

AGREEMENT

BETWEEN

THE CITY OF NORTHFIELD

AND

NORTHFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION

LOCAL UNION #2364

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO, CLC

JANUARY 1, 2020 THROUGH DECEMBER 31, 2024*

***contingent upon certain conditions set forth herein**

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PREAMBLE

THIS AGREEMENT entered into this 1st of January, 2020 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, including all regularly employed full-time firefighters, part-time firefighters and fire captain(s) within the City's Fire Department but excluding the Assistant Chief (career) and any other management personnel whose positions may hereafter be filled or which may hereafter be created and any managerial or confidential personnel as may be defined by the New Jersey Employer-Employee Relations Act.

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 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 rules and 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.

2.2 Definition – Grievance, as the term is unused 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.

2.3 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.

2.4 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.

2.5 STEP 1 – The aggrieved or the Union shall institute action under the provision hereof within ten (10) days after the aggrieved would be reasonably expected to know of its occurrence by presenting the grievance, in writing to the Chief, or his designated representative. A copy of the grievance must also be provided by the Union to the Mayor or his designee. The

written grievance shall contain the relevant facts, the article of the contract violated, and the remedy requested by the grievant. The Chief, or his designated representative will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance.

2.6 STEP 2 – If the Union wishes to appeal the decision of the Chief, or his designated representative, such appeal shall be presented in writing, to the Mayor or his designee within five (5) working days thereafter. The Mayor 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.

2.7 STEP 3 – If the Union is not satisfied with the disposition of a contractual grievance by the Mayor 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.

2.8 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.

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

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

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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 for processing the grievance at any step in the grievance procedure.

2.17 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.

2.18 The City and the Union further agree to give reasonable consideration to request of either party for meetings to discuss a 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 Mayor or his designee no later than the workday preceding the proposed meeting.

ARTICLE FOUR

Non-Discrimination

4.1 The Employer and the Union agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity, or any other protected class under law. Harassment shall also include sexual harassment.

4.2 Neither the City nor the Union shall discriminate against any employee due to that Employee's membership, non-membership, participation, or lack of participation, or activities on behalf of, or his refraining from activity on behalf of the majority representative.

4.3 All references in this Agreement refer to both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

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 formation 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 Chief, or his designated representative, 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. An employee shall be permitted to see their personnel file upon written request to the Chief, or his designated representative. An 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 the time of retirement.

6.B.3. In accordance with N.J.S.A. 40A:14-28 whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of his/her official duties, the City shall provide said employee with the necessary means for the defense of such action or proceeding.

ARTICLE SEVEN

Holidays

7.1 All full-time 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 full-time employee working less than a full year shall receive a pro-rata share of the holidays.

7.3 No full-time 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 full-time employee shall be authorized to take holiday time off during the first year of continuous service with the City.

7.4 A full-time employee shall provide a 3-day advance notice of request to use a holiday credited for use as time off. The Chief, or his designated representative shall respond in writing no later than twenty-four (24) hours after the date of the submitted request.

PART-TIME EMPLOYEES

7.5 Part-time employees shall not be eligible for any holiday benefits provided pursuant to this article except that any part-time employee who actually works on a holiday as listed below shall receive one and one-half times their regular hourly rate for all time actually worked on the actual holiday. This shall not apply to days worked when the holiday is “observed.” For the term of this contract, the holidays shall be as follows:

	2020	2021	2022	2023
New Year's	1-Jan	1-Jan	1-Jan	1-Jan
Martin Luther King	20-Jan	18-Jan	17-Jan	16-Jan
Presidents' Day	17-Feb	15-Feb	21-Feb	20-Feb
Friday before Easter	10-Apr	2-Apr	15-Apr	7-Apr
Memorial Day	25-May	31-May	30-May	29-May
Independence Day	4-Jul	4-Jul	4-Jul	4-Jul
Labor Day	7-Sep	6-Sep	5-Sep	4-Sep
Columbus Day	12-Oct	11-Oct	10-Oct	9-Oct
Veteran's Day	11-Nov	11-Nov	11-Nov	11-Nov
Thanksgiving	26-Nov	25-Nov	24-Nov	23-Nov
Christmas Eve	24-Dec	24-Dec	24-Dec	24-Dec
Christmas	25-Dec	25-Dec	25-Dec	25-Dec

ARTICLE EIGHT

Leaves

A. Sick Leave

8.A.1 All regular 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.

Upon hire, full-time employees shall receive forty (40) hours of sick leave, on a pro-rated basis, in accordance with the New Jersey Paid Sick Leave Act.

Part-time employees shall receive forty (40) hours of sick leave, on a pro-rated basis, in accordance with the New Jersey Paid Sick Leave Act. Thereafter, in anticipation of continued employment, part-time employees shall receive forty (40) hours of paid sick leave January 1st of each year which shall be available for use in accordance with the New Jersey Paid Sick Leave Act.

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 preceding the year in which they may be 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 December 12, 2007 accumulate more than 225 unused sick days.

Any full-time employee hired on or after January 1, 2020, shall not receive payment for unused sick leave upon retirement.

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 provision 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 scheduled shifts 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.

8.A.14. If an employee is absent due to illness for more than three (3) consecutive days for the same illness, the City will apply any time in excess of three (3) days against the employee's leave entitlement under the New Jersey and/or Federal Family and Medical Leave Act provided the need for the leave qualifies under the FLA/FMLA.

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 full-time 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 Mayor or his designee. 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 Chief, or his designated representative in order to permit the Chief, or his designated representative to secure a replacement fire fighter to work in the delegate's place. The Chief, or his designated representative shall respond in writing no later than twenty-four (24) hours after the date of the submitted request.

8.C.2. Time off, without loss of pay, shall be granted at regular rates of pay or through compensatory time off, to a grievant and one union representative for attendance at meetings held in accordance with grievance procedures and outlined in this Agreement or for 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 of 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 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 Chief, or his designated representative.

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 up to twelve (12) weeks of leave during a twelve (12) month period, or up to twelve (12) weeks in a 24-month period under NJFLA. 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 employees 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. The Chief, or his designated representative shall respond in writing no later than seven (7) days after the date of a submitted vacation request.

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 employee's daily rate of pay. The Employee shall notify the Chief, or his designated representative, 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 than five (5) days are to be carrier over, the Department Head must certify to the CFO the reason for the carry over. The CFO must secure the permission of the Mayor or his designee in order to allow a carryover of more than five (5) days.

9.7 Part-time employees shall not be entitled to vacation leave and, therefore, are not covered under this Article.

ARTICLE TEN

Salaries/Longevity/Overtime

A. Salaries

FULL-TIME EMPLOYEES

1. Effective January 1, 2020, all steps of the wage guide, including the Captain's step shall be increased by 3.95%.

2. Effective January 1, 2021, all steps of the wage guide, including the Captain's step shall be increased by 3.95%.

3. Effective January 1, 2022, all steps of the wage guide, including the Captain's step shall be increased by 3.95%.

4. Effective January 1, 2023, all steps of the wage guide, including the Captain's step shall be increased by 3.95%.

4. EXTENSION YEAR - Effective January 1, 2024, all steps of the wage guide, including the Captain's step shall be increased by 3.95%. THIS YEAR INCREASE IS CONTINGENT UPON AND SUBJECT TO FIREFIGHTER MCFADDEN'S WAIVER OF HEALTH BENEFITS IN 2024 AND IN RETIREMENT, PROVIDED HE IS STILL ELIGIBLE FOR SAME AT THAT TIME. FIREFIGHTER MCFADDEN SHALL NOTIFY THE CITY DURING OPEN ENROLLMENT OF HIS WAIVER OF THESE BENEFITS. IN THE EVENT HE DOES NOT WAIVE HEALTH BENEFITS IN 2024 OR IN RETIREMENT, THE CONTRACT SHALL TERMINATE EFFECTIVE DECEMBER 31, 2023. NEVERTHELESS, FIREFIGHTER MCFADDEN SHALL RETAIN HIS RIGHT TO OPT INTO RETIREE HEALTH BENEFITS BUT ONLY UPON A CATASTROPHIC, QUALIFYING EVENT WHERE HE IS NO LONGER ELIGIBLE FOR ANY OTHER HEALTH BENEFITS.

Wages shall be paid in accordance with the wage guide below.

	2020	2021	2022	2023	2024*
STARTING	\$ 36,542	\$ 37,985	\$ 39,485	\$ 41,045	\$ 42,666
Step 1	\$ 39,238	\$ 40,788	\$ 42,399	\$ 44,074	\$ 45,815
Step 2	\$ 41,934	\$ 43,591	\$ 45,313	\$ 47,103	\$ 48,963
Step 3	\$ 44,631	\$ 46,394	\$ 48,226	\$ 50,131	\$ 52,112
Step 4	\$ 47,327	\$ 49,197	\$ 51,140	\$ 53,160	\$ 55,260
Step 5	\$ 50,024	\$ 52,000	\$ 54,054	\$ 56,189	\$ 58,408
Step 6	\$ 52,720	\$ 54,803	\$ 56,967	\$ 59,218	\$ 61,557
Step 7	\$ 55,417	\$ 57,606	\$ 59,881	\$ 62,246	\$ 64,705
Step 8	\$ 58,113	\$ 60,409	\$ 62,795	\$ 65,275	\$ 67,854
Step 9	\$ 60,810	\$ 63,212	\$ 65,709	\$ 68,304	\$ 71,002
Step 10	\$ 63,506	\$ 66,015	\$ 68,622	\$ 71,333	\$ 74,150
Step 11	\$ 66,203	\$ 68,818	\$ 71,536	\$ 74,362	\$ 77,299
Step 12	\$ 68,899	\$ 71,621	\$ 74,450	\$ 77,390	\$ 80,447
Step 13	\$ 71,596	\$ 74,424	\$ 77,363	\$ 80,419	\$ 83,596
Step 14	\$ 82,027	\$ 85,267	\$ 88,635	\$ 92,136	\$ 95,776
Captain	\$ 88,684	\$ 92,187	\$ 95,828	\$ 99,614	\$ 103,548

Employees shall be paid in accordance with this New Wage Guide and shall move to the next step of the wage guide on the anniversary date of their hiring. A new employee shall remain at the Starting Salary during his/her first full year of employment.

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. Any employee who, with the written permission of the Chief, or his designated representative attends any fire related course approved in advance by the Chief, or his designated representative 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 CFO 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 Chief, or his designated representative in advance in order to permit the Chief, or his designated representative to make his determination as to approval or disapproval.

PART-TIME EMPLOYEES

Effective January 1, 2020, part-time employees shall receive a rate of \$23.00 per hour.

Effective January 1, 2021, part-time employees shall receive a rate of \$24.00 per hour.

Effective January 1, 2022, part-time employees shall receive a rate of \$25.00 per hour.

Effective January 1, 2023, part-time employees shall receive a rate of \$26.00 per hour.

Extension Year: Effective January 1, 2024, part-time employees shall receive a rate of \$26.00 per hour.

B. Longevity

Longevity has been eliminated through negotiations.

C. Overtime

10.C.1. Overtime, as used in this Agreement, shall be defined as hours worked in excess of a full-time employee's regularly scheduled workday or on an employee's regular day off. "Hours worked" shall not include sick time or compensatory time but shall include vacation and personal time. To receive overtime compensation, a full-time employee must have worked all scheduled shifts during the pay period except that vacation and personal time will count towards "hours worked". If a full-time employee does not meet the overtime requirements set forth in this Section, the full-time employee shall receive straight time pay for all hours worked until he reaches the number of hours (which includes vacation and personal time) he was scheduled to work in the pay period. Thereafter, overtime will be paid for all hours worked.

10.C.2. For full-time employees, 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 Acts. An employee who has accrued compensatory time off shall submit a request for review by the Chief, or his designated representative 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 Chief, or his designated representative, provided that the requested use of compensatory time will not unduly disrupt the operations of the department, as determined by the Chief, or his designated representative. If despite the foregoing procedures, an employee has unused

accumulated compensatory time off in the year in which it is earned, then the Chief, or his designated representative may assign time off to such employee for use of such accumulated compensatory time off.

Part-time employees shall not be entitled to overtime compensation unless the employee actually works more than one hundred and six (106) hours in a fourteen (14) day work week, which shall be defined as a fourteen (14) day period consistent with the City's payroll schedule. Overtime pay for part-time employees shall be paid at one and one-half times the employee's hourly rate of pay. Part-time employees shall not be eligible for compensatory time in lieu of overtime payment.

10.C.3. Off duty employees who respond to a "Working Fire" incident shall receive a minimum of one (1) hour overtime up to a maximum of hours actually worked under the direction and at the request of the Chief, or his designated representative, or the supervisor in charge of the incident.

10.C.4. 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 actually worked and shall be guaranteed a minimum of four (4) hours pay at either his regular rate or overtime rate pursuant to paragraph 10.C.1. The employee shall not be required to remain on duty merely to fulfill their minimum hours set forth herein, but may be required to remain on duty if, in the discretion of the officer in charge, the employee's attendance is needed.

ARTICLE ELEVEN

E.M.T. CERTIFICATION

All full-time and part-time employees must obtain EMT Certification within one year of date of hire. All employees shall maintain EMT Certification and shall attend classes for EMT

training on City time as assigned by the Chief. Unit members may be assigned the responsibility of performing EMT duties in non-fire settings (e.g. when unit members are assigned the responsibility of EMS Ambulance duties). All firefighters must maintain his/her Certification throughout his/her career as a condition of employment. The City reserves the right to require proof of satisfactory completion of a Certification course.

ARTICLE TWELVE

Clothing Allowance/Equipment

12.1 Each full-time member of the bargaining unit shall receive a credit for up to \$600 dollars through a voucher system for use as a clothing allowance for purchase of the items listed below and as approved by the Chief or designee.

Each part-time member of the bargaining unit shall receive a credit for up to \$300 dollars through a voucher system for use as a clothing allowance for purchase of the items listed below and as approved by the Chief or designee.

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 full-time 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.

Part-time employees shall receive 2 T shirts, 2 button up shirts, 2 pants and one pair of shoes.

12.4 The City will provide and maintain for each member, individually issued NFPA approved appropriate firefighting 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 full-time employee, an individually assigned and issued an 800 MHz portable 2-way radio. This includes 2 batteries, battery charger, and speaker mic and radio case.

The City shall make available an 800 MHz portable 2-way radio for use by part-time employees while on duty. These radios shall not be assigned to individuals but shall be for use by all part-time employees.

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 included in the New Jersey State Health Benefits Program (SHBP), for full-time employees and his/her family to commence after successful completion of probation. The base plan to be offered to employees by the City shall be the Direct 15 Plan. The City shall continue to

offer the Direct 10 Plan as well as others available through the SHBP. If the employee selects a plan with a higher premium cost than the Direct 15 Plan, the difference in such premium shall be borne by the employee in equal payments through payroll deductions. 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 substantially equivalent to or better than the existing plan. 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 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.

13.3 The City of Northfield shall continue to provide to full-time employees prescription, eye and dental including all of the coverages, 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 this Agreement, so long as the benefits provided are substantially equivalent to or better than the existing plan. 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).

13.4 Notwithstanding anything to the contrary contained within this Agreement, upon the effective date of this Agreement, and thereafter, the eye and dental program provided for the full-time employees by the City shall be subject to a maximum aggregate payment by the City of \$2,500.00 per person for all such coverages and \$4,500.00 per family for all such coverages 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.

13.5 In addition to the limitation set forth in Paragraph 13.4, upon the effective date of this Agreement the co-payment obligation of the full-time employee for all prescription drugs shall be as follows:

- a. The 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 dollars (\$3.00) for each generic prescription; and
- c. 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.

13.6 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.

13.7 For full-time 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 provided to active employees. Retirement benefits will not change for employees hired before January 1, 2004.

13.8 The New Jersey State Health Benefits Program (SHBP) provides that a municipality may allow an employee covered as a dependent by a spouse's employer to waive

SHBP health benefits coverage. The decision of a municipality to allow its employees to waive coverage and the amount of consideration to be paid are not subject to collective bargaining.

Consistent with the provisions of the applicable law, the City has agreed with the Union to adopt an Opt-Out Payment Plan as follows:

Commencing January 1, 2012, full-time employees who can certify that they are covered under other health coverage may “opt-out” of the health benefits provided by the City of Northfield through the New Jersey State Health Benefits Program. Employees can certify that they are covered under other health coverage by completing the “Coverage Waiver” form provided by the State of New Jersey Division of Pensions and Benefits.

Full-time Employees electing to “opt-out” of health coverage will receive a payment representing no more than 25% or \$5,000, whichever is less, of the amount saved by the employer, per annum prorated for the period of time each year that coverage does not apply to the employee. Checks for opting out will be issued on or about December 1st of each year.

A full-time employee who waives coverage shall be permitted to resume coverage by making an application for coverage during an open enrollment period in accordance with the provisions of the State Health Benefits Program.

SEE WAIVER OF HEALTH BENEFITS FOR FIREFIGHTER MCFADDEN REFERENCED IN ARTICLE TEN – SALARIES.

Further, a full-time employee who waives coverage shall be permitted to immediately resume coverage if the employee ceases to be eligible for other health care coverage for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received from the employer which represents an advance payment for a period time during which coverage is resumed. An employee who wishes to resume coverage shall notify the employer in writing and file a declaration with the division, in such form as the director of the division shall prescribe, that the waiver is revoked.

13.9 Employees shall be required to contribute to the costs of the Health Insurance Plan as set forth below, and shall replace and not be in addition to any other contribution. Such payments shall be withheld in equal installments throughout the year from an employee's pay checks. The City shall establish and adopt a Section 125 plan so that said contribution would be "pre-tax".

All employees, and retirees with less than 20 years of service as of June 28, 2011, as defined by a Court of competent jurisdiction, shall be required to contribute to the cost of health benefits in accordance with the following chart:

<u>Salary/Pension Range</u>	<u>SINGLE</u>	<u>M/S & P/C</u>	<u>FAMILY</u>
less than 20,000	4.50%	3.50%	3.00%
20,000-24,999.99	5.50%	3.50%	3.00%
25,000-29,999.99	7.50%	4.50%	4.00%
30,000-34,999.99	10.00%	6.00%	5.00%
35,000-39,999.99	11.00%	7.00%	6.00%
40,000-44,999.99	12.00%	8.00%	7.00%
45,000-49,999.99	14.00%	10.00%	9.00%
50,000-54,999.99	20.00%	15.00%	12.00%
55,000-59,999.99	23.00%	17.00%	14.00%
60,000-64,999.99	27.00%	21.00%	17.00%
65,000-69,999.99	29.00%	23.00%	19.00%
70,000-74,999.99	32.00%	26.00%	22.00%
75,000-79,999.99	33.00%	27.00%	23.00%
80,000-84,999.99	34.00%	28.00%	24.00%

<u>Salary/Pension Range</u>	<u>SINGLE</u>	<u>M/S & P/C</u>	<u>FAMILY</u>
85,000–89,999.99	34.00%	30.00%	26.00%
90,000-94,999.99	34.00%	30.00%	28.00%
95,000-99,999.99	35.00%	30.00%	29.00%
100,000-109,999.99	35.00%	35.00%	32.00%
110,000 and over	35.00%	35.00%	35.00%

The percentages listed shall be the percentage of the premium that the employee/retiree is required to contribute. In no event, however, shall the contribution be less than 1.5% of the employee’s salary or the retiree’s pension.

13.10 Under no circumstances, unless required by law, are part-time employees entitled to any health care benefits provided by the City in accordance with this Article or any other City policy or practice.

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.o (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 Chief, or his designated representative 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 Chief, or his designated representative 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 Chief, or his designated representative, and/or the "Watch Officer" may waive the three (3) days notification for the exchange of shifts.

17.3 The Chief, or his designated representative shall respond in writing no later than twenty-four (24) hours after the date of the submitted request, provided the requesting Fire Fighter has established replacement coverage which does not create overtime.

ARTICLE EIGHTEEN

Out-of-Title Work

18.1 Any person covered by this Agreement who is required in writing by the Chief, or his designated representative 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 nineteen (19) calendar days in such service.

ARTICLE NINETEEN

Hours of Work

19.1 All full-time employees, including the Captain, 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 Mayor or Council Chair regarding its view on the best interests of the City of Northfield.

A part-time firefighter's work week should not exceed 29 hours per week on a regular basis. Should a part-time firefighter work more than 106 hours in a pay period, they shall be paid overtime at the rate of one and one-half times the employee's regular hourly rate in accordance with Article 10.C.1.

19.2 Subject to the approval of the Chief, or his designated representative, 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.

19.3 To maintain staffing for each week, the City schedules four platoons per work week. The City agrees that on a twenty-four (24) hour, seven (7) day per week basis, the paid firefighter staff shall be scheduled to provide a minimum of one (1) firefighter per shift. With full-time staffing levels at four, one full-time member shall be assigned to each platoon and part-time employees shall be utilized to fill vacant shifts. In the event full-time staffing levels drop below four, part-time employees may be used to fill a platoon on a normal rotating basis. The utilization and assignment of part-time employees shall be at the discretion of the City.

19.4 In filling vacant shifts, whether scheduled (i.e., pre-approved vacation) or unscheduled (i.e., sick day), the parties agree that part-time employees shall first be utilized to fill these shifts. In the event no part-time employee is available for coverage, a full-time employee may be used to cover a vacant shift.

19.5 Part-time employees shall work a minimum of 500 hours per calendar year or may be terminated with no other cause. This minimum shall be pro-rated in the first year of employment based on date of hire. It is recognized that there may be an instance where the employee is not given the opportunity by the City to work the requisite minimum. In that event, the employee shall not be held to that minimum, but only to the hours which were provided to him.

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. Acting as a liaison, at the request of the Union president, the City will provide the president 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 employees.

ARTICLE TWENTY-FOUR

Labor Management Committee

The following understandings have been agreed upon regarding the creation of a Labor-Management Committee.

The effectiveness and furtherance of the provision of public safety by the City requires a cooperative effort between labor and management.

The parties recognize that a cooperative approach between the IAFF Employees and the City is essential to the solution of problems affecting them.

Accordingly, the parties agree to create a Labor-Management Committee consisting of not more than two (2) representatives of each party which shall meet as necessary up to a maximum of three (3) times each calendar year for the purpose of discussing issues which relate to Employee performance and Employee morale. The IAFF shall designate in writing to the City Clerk, two (2) members to receive meeting notices and to attend meetings. The Mayor shall designate the two (2) members to represent the City. The IAFF shall supply an agenda when requesting a meeting. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

Appropriate subjects, among others, which the Labor-Management Committee might consider include: quality of Employee work and the quality of the work environment; safety and environmental health; scheduling and reporting arrangement; absenteeism and overtime; and unresolved grievances.

The Labor Management Committee shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article Six of this Agreement.

ARTICLE TWENTY-FIVE

Gender

25.1 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-SIX

Headings

26.1 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-SEVEN

Transitional Duty

27.1 The parties agree that the City's Transitional Duty Policy shall apply. However, an employee shall remain assigned to his regular shift provided that there is appropriate work for the employee which shall be determined at the discretion of the Chief, or his designated representative. In the event no appropriate work is available, the employee will be assigned to a different work schedule as determined by the Chief, or his designated representative.

ARTICLE TWENTY-EIGHT

Essential Personnel

28.1 The parties acknowledge and agree that members of this bargaining unit are essential personnel and, therefore, are expected to report to work and work their regularly

scheduled work hours even in the event that non-essential personnel are not required to report to work or are not required to work their regularly scheduled work hours due to emergency or unplanned circumstances (i.e., due to inclement weather, state of emergency, etc.) Therefore, employees of this bargaining unit shall receive no additional compensation or time off for reporting to work and working their regularly scheduled work hours on a day where non-essential personnel are not required to report to work or do not work their regularly scheduled work hours for any reason including, but not limited to, a weather-related emergency.

ARTICLE TWENTY-NINE

Entire Agreement

29.1 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 THIRTY

Duration of Agreement

30.1 This Agreement shall be effective as of this 1st day of January 2020 and shall remain in full force and effect until the 31st day of December, 2023, with an extension until December 2024 contingent upon waiver of health benefits by FF McFadden as outlined in Article TEN and THIRTEEN. 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 no 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 THIRTY-ONE

Governing Law

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

ARTICLE THIRTY-TWO

Execution

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

ARTICLE THIRTY-THREE

Retroactive Application of Agreement

33.1 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-FOUR

Commencement Date and Duration of Agreement

34.1 This Agreement, sometimes herein referred to as Contract, shall be in full force and effect as of January 1, 2020 (the "Commencement Date") and shall remain in effect to and including December 31, 2023, without any reopening date, EXCEPT for the extension for 2024 as set forth in Article Ten and Thirteen regarding the waiver of health benefits by FF McFadden.

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

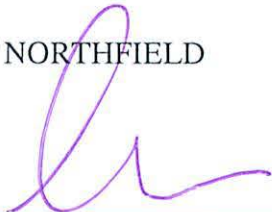
31st day of July, 2020.

ATTEST:

Mary Canesi

Mary Canesi, Municipal Clerk

CITY OF NORTHFIELD

By: 
Erland Chau, Mayor

NORTHFIELD PROFESSIONAL FIRE
FIGHTERS ASSOCIATION LOCAL 2364

By: 

Thomas McFadden

President IAFF L2364