

YEAR 2007, 2008, 2009, 2010, 2011

CONTRACT BETWEEN

THE CITY OF NORTHFIELD

AND

NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION

LOCAL UNION # 2364

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO, CLC



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## PREAMBLE

THIS AGREEMENT entered into this 12 day of DECEMBER, 2007 by and between the City of Northfield, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter referred to as the City and the Northfield Professional Fire Fighters Association, Local Union #2364 IAFF AFL-CIO, CLC, hereinafter referred to as the Union, represents the complete and final understanding on all bargainable issues between the City and the Union, hereinafter collectively referred to as the Parties.



## ARTICLE ONE

### Recognition and Purpose

1.1 This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.) of the State of New Jersey. The Parties agree that the City is engaged in furnishing an essential public service which vitally affects the health, safety, comfort and welfare of the residents of the City of Northfield and further agree that the responsibility of furnishing continuous and uninterrupted service to the public is a mutual responsibility of Union employees and City management and requires the peaceful, expeditious and orderly adjustment of differences which may, from time to time, arise between Union employees and the City. The parties hereto desire and agree to cooperate in stabilizing their labor relations by establishing standards for wages and certain conditions of employment and to promote and ensure harmonious relations, cooperation and understanding between the City and the Union to provide for the resolution of grievances in order that the service to the public shall be expedited and effectuated in the best interests of the people of the City of Northfield.

1.2 The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the bargaining unit, consisting of the entire uniformed career fire personnel within the City's Fire Department with exception of the Assistant Chief (career).

1.3 The City and the Union agree that the Union has the right to negotiate as to the terms and conditions of employment in accordance with the Law.



## ARTICLE TWO

### Grievance Procedure

2.1 The City recognizes the rights of the career fire fighters of the City of Northfield as members of the Union to bargain collectively through representatives of their own choosing and recognizes the Union as the sole and exclusive representative and bargaining agent for the bargaining unit covered by this Agreement consisting of all the uniformed career fire personnel within the Fire Department of the City of Northfield, excluding the Assistant Chief (career) of the department and any other Management personnel whose positions may hereafter be filled or which may hereafter be created.

2.2 The City and the Union agree that the Union has the right to negotiate in accordance with the law as to rates of pay, fringe benefits, working conditions, and procedures for adjustment of disputes and grievances as provided herein. The Union and the collective bargaining employees agree that the City, subject to the requirements of law, has the right to manage and direct the collective bargaining work force inclusive of but not limited to the right to hire and the right to discipline or discharge subject to the applicable provisions of this Agreement, the right to decide employee qualifications; the right to lay off for lack of work, budgetary restraints or other lawful reasons the right to discontinue jobs; the right to make rules and regulations governing conduct and safety; the right to determine reasonable schedules consistent with the applicable provisions of the Federal Fair Labor Standards Act and any other applicable rule or regulations, and the right to determine the methods and processes of operation in the interest of the proper service and conduct of its business. The right of governing discipline or discharge and the right to make rules and regulations governing conduct and safety shall include, but not be limited to the right to take appropriate disciplinary action against any employee using alcoholic beverages, controlled dangerous substances or hallucinogenic drugs, while using City property or equipment, or during working hours. Nothing contained in this Agreement shall, however, limit the Union's right to invoke the provisions of Article 3 of this Agreement in the event of the unreasonable exercise by the City of the rights set forth within this Article or any other right available to the City.



2.3 **Definition - Grievance**, as the term is used herein, means any dispute or controversy between the Parties or members thereof arising out of interpretations of or adherence to the specific terms of this Agreement or any city policy or administrative determination which, by action or inaction violates any express right granted by this Agreement.

2.4 **Initial Endeavor To Settle** – Should any question or grievance arise between the parties hereto involving the interpretation of or compliance with the terms of this Agreement, the Parties agree that every effort shall be made to settle the grievance in the most simple and direct manner. This should be through direct contact between: (1) the Union employee, his Union president, and his immediate supervisor; or (2) by the direct contact between the Union employee, the Union president, the immediate supervisor and the department head. Reasonable efforts shall be made to resolve the issue at this level before proceeding to a formal grievance.

2.5 **Formal Grievance** - The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

2.6 **STEP 1** – The aggrieved or the Union shall institute action under the provision hereof within ten (10) days after the aggrieved would be reasonably be expected to know of its occurrence by presenting the grievance, in writing to the Assistant Chief (career) or his designated representative. The written grievance shall contain the relevant facts, the article of the contract violated, and the remedy requested by the grievant. The Assistant Chief (career) or his designated representative will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance.

2.7 **STEP 2** – If the Union wishes to appeal the decision of the Assistant Chief (career), such appeal shall be presented in writing, to the City Administrator or his designee within (5) working days thereafter. The City Administrator or his designee shall conduct a hearing with the Union within ten (10) working days and then shall thereafter respond, in writing, within ten (10) working days after such hearing.

2.8 **STEP 3** – If the Union is not satisfied with the disposition of a contractual grievance by the City Administrator or his designee, the contractual grievance may be submitted by the Union to



binding arbitration within thirty (30) days after the expiration of STEP 2.

**2.9** Nothing in this Agreement shall be intended to compel the Union to submit a grievance to arbitration. The Union's decision to submit the grievance to arbitration shall be based on the considered merit and viability of the contractual grievance.

**2.10** The Arbitrator shall be selected by a panel of arbitrators provided by the Public Employment Relations Commission, in accordance with the Commission's rules.

**2.11** The Employer and the Union shall meet in an attempt to stipulate facts and issue(s) for the Arbitrator's consideration.

**2.12** The arbitrator shall not have the power or authority to add to, subtract from or modify the provisions of this Agreement and shall confine his/her decision solely to the interpretation and application of this Agreement. He/she shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted. The arbitrator shall not submit observations or declarations of opinions which are not essential in reaching the determination.

**2.13** The cost of the arbitration shall be borne equally by both parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the cost.

**2.14** The arbitrator shall, upon being selected, commence a hearing at a time and a place convenient to the parties as soon as possible. The arbitrator shall issue his/her written decision within thirty (30) calendar days of the close of the hearing.

**2.15** The cost of the transcript of the arbitration proceeding, if any, shall be borne by the party requesting such transcript. If both parties desire a transcript, the cost shall be shared equally.

**2.16** The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall be binding upon the parties

**2.17** If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits from processing the grievance at any step in the grievance procedure.





**2.18** Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled according to the last response given.

**2.15** The City and the Union further agree to give reasonable consideration to request of either party for meetings to discuss grievance pending at any step.



## ARTICLE THREE

### **Employment Representation**

3.1 The Union must notify the City as to the names of stewards and accredited representatives. Not more than one (1) steward and alternate shall be designated. Designated agents of the Union, who are not employees of the City , may be permitted to visit employees during working hours, at their work stations, for the purpose of discussing Union representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the City's work by such agents and providing prior notification has been provided to the City Administrator no later than the workday preceding the proposed meeting.



## ARTICLE FOUR

### **Non-Discrimination**

4.1 The City and the Union both agree that there will be no discrimination by reason of sex, creed, race, or national origin as far as employment is concerned or as far as any opportunities for improvement or jobs, or as a condition of employment. The City further agrees that it will not interfere with nor discriminate against employees because of membership or activities in or on behalf of the Union, nor will the City encourage membership in any other association or union or do anything to interfere with the representation of the Union as the majority representative and the exclusive bargaining agent for all the uniformed career fire fighters with the exception of the Assistant Chief (career).



## ARTICLE FIVE

### **Bulletin Boards / Union Storage Space**

5.1 The City shall allow the use of the bulletin boards located in the fire department by the Union for the posting of notices concerning lawful Union information business and activities.

5.2 The City shall allow the Union to maintain a reasonable amount of Union storage space for clerical records within the fire station. This space is to allow for files, books, records and items as reasonably needed by the Union. This space can be in the form of a closet, locker, or space for a locking filing cabinet as determined by the City.



## ARTICLE SIX

### A. Management's Rights

**6.A.1** The City retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, and as may hereafter be conferred by the Laws of the State of New Jersey and the United States, including, by way of illustration, but not by way of limitation, the following rights:

- (a) The executive management and administrative control of the City government, all of its properties and facilities, and the activities of its employees;
- (b) Hiring and firing of all employees in accordance with the limitations of law;
- (c) Appeals shall be subject to grievance procedures;
- (d) Determination of qualifications for employment and conditions for continued employment or assignment;
- (e) To promote, transfer, demote or terminate employees;
- (f) To lay off and/or to discontinue jobs;
- (g) To maintain efficiency of its operations;
- (h) To determine the methods, means, processes and personnel by which its operations are to be conducted;
- (i) To make rules and regulations governing conduct and safety;
- (j) To schedule hours of work;
- (k) To establish pay periods through ordinance;
- (l) To take all disciplinary action inclusive of but not limited to suspension or discharge;
- (m) To take all necessary action to provide necessary service to the public during emergencies and emergency situations;
- (n) To exercise complete control and discretion over the organization of the city, its departments and employees and the technology of performing the work of the City and departments. The exercise of any power, right, authority or responsibility of the City, regardless of whether specifically hereinbefore enumerated and the adoption of policies, rules, regulations and practices in the implementation thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express written terms of this Agreement and conformity with the Constitution and Laws of the State of New Jersey and of the United States.



**6.A.2** The Parties agree that the Assistant Chief (career) and other officers shall exercise their supervisory duties faithfully, irrespective of the fact that they have or may have maintained affiliation in the Union.

## **B Employee's Rights**

**6.B.1** Employee shall be permitted to see their personnel file upon written request to the Assistant Fire Chief (career) or his designee. Employee may attach a rebuttal to any report or material found in their file, which has been placed there since their last review.

**6.B.2** An employee who is retiring with at least 25 years of service to the City of Northfield shall be entitled to take possession of their department issued fire helmet (and all parts of) without cost to the employee at time of retirement.



## ARTICLE SEVEN

### Holidays

**7.1** All employees covered herein shall receive a total of fourteen (14) holidays, and any other day or half day that is provided by the Mayor and City Council and or City Administrator to other City municipal employees. Twelve (12) holidays shall be paid at the rate of straight time at the daily rate established elsewhere in this Agreement and be payable on the last payday in the month of November. Two (2) holidays will be credited for use as time off on any shift and the use of one (1) holiday day is equal to being off one (1) scheduled shift.

**7.2** Any employee working less than a full year shall receive a pro-rata share of the holidays.

**7.3** No employee shall be eligible to receive any holiday benefits under this Article if he resigns from employment of the City or if he is discharged prior to completion of one continuous year of employment with the City and no employee shall be authorized to take holiday time off during the first year of continuous service with the City.

**7.4** Employee shall provide a 3-day advance notice of request to use a holiday credited for use as time off.



## ARTICLE EIGHT

### Leaves

#### A. Sick Leave

**8.A.1** All permanent full-time employees covered by this Agreement shall, after one year of continuous service with the City, be paid wages at the regular rate of pay while absent from their employment because of illness up to a maximum of fifteen (15) days during a calendar year. In the event that the first anniversary of employment falls on other than the first day of a calendar year, the number of sick days during the calendar year in which the anniversary date falls shall be prorated by dividing fifteen by the number of months between the month of the anniversary date and the month of December. That shall be the maximum number of compensable sick days to which the employee shall be entitled during that calendar year. The use of one (1) sick day is equal to being off one (1) scheduled shift.

**8.A.2** In the event that an employee terminates employment, the employee is entitled to sick leave allowance for the current year prorated upon the number of months worked in the calendar year in which the termination becomes effective. If a greater amount of sick leave has already been taken, the employee shall be charged back for the excess leave. The City reserves the right to take appropriate action to recover monies uncollected. In the event an employee owes the City money for time credited, taken, but not actually earned, the City reserves the right to withhold from the employee's pay, the monies to be paid to the City as reimbursement as a result of owed time. Where an employee is no longer in the employ of the City, the City reserves the right to apply all or part of the employee's wages from the employee's last paycheck to the reimbursement of owed time.

**8.A.3** An employee who shall be absent on sick leave for three (3) or more consecutive workdays shall be required to submit acceptable medical evidence substantiating the illness for himself or an immediate family member. The City may require proof of illness of an employee on sick leave notwithstanding the limitation in the preceding sentence, whenever it is reasonably suspected that the employee is abusing sick leave. Abuse of sick leave shall be cause for disciplinary action. The





medical evidence shall indicate the nature of the illness, the extent to which it incapacitated the employee, the diagnosis and the prognosis for recovery, all in the form of a physician's certification. In the event of any questions concerning the above entitlement, the City may require the employee to be examined by the City's physician, at the City's expense.

**8.A.4** Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such a purpose. Full time employees with twenty-five (25) years of service with the City of Northfield shall, upon legal retirement, be compensated for unused sick leave as set forth below. However, an employee separated from service of the City of Northfield for cause arising from disciplinary action shall not be entitled to compensation for accumulated sick leave. Upon legal retirement with twenty-five (25) years of PFRS pension credit with the City of Northfield or a disability retirement, an employee having a minimum accumulation of 150 unused sick days shall be eligible for reimbursement for 75 unused sick days and 15% of any remaining unused sick days based upon rate of pay at time of retirement. (Example: an employee retires with 200 unused sick days accumulated. The employee would be paid for 75 days plus 15% of the remaining 125 days for a total of 93.75 days). If an employee does not have a minimum accumulation of 150 days of sick leave, they will only be compensated for any days accumulated at one half (1/2) the employee's regular pay. (Example: an employee with 70 unused sick days at retirement will receive pay for 35 days). Employees shall provide notification to the City of Northfield by November 1 of the year immediately proceeding the year in which they maybe eligible to or expect to retire. Failure to provide such notice in the event of retirement will delay such payment until the calendar year following the year of retirement. In no event, can Employees hired after the execution date of this agreement, accumulate more than 225 unused sick days.

**8.A.5** The estate of any employee who dies and has completed twenty-five (25) years of service with the City of Northfield shall be entitled to payment of the accumulated sick leave of the deceased employee at the rate of pay last earned by the employee before their death in accordance with the preceding paragraph.



**8.A.6** Injury, illness or bodily harm arising out of and in the course of employee's employment with the City shall be treated in accordance with the provisions of the Workers' Compensation Statute of the State of New Jersey (Title 15 of the New Jersey Statutes). Where an employee covered under this Agreement suffers a work connected injury or disability, the employer shall continue such employee at full pay, during the continuance of such employee's inability to work for up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the employer.

**8.A.7** Any employee who shall be absent from his employment for reasons of illness shall notify or shall have employee's supervisor notified prior to the employee's starting time. Failure to do so shall be a basis for disciplinary action. Any absence without notice for three (3) consecutive days shall constitute a resignation by the employee and shall be so treated by the City.

**8.A.8** Where practical, an employee returning to employment from sick leave shall exercise reasonable best efforts to notify the City of his intended return at least four (4) hours in advance of the scheduled commencement of his shift.

**8.A.9** In the event an employee shall be caused to take sick leave as a result of exposure to a contagious disease, a certificate from the Department of Health shall be required prior to the employee's return to employment with the City.

**8.A.10** Prior to return to employment, the City shall have the right to require an employee who has been absent because of personal illness, whether or not job related, to be examined at the expense of the City, by a physician designated by the City, as a precondition to the employee's return to duty. Such examination shall be for the purpose of determining whether the employee is capable of performing his normal duty and that his return will not jeopardize the health and welfare of the employee or that of any other employees or the public generally.

**8.A.11** All personnel shall be provided annually with notice of their accumulated sick leave.

**8.A.12 Partial Leave From Duty** – It is agreed that when an employee reports to work, and is forced because of illness to leave work, he/she shall be charged for all hours away from work on an hour for hour basis.



**8.A.13** In case of death, in the line of duty, the city shall pay one hundred percent (100%) of the employee's accumulated sick time, and unused vacation time to the employee's beneficiaries. This payment shall be paid upon certification of available funds.

## **B. Funeral Leave**

**8.B.1** A special leave of absence with pay to a maximum of four (4) days shall be granted to any member of the department in the case of a death within his immediate family. The term "Immediate Family" shall include father, mother, father-in-law, mother-in-law, grandparents, sister, brother, spouse, child, and foster child and step-child of an employee, and relatives residing within his household. The special leave period shall commence immediately following the death of such person, and is for the sole purpose of arranging and attending funeral services; such special leave may be extended with or without pay at the discretion of the City Administrator. The above shall not constitute sick leave and shall not be deducted from annual leave. In addition, one (1) day shall be granted for the death of any other relative and shall be charged to accumulated sick leave.

**8.B.2** Any compensable funeral leave as provided herein shall not constitute "sick leave" and shall not be deducted from annual sick leave.

## **C. Union Business Leave**

**8.C.1** Executive delegates and the President of the Union shall be granted leave from duty, without loss of pay, for all meetings and conventions of the Union's State Association, provided the delegates give not less than five (5) days advance notice to the Assistant Chief (career) in order to permit the Assistant Chief (career) to secure a replacement fire fighter to work in the delegate's place.

**8.C.2** Time off, without loss of pay, shall be granted at regular rates of pay or through compensatory time off, for attendance at meetings held in accordance with grievance procedures and outlined in this Agreement or for attendance of any meetings for any purpose called at the request of the City.



## **D. Miscellaneous**

**8.D.1** Time off from work without loss of pay shall be granted to any employee at regular pay for appearing in court as a witness in cases where the City is involved.

**8.D.2** Any time off without loss of pay pursuant to the sections of this Article shall be through paid compensation or through compensable time, at the option of the City.

## **E. Limitations on Leaves**

**8.E.1** No leave of absence or combination of leaves of absence for any cause whatsoever shall exceed one (1) year. Any Employee absent in excess of that time shall be automatically separated from the department at the first anniversary date from the date such absence began. Such employees shall be notified by "certified mail" at least fourteen (14) days prior to such termination, and shall be entitled to all separation compensation lawfully due to him. All leaves must be approved by the Assistant Chief (career).

## **F. Family Leave**

**8.F.1** Family Medical Leaves of Absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the New Jersey Family Leave Act: (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the City of Northfield, which shall be consistent with the above statutes and this Agreement. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the City will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, personal leave, vacation and all other administrative leave concurrent with the approved leave. Employees will also be required to take FMLA and NJFLA leaves



concurrently when possible under the statutes. The City retains all rights to require proper certification from a health care provider pursuant to all applicable laws.



## ARTICLE NINE

### Vacations

**9.1** For the purpose of this Article, the term continuous service shall mean the aggregate of the time during which an employee actually worked for the City and received wages for his services commencing from the time an employee is first employed by the City or in the event of interruption in continuous service, from the date the employee is re-employed after the interruption of continuous service. In the event an employee's prior service with the City shall have been in a different position or department, the employee shall receive credit in the calculation for the time previously served as long as there has been no interruption of employment.

**9.2** An employee who has been continuously in the service of the City for:

- (a)** Beginning of second through end of the fifth year (both inclusive) shall be entitled to 1.08 days per month (13 days per Year)
- (b)** Beginning of sixth through end of the tenth year (both inclusive) shall be entitled to 1.33 days per month (16 days per Year)
- (c)** Beginning of eleventh through end of fifteenth year (both inclusive) shall be entitled to 1.58 days per month (19 days per Year)
- (d)** Beginning of sixteenth through end of nineteenth year (both inclusive) shall Be entitled to 1.83 days per month (22 days per Year)
- (e)** Beginning of twentieth through end of twenty-fifth year (both inclusive) shall be entitled to 2.08 days per month (25 days per Year)
- (f)** Beginning of twenty-sixth year and each year thereafter shall be entitled to 2.25 days per month. (27 days per Year)

**9.3** Vacation scheduling shall be arranged in a manner satisfying the request of employees whenever possible and practicable so long as the requests are received by the City two (2) weeks in advance to allow the City time to adequately provide and plan for same and provided further, however, that requests of those employees with greater seniority shall be honored over requests of employee's of less seniority and provided further that between employees of like seniority the requests shall be honored according to the chronological order of receipt of same by the City. No carry-over



vacation may be allowed except as provided in the applicable ordinance of the City of Northfield. All vacation shall otherwise be taken during the calendar year. The use of one (1) vacation day is equal to being off one (1) scheduled shift.

**9.4** No employee shall be eligible to receive any vacation benefits under this Article if he resigns from the employment of the City or if he is discharged prior to completion of one continuous year of employment with the City and no employee shall be authorized to take vacation during the first year of continuous service with the City.

**9.5** In the event that an employee terminates employment, the employee is entitled to vacation leave allowance for the current year prorated upon the number of months worked in the calendar year in which the termination becomes effective. If a greater amount of vacation leave has already been taken, the employee shall be charged back for the excess leave. The City reserves the right to take appropriate action to recover monies uncollected. In the event an employee owes the City money for time credited, taken, but not actually earned, the City reserves the right to withhold from the employee's pay, the monies to be paid to the City as reimbursement as a result of owed time. Where an employee is no longer in the employ of the City, the City reserves the right to apply all or part of the employee's wages from the employee's last paycheck to the reimbursement of owed time.

**9.6** All employees covered by this agreement shall have the option not to use up to five (5) vacation days per calendar year to which they are entitled with the agreement that the City "buy back" those days at the employees daily rate of pay. The Employee shall notify the Assistant Chief (career), in writing, of his intention by November 15th. It is further agreed that the vacation "buy back" shall be paid in one lump sum to the employee, to be paid on the first pay date in December. Vacation leave may be carried over into the following year up to a maximum of five (5) days. If more then five (5) days are to be carried over, the Department Head must certify to the CFO the reason for the carry over. The CFO must secure the permission of the City Administrator in order to allow a carryover of more than five (5) days.



## ARTICLE TEN

### Salaries / Longevity / Overtime

#### A. Salaries

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Starting Salary	\$ 36,390.84	\$ 37,482.56	\$ 38,607.04	\$ 39,765.25	\$ 40,958.21
After one continuous year	\$ 42,852.84	\$ 44,138.43	\$ 45,462.58	\$ 46,826.46	\$ 48,231.25
After two continuous years	\$ 45,636.87	\$ 47,005.98	\$ 48,416.16	\$ 49,868.64	\$ 51,364.70
After three continuous years	\$ 55,394.26	\$ 57,056.08	\$ 58,767.77	\$ 60,530.80	\$ 62,346.72
After four continuous years	\$ 57,618.14	\$ 59,346.68	\$ 61,127.08	\$ 62,960.90	\$ 64,849.72
Captain	\$ 62,473.38	\$ 64,347.59	\$ 66,278.01	\$ 68,266.35	\$ 70,314.34

**10.A.1** The annual base salary shall be divided into twenty-six (26) equal installments, which shall constitute the base biweekly rate. The bi-weekly rate shall be divided by ten (10) to establish the daily rate of pay. Overtime and regular pay shall be paid every two (2) weeks.

**10.A.2 Education incentives** - Employees currently receiving college degree incentive payments in the amount of SIX HUNDRED FORTY DOLLARS (\$640.00) annually shall continue to receive said money payable in the last pay in the month of November. Effective January 1, 2004, no employee covered by this Agreement who thereafter obtains a college degree shall be paid any incentive.

**10.A.3** Any employee who, with the written permission of the Assistant Chief (career) attends any fire related course approved in advance by the Assistant Chief (career) and who shall complete the course and receive a course grade of "C" or better shall be entitled to be reimbursed from the City for the amount of the credit charges paid to the two or four year college and/or a fully accredited fire institution at which the course was taken. This shall be the extent of the educational incentive payment to be made by the city. No educational incentive payment shall be made unless the employee shall have met each of the conditions specified within this section. Reimbursement of the employee shall





be subject to availability of funds within the City Treasury and certification from the City Treasurer as to the availability of the funds. In each instance the credit, cost of the course, the description and the purpose for which it is being taken as well as the basis that it is fire related shall be submitted to the Assistant Chief (career) in advance in order to permit the Assistant Chief (career) to make his determination as to approval or disapproval.

**B. Longevity**

**10.B.1 Longevity Pay.** Each employee covered by this Agreement shall be paid annual longevity payment according to the following schedule. The longevity pay shall be calculated upon the employee's base straight time pay and shall be payable in twenty-six (26) equal installments. All longevity will be added to the base salary for overtime calculations and for reportable pension purposes. The eligibility for length of service for receipt of longevity pay shall be calculated using the anniversary date of employment.

Completion of two (2) years continuous service through completion of five (5) year's continuous service (both Inclusive)	\$75.00 annually
Completion of six (6) years continuous service through completion of nine (9) years continuous service (both inclusive)	2.5% of "base straight time pay"
Completion of ten (10) years continuous service through completion of thirteen (13) years continuous service (both inclusive)	3.5% of "base straight time pay"
Completion of fourteen (14) years continuous service through completion of seventeen (17) years continuous service (both inclusive)	4.0% of "base straight time pay"
Completion of eighteen (18) years continuous service through completion of twenty-one (21) years continuous service (both inclusive)	5.0% of "base straight time pay"
Completion of twenty-one (21) years continuous service and each complete year of service thereafter.	6.0% of "base straight time pay"



**10.B.2** Employees covered under this agreement, and during the term hereof, after completing twenty-four (24), years of credit service under the pension system, shall be entitled to the payment of longevity pay in the amount of eight percent (8%), which shall not be in addition to the percentage of base salary specified in this Article. Said employee shall be entitled to receive this additional longevity pay from and after the date of filing with the Assistant Chief (career), Fire Chairman and the City Chief Financial Officer a notice of intent to retire which shall be effective no later than one (1), year following the date of submittal of such letter. In the event any employee thereafter retracts, in writing, the letter of intent or shall fail to retire on the date specified therein, said employee shall be responsible to repay to the City, in one lump sum by a deduction from said employee's payroll check, the difference in longevity pay between the amount to which the employee would have been entitled under this Article.

**10.B.3** In the event of termination prior to completion of two (2) years of service, the employee shall not be entitled to any longevity payment. In the event of termination after completion of the second year of service, the employee's entitlement to longevity pay for the year of termination or resignation shall be pro rated for the number of months from the anniversary date, to date of termination or resignation.

**10.B.4** All employees hired after 12/31/94, will not be entitled to longevity.

## **C. Overtime**

**10.C.1** Overtime, as used in this Agreement, shall be defined as hours worked in excess of those established by the regular duty schedule or as the duty schedule may have been revised or amended. No employee shall receive over time compensation unless they shall have worked all hours of the regular duty schedule.

**10.C.2** Overtime pay shall be computed by dividing the annual base salary (including longevity) by 2080 hours to establish a base hourly rate. The base hourly rate shall be paid at time and one-half for all authorized overtime hours worked. All overtime hours may, at the discretion of the City and in agreement with the employee, be paid through use of compensatory time off within the



guidelines of the Federal Fair Labor Standards Act. An employee who has accrued compensatory time off shall submit a request for review by the Assistant Chief (career) for use of such compensatory time. Employees shall make every effort to request compensatory time off during the year in which it is earned. Use of compensatory time shall be granted within a reasonable period of time of the day or days requested, as determined by the Assistant Chief (career), provided that the requested use of compensatory time will not unduly disrupt the operations of the department, as determined by the Assistant Chief (career). If despite the foregoing procedures, an employee has unused accumulated compensatory time off in the year in which it is earned, then the Assistant Chief (career) may assign time off to such employee for use of such accumulated compensatory time off.

**10.C.3** All employees covered by this Agreement shall receive overtime compensation in accordance with the general orders pertaining to overtime in the Northfield Fire Department City Manual, as agreed to by the fire line officers and the union, and with the approval of the Fire Chairman and or City Administrator.

**10.C.4** Employees receiving overtime compensation under Paragraph 10.C.3, shall be paid a minimum of one (1) hour overtime up to a maximum of hours actually worked under the direction and at the request of the Assistant Chief (career) or the supervisor in charge of the incident, if the incident is a "Working Fire".

**10.C.5** For incidents other than a "Working Fire", employees receiving overtime compensation under Paragraph 10.C.3, shall be paid overtime up to a maximum of hours actually worked under the direction and at the request of the Assistant Chief (career) or the supervisor in charge of the incident.

**10.C.6** If an employee is called in for duty while being off duty, for purposes of station manning due to manpower shortage, or the need for the increase of manpower (such as a weather related storm event), the employee shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours overtime. The employee shall not be required to remain on duty merely to fulfill their minimum hours set forth here in, but may be required to remain on duty if, in the discretion of the officer in charge, the employees attendance is needed.



## ARTICLE ELEVEN

### **E.M.T. Bonus Program**

**11.1** Employees who during the term of this Agreement have achieved a certification as an Emergency Medical Technician (EMT) shall be compensated on an annual basis for such certification as set forth below.

**11.2** If a valid EMT certification is held on December 31, the employee will receive an annual E.M.T. Bonus of \$ 2,500.00 payable in the first pay of the month of December.

**11.3** The EMT bonus as provided for pursuant to this Article shall be effective only for the term of this Agreement and is not intended to provide any continuing benefit beyond the term hereof.



## ARTICLE TWELVE

### Clothing Allowance / Equipment

**12.1** Each member of the bargaining unit shall be granted a clothing allowance to a maximum of five hundred dollars (\$ 500.00). Reimbursement shall be made to the employee up to this maximum amount upon presentation by the employee of a paid receipt for any of the items listed below or any other items as approved by the Assistant Chief (career). Clothing allowance will increase to Six Hundred (\$600.00) Dollars the beginning of the 2010 contract year.

White long sleeve shirt	Blue sweater
Blue long sleeve shirt	Arm patches
White short sleeve shirt	Badge (Hat)
Blue short sleeve shirt	Badge (Breast)
Blue trousers	Nameplate
Dress Jacket	Pin (rank)
Dress trousers	Black shoes
Knitted cap	Work Jacket
Blue hooded sweatshirt	Work socks

**12.2** This section is not to be construed in such a way as to relieve the city of its obligation to furnish firefighters with appropriate uniforms and/or equipment or to replace appropriate uniforms and/or equipment when damaged in the line of duty.

**12.3** As soon as possible after a new employee is hired, he/she will be provided with a minimum of 4 sets of uniforms (4 T shirts, 4 button up shirts, 4 pants, one pair of shoes). Button up shirts will be long sleeve for winter month start and short sleeve for non-winter month start. This is not intended to be the limit to the amount of uniforms to be provided to the new employee, but to provide the employee with a starting uniform.



**12.4** The City will provide and maintain for each member, individually issued NFPA approved appropriate fire fighting personal clothing (PPE) which includes: fire helmet, fire coat, fire pants ("bunker pants"), fire boots, fire hood, fire gloves, and eye protection.

**12.5** The City will provide and maintain for each employee, an individually assigned and issued 800 MgHz portable 2-way radio. This includes 2 batteries, battery charger, and speaker mic and radio case. This will be a phase in process. The City will provide two (2) radios in 2008, two (2) more radios in 2009, and one (1) additional radio in 2010, for a total of five (5) radios.



## ARTICLE THIRTEEN

### **Hospitalization Insurance**

**13.1** The City of Northfield shall continue to provide a health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all of the benefits, which are currently included in the New Jersey State Health Benefits Program (SHBP) at the date of this agreement, for the employee and his/her family to commence after successful completion of probation. The City at its sole discretion, retains the right to select and change insurance carriers during the term of this Agreement so long as the benefits provided are equal to or better than the existing plan, and no increase in financial contributions by the employee. The plan is defined by this Agreement as the plan coverage (benefit coverage) and the plan access (Not significantly less available medical providers participating and accepting the plan insurance).

**13.2** An employee may elect to have coverage for himself/herself and his/her dependents through a Health Maintenance Organization (HMO) offered under the SHBP. In the event the cost of the HMO such as, but limited to: (Aetna, Cigna, Oxford, Ameri-Health, Health-Net), coverage is greater than the cost of the basic SHBP coverage, the employee shall pay the difference to the City.

**13.3** No Employee shall be entitled to a carry-over credit in the event the maximum obligation for payment by the City shall not be reached within any Calendar Year.

**13.4** The City of Northfield shall continue to provide prescription, eye and dental including all of the coverage's, which are currently included in the plans at the date of this agreement. The City at its sole discretion, retains the right to select and change providers during the term of the Agreement, so long as the benefits provided are equal to or better than the existing plan, and no increase in financial contributions by the employee. The plan is defined by this Agreement as the plan coverage (benefit coverage) and the plan access (Not significantly less available medical providers participating and accepting the plan insurance).

**13.5** Notwithstanding anything to the contrary contained within this Agreement, upon the effective date of this Agreement, and thereafter, the prescription, eye and dental program provided for the employees by the City shall be subject to a maximum aggregate payment by the City of \$2,500.00



per person for all such coverage's and \$4,500.00 per family for all such coverage's for each calendar year. For any expenditure in excess of those dollar amount limitations, the responsibility of the City shall be limited to a 50% co-payment. The first 50% of each dollar in excess of the aggregate limits shall become the responsibility of the employee.

**13.6** In addition to the limitation set forth in Paragraph (13.5), upon the effective date of this Agreement the co-payment obligation of the employee for all prescription drugs shall be as follows:

- (a) Effective January 1, 2007, Employee shall be responsible to pay the first Ten Dollars (\$10.00) for each non-generic (brand name) prescription (except in those limited circumstances where the employee can supply a certification from the employee's physician that no generic alternative is available, in which event the "generic" co-payment provision shall apply); or
- (b) Employee shall be required to pay the first three dollar (\$3.00) for each generic prescription; and
- (c) The obligation of the City shall be to pay the remainder of such prescription up to the maximum payment set forth within Paragraph 13.5
- (d) Prescription co-pays are based on the current State Health Benefit rates and may be subject to future additional changes to reflect the then applicable State Health Plan prescription co-pays.

**13.7** No one hired after January 1, 2004 will receive the eye / dental / prescription program benefits, in retirement, from the City. Those hired before the January 1, 2004 will receive those benefits in retirement.

**13.8** For employees hired after January 1, 2004, the City shall pay the cost of providing post retirement health insurance benefits for the retiree (i.e. single coverage) under the applicable New Jersey State Health Benefits Program for any employee who at the time of retirement has 1) twenty-five (25) years or more service with the City of Northfield and has twenty-five (25) years or more service with one or more state or locally administered retirement systems; or 2) retires on a disability pension. Employees hired before January 1, 2004, shall receive post retirement health benefit





coverage that shall be the same as currently being provided to active employees. Retirement benefits will not change for employees hired before January 1, 2004.

**13.9** Employees who can certify other health care coverage through a spouse's employment may elect to opt-out of coverage and receive a payment of two thousand (\$2000.00) dollars per annum pro-rated for the period of time each year that the coverage does not apply to the employee. Checks for opting out will be issued on or about December 1 of each year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall again become covered and the \$2000.00 payment shall be prorated. Any employee who has elected to opt-out of coverage may re-enroll in the health care plan by giving the City thirty (30) days prior written notice of his or her desire to re-enroll in the plan. The payment of the \$2000.00 shall be prorated for the period the employee was not covered by the City plan.



## ARTICLE FOURTEEN

### **Vacancies and Promotions**

**14.1** All vacancies and/or promotions shall be made at the discretion of the governing body of the City of Northfield in accordance with any rules and regulations as may from time to time be promulgated. All appointments and promotions shall, however, be made in accordance with the applicable provisions of Title 40A of the New Jersey Statute as applicable to the Municipality of the City of Northfield.



## ARTICLE FIFTEEN

### **Savings Clause**

**15.1** If any provision of this Agreement, or the application of a provision, shall be rendered or declared invalid by any court of competent jurisdiction by reason of any subsequently enacted legislation which, by its terms, do not permit the provision to continue in full force and effect, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event that a clause is declared to be illegal, invalid or null and void, then the parties shall meet immediately to attempt to negotiate a decision in its place.



## ARTICLE SIXTEEN

### **Payroll Deduction of Dues**

**16.1** The City, as a term of this Agreement, agrees to deduct from the salaries of all covered employees subject to this Agreement, dues for the Union association. Such deductions shall be made in compliance with Chapter 310, Public Laws Of 1967, N.J.S.A. 52:14-15.0(e) as supplemented and amended, provided that the City has been authorized by the Union member to do so. Deduction shall be made from the wages of employees as same may be fixed and paid by the applicable ordinances of the City of Northfield.

**16.2** The Union shall notify the City Chief Financial Officer, each year, in writing, authorizing the amount to be withheld by the City from the pay due to each member of the Union. The Union shall indemnify, defend and hold the City, its, officials, officers, agents, servants and employees harmless from and against any claims made against any suit instituted against the City, its officials, officers, agents, servants and in accordance with the provisions of this Article.

**16.3** The Monies collected along with the records of any corrections shall be transmitted to the Union association offices during the month first following the monthly pay period in which the deductions were made. If, during the term of this Agreement, there should be any change in membership and/or the rate of membership dues, the Union shall furnish the City with new authorization cards from its members showing the deduction authorized for each employee. The forms shall be delivered to the City Chief Financial Officer with a copy of the letter to the Assistant Chief (career) of the Northfield City Fire Department.



## ARTICLE SEVENTEEN

### Exchange of Shifts

**17.1** Employees shall have the right to exchange shifts when the change does not interfere with the operation of the fire department, and provided that approval of the Assistant Chief (career) or his designee is obtained. No such request shall be honored unless made not less than three (3) days prior to the date of the proposed exchange.

**17.2** Under an emergency situation, the Assistant Chief (career) and/or the "Watch Officer" may waive the three (3) days notification for the exchange of shifts.



## ARTICLE EIGHTEEN

### **Out-of-Title Work**

18.1 Any person covered by this Agreement who is required in writing by the Department Head to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid at the rate for that position or rank while so acting, after fifteen (15) consecutive days in such service.



## ARTICLE NINETEEN

### Hours of Work

**19.1** The Fire Line Captain shall work five (5) days a week, during the day time, Monday to Friday; his hours worked per week will be forty (40) hours. All additional hours of work will be at his hourly rate of pay at time and one-half (1-1/2) for overtime.

**19.2** All employees covered by this Agreement shall work an average of forty-two (42) hours a week on a schedule established in the best interest of the City of Northfield. The Union shall have the right to have input to the City Administrator regarding its view on the best interests of the City of Northfield.

**19.3** Subject to the approval of the Assistant Chief (career), an employee may be permitted to work a straight 24 hours in order to cover a shift caused by: illness, injury, vacation, holiday, and exchange of shift.



## ARTICLE TWENTY

### Department Orders

**20.1** Written orders for all department policies and order changes will be in writing with the exception of:

- (a)** Emergency Situations
- (b)** Basic Station orders
- (c)** Training sessions





## ARTICLE TWENTY-ONE

### **Negotiation of Successor Agreement**

**21.1** The City and the Association agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). At that time, the Association agrees to present to the City its proposals for modifications to be included in the successor Agreement. Each Party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Any Agreement so negotiated shall incorporate all rights and obligations assumed by each Party, and reflect the complete and final understanding on all bargainable issues, which were, or could have been brought to the bargaining table. Such Agreement shall apply to all members of the negotiating unit, and shall be reduced to writing, and after ratification by the City, signed by all Parties. Unless otherwise provided in this agreement, no prior administrative procedure, practice, or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of the contract.

**21.2** Neither Party in any negotiations shall have control over the selection of negotiation representatives of the other. The Parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiation, consistent with their status as representatives of their principals.

**21.3** During its term, this Agreement shall not be modified in whole or in part by the Parties except by mutual agreement to reopen for negotiations, and provided that a written amendment is duly executed by both Parties.

**21.4** This Agreement incorporates the entire understanding of the Parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the Parties at the time they negotiated or executed this Agreement.



**21.5** This document, and the "City of Northfield Employee Manual" and the "City of Northfield Fire Manual" constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the union.

**21.6** The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which are or may be subject to collective bargaining.



## ARTICLE TWENTY-TWO

### **Probationary Employees**

**22.1** An employee will be considered a probationary employee until he has completed a minimum of one (1) year of service. During such period, the employee may be terminated at the discretion of the City.

**22.2** The City will make every effort to place new appointees into the fire training school as soon as possible after their employment.



## ARTICLE TWENTY-THREE

### **Retirees of this Bargaining Unit**

**23.1** The city recognizes that the bargaining unit is a liaison between the city and the members retired from this bargaining unit. The bargaining unit may be a voice for those retired. And acting as a liaison, the city will keep the president of the bargaining unit updated with any changes or information provided to the retiree. This will allow the president to assist the retiree with any questions or issues that may arise regarding said retiree. Having this information and being informed of issues regarding the retirees will allow the bargaining unit to assist the city with regards to those issues. This article does not entitle the union to negotiate benefits for its retired employee's.



## ARTICLE TWENTY-FOUR

### **Gender**

**24.1** When used herein the singular shall be deemed to include the plural where interpretation warrants, and the masculine gender shall be deemed to include the feminine gender, and vice-versa.



## ARTICLE TWENTY-FIVE

### Headings

**25.1** Headings contained within this Agreement are intended to be for ease of identification and for identification purposes only and shall not be construed as being material to the interpretation of this Agreement.



## ARTICLE TWENTY-SIX

### Entire Agreement

**26.1** This Agreement shall not be modified in whole or in part by the Parties, except by mutual agreement to reopen for negotiations, and provided that a written amendment is duly executed by both Parties. (As included in Article 21, Paragraph 21.1)



## ARTICLE TWENTY-SEVEN

### Duration of Agreement

27.1 This Agreement shall be effective as of this 01 day of January, 2007 and shall remain in full force and effect until the 31st day of December, 2011. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date, that it desires to modify or amend this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the anniversary date; this Agreement shall remain in full force and be effective until a successor Agreement can be signed.





## ARTICLE TWENTY-EIGHT

### Governing Law

28.1 This Agreement shall be governed and construed by the laws of the State of New Jersey.



## ARTICLE TWENTY-NINE

### Execution

**29.1** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.



## ARTICLE THIRTY

### **Retroactive Application of Agreement**

**30.1** Any amounts which may be payable by the City due to the retroactive application of this Agreement shall be paid within a reasonable time period after the execution of this Agreement, without interest.



ARTICLE THIRTY-ONE

**Commencement Date and Duration of Agreement**

31.1 This Agreement, sometimes herein referred to as Contract, shall be in full force and effect as of January 1, 2007 (the "Commencement Date") and shall remain in effect to and including December 31, 2011, without any reopening date.

*Kim Smith* Mayor 12-11-2007  
*Jeff Bruckler* City Admin. 12/11/07

City Administrator Jeffery Bruckler

*Ted Wolcott*

Union President Ted Wolcott

*Tom McFadden*

Union Vice President Tom McFadden

Notary Public of New Jersey

*Carol A. Raph*

City Clerk, Carol A. Raph



**AGREEMENT  
BETWEEN CITY OF NORTHFIELD  
AND  
NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION**

**THIS AGREEMENT** is entered into by the **CITY OF NORTHFIELD**, located in Atlantic County, New Jersey, hereinafter referred to as the "Employer" and the **NORTHFIELD PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL 2364, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO, CLC**, hereinafter referred to as the "Union".

**RECITALS**

1. The Employer and the Union are parties to a Collective Bargaining Agreement (the CBA) covering the period January 1, 2007 through December 31, 2011 covering Fire Fighters.

2. The CBA provides for the establishment of rates of pay, hours of work, health benefits and other terms and conditions of employment.

3. The Employer is experiencing fiscal and economic conditions requiring it to consider various measures to achieve budgetary relief including, but not limited to, personnel savings from modifications to benefits provided to its employees.

4. The Employer and the Union wish to work cooperatively to address these issues in the best interest of the City of Northfield, its employees and its residents.

**NOW, THEREFORE, the Employer and the Union agree as follows:**

1. Recitals. The Employer and the Union acknowledge the Recitals and agree that they are made part of this Agreement as if set forth in full herein.

2. Modifications. The Union agrees that the following modification of terms and conditions of employment shall be in effect for the City of Northfield's Budget Year 2010:

a. All earned overtime shall be paid by compensatory time-off computed at time and one-half (1V4).

b. The Clothing Allowance provided for under Article Twelve of the CBA for 2010 of \$600.00 for each employee shall not be paid and is waived.

c. The vacation buy-back option provided for under Article Nine Section 9.6 of the CBA shall not be in effect for the City of Northfield Budget Year 2010.

d. The EMT stipend as provided for under Article Eleven Section 11.2 shall be reduced to \$2,000.00 for Budget Year 2010.

3. Extent of Modifications. Except as modified by the terms of this Agreement, all other terms and conditions of employment shall remain unchanged and all terms of the CBA except as modified by this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this

5<sup>th</sup> day of May, 2010.

**CITY OF NORTHFIELD**

**ATTEST:**

Mary Canesi

Mary Canesi, City Clerk

By: Vincent Mazzeo  
Vincent Mazzeo, Mayor

**NORTHFIELD PROFESSIONAL FIRE  
FIGHTERS ASSOCIATION LOCAL 2364**

By: Chris Sacco  
Chris Sacco  
President Local 2364

Thomas M.  
Thomas M.