891.52
(3)	<u>Lieutenants</u>		
	1/1/2022 – 12/31/2022	-	\$120,960.57
	1/1/2023 – 12/31/2023	-	\$123,379.78
	1/1/2024 – 12/31/2024	-	\$125,847.38

The salaries above shall apply, for retroactivity purposes, to any bargaining unit member on the active Borough payroll as of the final execution date by both parties of this Memorandum of Agreement, except for Captain Richard Connolly, who was the only fire officer to have already retired during this contract period and will be entitled to retroactivity and the applicable payments as to retroactivity for the period of January 1, 2022 through June 30, 2022 only. Upon the Borough's payment of all retroactive salary payments to Fire Officers for 2022, the Union will withdraw its arbitration submission in PERC Docket No. AR-2023-398, as settled.

B. In Section 1(b), change the rank differentials as follows:

(1) In Section 1(b)(1) from 4.25% to 6.5%.

(2) In Section 1(b)(2), revise as follows:

“The salary differential between the rank of Captain/Platoon Commander and top step Firefighter/EMT shall be fifteen (15%) percent.”

(3) In Section 1(b)(3), revise as follows:

“The salary differential between the rank of Deputy Chief and top step Firefighter/EMT shall be thirty (30%) percent.”

(4) Revise the last sentence of Section 1(b)(4) as follows:

“However, if the rank is created below the rank of Lieutenant, the six and one half (6.5%) percent differential above Firefighter/EMT shall be applied to the new rank and the Lieutenant's new rank shall be ten (10%) percent above the new rank.”

C. Revise the second (2nd) sentence of Section 2 as follows:

“A Captain serving as Administrative Officer or Operations Officer on a permanent basis shall be paid an annual base salary equivalent to the Captain’s base salary plus fifty (50%) percent of the salary difference between the Captain’s base salary and the Deputy Chief’s base salary.”

- D. As to Section 3, increase the Fire Official Base Salary stipend from \$4,000.00 to \$5,000.00, less all applicable deductions, retroactive to January 1, 2022.
- E. As to Section 6, the provisions of Section (6)(b) shall only apply if such court time is not during the employee’s normal work hours.
- F. As to Section 7, increase the Fire Training Officer’s Base Salary stipend from \$1,500.00 to \$2,500.00, less all applicable deductions, retroactive to January 1, 2022.
- G. As to Section 8, increase the Fire EMS Supervisory Base Salary stipend from \$1,500.00 to \$2,500.00, less all applicable deductions, retroactive to January 1, 2022.

10. Article VI (Paid Holidays) (p. 9)

Revise Section 1a as follows:

“a. In lieu of receiveing days off for holidays, each Officer shall receive payment therefore equivalent to a minimum of fifteen (15) days per year. Holiday pay shall be calculated by using the Officer’s anniversary date. The holidays listed below apply only to the provisions of §2 below.

- | | |
|----------------------------------|-------------------------------|
| 1. New Year’s Day | 8. Independence Day |
| 2. Martin Luther King’s Birthday | 9. Labor Day |
| 3. Presidents Day | 10. Columbus Day |
| 4. Good Friday | 11. General Election Day |
| 5. Easter Sunday | 12. Veteran’s Day |
| 6. Memorial Day | 13. Thanksgiving Day |
| 7. Juneteenth | 14. Friday after Thanksgiving |
| 15. Christmas Day” | |

11. Article VIII (Uniform and Uniform Maintenance) (p.10)

Add the phrase “less all applicable deductions” to the end of Section 2(b).

12. Article X (Education) (p.12)

The approval in Section 2 as to the Fire Chief must be in writing.

13. Article XI (Vacation) (p.12)

A. Revise the second (2nd) sentence in Section 3 as follows:

“For all Officers who were hired prior to May 21, 2010 and that 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 Officers shall be compensated in cash for said days.”

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

“Any officer hired on or after May 21, 2010 shall not be eligible for the provisions of this Section as to compensation for same.”

C. Add the following language to the end of Section 3 as follows:

“Any officer, due to business necessity only (which is defined as the rejection by the Fire Chief of two (2) or more vacation requests in a calendar year), may make a written request to carry over all or part of their unused vacation leave from one (1) calendar year to the next succeeding calendar year, subject to written approval of the Fire Chief. Those carryover vacation days must be used in the next succeeding year as they cannot be carried over.”

14. Article XII (Leave) (p.14)

Delete Section 5 and replace as follows:

“An Officer shall receive one (1) day of personal leave in the event he did not utilize any sick leave time in the preceding calendar year or the Officer shall be granted one (1) day personal leave for their attendance and participation at an approved preventative health screening recognized by the Department at their choosing. The personal day must be utilized in the year in which the credit is received and shall not be accumulable. Each personal day leave request must be submitted to the Fire 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 the day preceding the holiday/weekend. Submission of leave request must be in writing.

15. Article XV (Grievance Procedure) (p. 20)

- A. The days in Step One, Section a. shall be calendar.
- B. Change the days in Step One, Section c. to fourteen (14) calendar days.
- C. Change the days in Step Two, Section a. to fourteen (14) calendar days.
- D. Change the days in Step Three, Section b. to twenty-one (21) calendar days.

16. Article XVII (NPPFSOA Dues and Deductions and Payroll Deduction) (p. 22)
- A. Delete the phrase "AND PAYROLL DEDUCTIONS" from the Article title.
 - B. Delete Section 3 in its entirety.

ATTEST:

Michelle Joly-Samy
 Dated: July 10, 2023

BOROUGH OF NORTH PLAINFIELD

Lawrence Laronde
 LAWRENCE LARONDE, MAYOR
 Dated: July 10, 2023

ATTEST:

Stephanie Sherwood
 STEPHANIE SHERWOOD, NOTARY

INTERNATIONAL ASSOCIATION OF
 FIREFIGHTERS, LOCAL 2983

Thomas P. McDonald Jr.
 Thomas P. McDonald Jr., President
Daniel B. Lawson
 Daniel B. Lawson, Secretary

Dated: 6/23/2023

Dated: June 23, 2023

STEPHANIE J. SHERWOOD
 ID No. 50018999
 NOTARY PUBLIC OF NEW JERSEY
 EXPIRES: 07/10/2025



RESOLUTION NO. 07-10-23-07

BOROUGH OF NORTH PLAINFIELD
COUNTY OF SOMERSET
STATE OF NEW JERSEY

RESOLUTION AUTHORIZING MAYOR AND ACTING
BOROUGH CLERK TO EXECUTE A MEMORANDUM OF
AGREEMENT AND SUBSEQUENT COLLECTIVE
BARGAINING AGREEMENT WITH IAFF LOCAL 2983

WHEREAS, the Borough of North Plainfield ("Borough") has been in negotiations with IAFF Local 2983 for a new collective bargaining agreement; and,

WHEREAS, the Borough and IAFF Local 2983 have reached a tentative agreement which has been reduced to a Memorandum of Agreement (MOA) and ratified by IAFF Local 2983 and awaits ratification by the Borough (a copy of the MOA is attached).

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of North Plainfield, County of Somerset, State of New Jersey that the Borough approves the proposed MOA and that the Mayor and the Acting Borough Clerk of the Borough of North Plainfield are hereby authorized to execute the MOA between IAFF Local 2983 and the Borough, on behalf of the Borough, as well as being authorized to execute a collective bargaining agreement between the Borough and IAFF Local 2983, once IAFF Local 2983 executes same and the Borough Attorney is satisfied with and authorizes its execution by officials of the Borough.

Dated: July 10, 2023

By: Frank A. "Skip" Stabile
Frank A. "Skip" Stabile
Council President

Dated: July 10, 2023

Jerry Schapiro
Council Member

CERTIFICATION

By my signature below, I, Michele Irby Garry, in the position of Acting Borough Clerk of the Borough of North Plainfield, do hereby certify that this Resolution was adopted at a regular meeting of the Borough Council of the Borough of North Plainfield held on July 10, 2023.

By: Michele Irby Garry
Michele Irby Garry
Acting Borough Clerk
Borough of North Plainfield

Date signed: July 10, 2023