

Contract no. 1674

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AGREEMENT

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Between
THE CITY OF PASSAIC
and
THE PASSAIC FIRE OFFICERS'
ASSOCIATION OF THE CITY
OF PASSAIC

January 1, 1991 – December 31, 1993

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PREAMBLE

This Agreement entered into this day of ,1992
by and between the City of Passaic, in the County of
Passaic, a municipal corporation of the State of New
Jersey, hereinafter referred to as the "City", and the
Passaic Fire Officer's Association hereinafter referred to
as the "Association" represents the complete and final
understanding on all bargainable issues between the City
and the Association.

ARTICLE I
RECOGNITION

A. The City hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning terms and conditions of employment for the following uniformed personnel of its Fire Department, excluding all other personnel of such Department: Deputy Chiefs, Battalion Chiefs, Captains, Lieutenants.

ARTICLE II
MANAGEMENT'S RIGHTS

A. Except to the extent expressly modified by a specific provision of this Agreement, the City of Passaic possesses the sole right and responsibility to operate and manage its Fire Department and all management rights repose in it. These rights include but are not limited to the rights: to determine the existence or nonexistence of facts which are the basis of the City Fire Department and/or Management decision; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Passaic and, from time to time, to change or abolish such practices or procedures; to determine and, from time to time, redetermine the number, locations, and relocation and types of its facilities, operations and equipment and of its officers and employees or to discontinue any performance by officers and or employees of the City of Passaic; to hire, select and determine the number and types of employees required; to assign work to employees and to determine the overtime to be worked in accordance with the requirements determined by the Department of Fire and City Management Authorities; to establish training programs and upgrading requirements for employees within the Department, to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause, or to lay off, terminate or

otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to introduce new or improved methods or facilities, and to purchase services of others, contract or otherwise; and otherwise to take such measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the Department of Fire for the City of Passaic, New Jersey, provided, however, nothing herein shall prevent an employee from representing his grievance for the alleged violation of any article or specific terms of this agreement.

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his seniority for good and just cause.

2. In the event an employee is brought up on disciplinary charges, he and the PFOA shall be notified in writing within (16) calender days of the infraction to file disciplinary charges. Such charges shall be filed or vacated within (30) calender days of the notice of infraction. The PFOA shall receive in writing a copy of all the resulting actions of a disciplinary hearing in case an appeal is to be made.

3. In the event an employee is asked to report to

the Chief's Office and during the discussion a matter should arise which would lead to a question of discipline, suspension or discharge, the employee may at that time request the presence of a PFOA representative.

4. No employee shall be required to submit to a polygraph test.

ARTICLE III
GRIEVANCE PROCEDURE AND ARBITRATION

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution for the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. With respect to employee grievances, no grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

3. It is specifically understood and agreed that the arbitration shall not be obtainable as a matter of right if the grievance:

(a) Involves the alleged violation of any Agreement other than the present Agreement between the parties;

(b) Involves claims of violation of any allegedly implied or assumed obligation, except as shall arise under the express revisions of this contract;

(c) The Arbitrator shall be limited to the issues involving only one grievant in any one arbitration procedure. Multiple issues shall not be submitted to the same Arbitrator. The Arbitrator may consider the grievance of more than one grievant if all of the grievants are similarly situated and the grievance involves the one and same issue for all of them.

(d) Would require an Arbitrator to consider, rule on or decide the elements of the job assignment, or the right of management to assign or reassign work, provided such assignment or reassignment does not conflict with the express provisions of this contract;

(e) Pertain to the administration or interpretation of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; and

(f) Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

D. 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:

Step 1 - The aggrieved or the Association shall institute action under the provisions

hereof within ten (10) calendar days after the event giving rise to the grievance which has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate superior for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2 - If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate superior, the employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Director or his designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Director or his designee may, upon mutual agreement, meet with an Association representative. The Director or his designee will answer the grievance in writing within fourteen (14) calendar days of receipt of the

written grievance or meeting with the Association representative.

Step 3 - If the aggrieved or the Association does not accept the decision of the Director or his designee, the aggrieved or the Association may present the grievance in writing within five (5) calendar days thereafter to the Business Administrator. The written grievance at this Step shall contain the relevant facts and a summary of the preceding Steps, the applicable section of the contract violated, and the remedy requested by the grievant. The Business Administrator may, upon mutual agreement, meet with an Association representative. The Business Administrator will answer the grievance in writing within twenty (20) calendar days of receipt of the written grievance or the meeting with the Association representative.

Step 4 - If the grievance is not settled through Steps 1, 2 and 3 either party shall have the right to submit the dispute to arbitration, pursuant to Rules and Regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the City and the

Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Law of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The Arbitrator shall be limited to hearing only one issue. The parties agree not to submit multiple issues to the same Arbitrator.

F. Upon prior notice to the Fire Director or his designee and in accordance with available manpower, the designated Association representative shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the Grievance Procedure set forth herein during work hours of employees, without loss of pay.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not be initiated within the time

limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision 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.

ARTICLE IV
EMPLOYEES' AND ASSOCIATION RIGHTS

A. Upon prior notice to the Fire Director or his designated representative, elected representatives of the Association shall be permitted time off to attend negotiating sessions mutually scheduled between the City and the Association, grievance hearings and meetings or sessions which might affect the rights and/or obligations of any employee provided the efficiency of the department is not affected thereby and the number of representatives involved is reasonable under the circumstances. Wherever possible, such meetings and sessions will be scheduled during the non-working hours of the representative involved. If the Fire Director or his designee determines that efficiency of the department might be affected by the attendance of the number of representatives the Association determines is necessary to attend a meeting, then at the option of the Association, the meeting may be postponed.

B. The City agrees to notify the individual employee if any material derogatory to him is placed in his personnel jacket.

C. The City and Association hereby agree that pursuant to N.J.S.A. 34:13A-5.3 each employee shall have the right to freely and without fear of penalty or reprisal form, join and assist the Association, or to refrain from any such activity. The City and the Association agree that neither shall discriminate against any

employee with respect to hours, wages, or any terms or conditions of employment by reasons of such employee's membership or lawful activity in the Association or such employee's refusal to join in any such activity, or the institution by any employee of a grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

D. A personnel file shall be established and maintained for each employee covered by this agreement. Such files are confidential records and shall be maintained in the office of the Fire Chief, and may be used for evaluation purposes by the Fire Chief, Mayor and/or Governing Body only.

E. Upon advance notice and at reasonable times, any employee may at any time review his personnel file. However, this appointment for review must be made through the Fire Chief or his designated representative.

F. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. If discipline is to be imposed, then the identity of the complainant shall be made known to the employee.

G. All personnel files will be carefully

maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by a member of the Fire Department shall subject that member to appropriate disciplinary action.

ARTICLE V

WORK WEEK

A. It is agreed the normal work week for bargaining unit employees shall be an average of forty-two (42) hours computed over the period of the full fiscal year on an eight (8) week cycle.

1. For employees assigned to the Fire Prevention and the Headquarters Staff, the normal work day shall be from 8 o'clock a.m. to 4 o'clock p.m., and the normal work week shall be five (5) days, Monday through Friday.

B: In any instance where a change is to be made in the work week, such change shall not be implemented in fewer than ninety (90) days during which time the parties to this contract shall meet and negotiate concerning all negotiable issues related thereto.

ARTICLE VI

OVERTIME

A. When an employee has worked overtime during any given week, the superior officer in charge of that tour shall record same on his time sheets.

B. Overtime is defined as work in excess of the employee's regularly assigned work week as defined in Article V and shall be compensated for at one and one-half (1 1/2) times the employee's regular base rate of pay. An employee requested to work overtime shall receive a minimum of one hour's pay at time-and-one-half.

C. Payment for overtime shall, if practical, be included in the next salary check due the employee.

D. An employee called in to work outside his regularly scheduled hours shall be guaranteed two (2) hours' work at his overtime pay rate. The call-in provisions shall not apply when an employee is called to report early for his regular tour and works into his regular tour or when an employee is held over on duty after his regular tour.

E. 1. Rehire shall be at the discretion of the Director or his designee. Employees may be rehired when manpower falls below minimum requirement to man the apparatus. This is not to be mistaken for giving up premium pay in the area of recall or call-in-duty

2. Employees rehired shall be paid at the

rate of 1.5 times regular daily rate of pay.

3. If an employee is rehired and injured, the City shall pay the employee for the entire tour that he was rehired for.

F. The City agrees to rehire an Officer for an Officer when a vacancy occurs due to illness, injury vacation, holiday time, provided manpower falls below minimum requirements.

ARTICLE VII

WAGES

A. The annual base salaries to be paid to the following employees of the City shall be as follows:

1. Wages shall be increased as follows:

effective January 1, 1991 - 7.5 per cent
effective July 1, 1991 - 1.5 per cent
effective January 1, 1992 - 6.0 per cent
effective January 1, 1993 - 5.5 per cent

EFFECTIVE DATE

<u>CLASSIFICATION</u>	<u>1/1/91</u>	<u>7/1/91</u>	<u>1/1/92</u>	<u>1/1/93</u>
Deputy Chief	\$58943.00	\$59827.00	\$63417.00	\$66905.00
Battalion Chief	\$53135.00	\$53932.00	\$57168.00	\$60312.00
Captain	\$49439.00	\$50181.00	\$53192.00	\$56117.00
Lieutenant	\$45100.00	\$45777.00	\$48524.00	\$51192.00

B. Those individuals assigned to Fire Prevention Bureau or who work out of Fire Headquarters shall additionally receive:

effective January 1, 1991 - \$1,000.00
effective January 1, 1992 - \$1,250.00
effective January 1, 1993 - \$1,250.00

ARTICLE VIII

LONGEVITY

A. All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay in accordance with the following longevity program:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE PAY</u>
Upon completion of 5 years	2%
Upon completion of 10 years	4%
Upon completion of 15 years	6%
Upon completion of 20 years	10%
Upon completion of 25 years	12%
Upon completion of 30 years	14%

ARTICLE IX

HOLIDAYS

A. 1. As of January 1, 1991, employees, other than those assigned to the Fire Prevention Bureau or any officer assigned to the Headquarters Staff shall be entitled to a total of seven (7) paid holidays, with the option to take time off in lieu of pay for one (1) such day.

2. Payment for holidays shall be computed on a 24-hour basis, one day equal to one ninety-first (1/91) part of the annual base salary, including longevity.

3. Sections A1 through A2 inclusive shall apply so long as the Department shall work what is commonly referred to as the one-three (1-3) schedule of one twenty-four (24) hour day on duty followed by 72 hours off. If the City at some future date reverts to the ten-fourteen work schedule, paid holidays shall be renegotiated accordingly.

B. Subject to departmental manpower requirements, all compensatory time earned under this Article must be used within the year in which it is earned, except in case of illness or emergency, or other special circumstances to be determined at the discretion of the Chief or Director.

C. Employees in the Fire Prevention Bureau or any officer assigned to the Headquarters Staff shall receive paid holidays in accordance with general City Hall

practices.

D. Payment shall be made by the City in conjunction with the payroll nearest November 15th of each year.

ARTICLE X

VACATIONS

A. As of January 1, 1992 employees shall be entitled to annual vacations based upon rank hereinafter provided:

Deputy Chief	12 work days
Battalion Chief	11 work days
Captain	10 work days
Lieutenant	9 work days

1. As of January 1, 1993 all employees shall receive one (1) additional vacation day.

2. Employees assigned to the Fire Prevention Bureau, or any officer assigned to the Headquarters Staff shall receive vacation at the rate of three (3) times the days listed above for their rank. Such employees shall also receive two (2) personal days in each year, which days shall be taken during the calender year and shall not be carried forward. Where days have not been used, employees shall receive pay in lieu of time.

B. All vacations shall be granted at annual salary rates

C. Vacations shall be scheduled by the Director or his designee in his discretion giving preference to employee choice according to seniority where practicable and where consistent with continued efficient operations.

D. The vacation period shall be the calender year from the 1st day of January to the 31st day of December.

E. If an employee is required by the Director or his designee to work during his vacation period and if a mutually acceptable rescheduled vacation cannot be agreed upon, then, in addition to his usual pay the employee shall receive vacation pay in lieu of his vacation or, in the alternative, have his vacation period rescheduled for a future date.

ARTICLE XI

SICK LEAVE

A. An employee is entitled to one (1) day's sick leave pay for each month of service, after completion of the probationary period from the date of appointment to December 31 of that year. Thereafter, fifteen (15) days of paid sick leave shall be granted each year.

B. Sick leave shall accumulate during each employee's tenure.

C. Sick leave may be used by an employee for personal illness and illness of a member of his family which requires his attendance upon the person who is ill or which requires his being quarantined by a physician because of a disease which is certified by the City Health Officer as being a contagious disease or due to an off-duty injury.

D. In the event a fire officer's illness causes him to be absent from work, he shall submit on request a physician's certificate to the Chief and Director after two consecutive work days as to each illness and the physician shall indicate when the officer may be expected to return to work. From the sixth illness on, a doctor's certificate as above set forth shall be required.

E. In the event that an employee becomes ill, injured or disabled while in the performance of his duties, he shall be entitled to sick leave in accordance with provision of N.J.S.A. 11:24A-3. In the event of any sickness or disability not connected with the employee's employment he shall likewise be entitled to

accumulated sick leave in accordance with the above-mentioned statute.

F. The employee shall be subject to a physical examination at the discretion of the Director or his designee to determine the employee's ability to continue his employment.

G. Fire Prevention and officers assigned to the Headquarters Staff working the 8 hour schedule shall submit upon request a doctor's slip for each illness that exceeds three (3) working days.

H. Sick leave shall be used in the following order:

1. The first sick leave day shall be taken from the current year's fifteen (15) day allocation.

2. After the then current year's fifteen (15) days allocation has been exhausted, unused accumulated sick days from prior years shall next be used.

3. When all available accumulated unused sick days from prior years have been exhausted, then the employee shall be entitled to unlimited sick leave up to a maximum of one (1) year.

(a) Once an officer uses up accumulated sick leave, he shall next be required to utilize vacation, compensatory and holiday time, and only thereafter may incur a negative sick leave balance.

(b) An officer who is on sick leave, has a negative sick leave balance and has been out sick for a period of six (6) months or more in

the preceding twelve (12) month period shall accrue benefit (sick leave, vacation, holiday and clothing allowance) on a pro rata basis.

At retirement, all available accumulated unused sick days shall be compensated according to the provisions of Article XII of this Agreement.

4. The City of Passaic agrees to do all acts necessary in accordance with law to effectuate this sick leave Article including, but not limited to, exercising such actions as may be required under N.J.S.A. 40A:14-16.

I. Where a medical certificate is presented, establishing that an employee will be unable to perform his duties for a protracted period of time, the Chief shall on request permit such employee to leave his residence without the need to call in or out at a regular interval.

J. When an employee is on sick leave, he must notify the Chief or the officer in charge at least 1 hour before he is to report for work that he is available for duty and will be reporting for work that day. If the employee fails to do so, he shall be docked for 4 hours' pay if another employee is rehired, but shall not have to work the first 4 hours on the shift. The rehired

employee shall be guaranteed 4 hours' pay at his regular straight time rate and shall be required to work the 4 hours.

ARTICLE XII

SUPPLEMENTAL COMPENSATION UPON RETIREMENT

A. Each employee shall be entitled upon retirement for service and age disability, from State administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.

B. Such supplemental compensation payment shall be computed at the rate of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the employee's average annual base salary received during his last year of employment prior to the effective day of his retirement.

C. No lump sum supplemental compensation payment shall exceed \$18,000.00.

D. It shall be the option of the City to pay the lump sum supplemental compensation payment in one (1) lump sum or to pay such monies over a four (4) year period in the form of an annuity with the City paying seven (7) percent interest per year.

E. The lump sum supplemental compensation provided herein or accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employee.

F. Any employee who returns to service after permanent

separation which he has accepted, and thereafter, accepts the City's conditions for his return to employment shall have his sick leave accumulated only from the date of his return to employment.

G. In the event of an employee's death after the effective date of retirement or before payment is made, the payment shall be made to his estate.

H. The supplemental compensation payment upon retirement shall also apply to the benefit of the estate of any employee who dies while in the employ of the City.

Sample Computation of Supplemental Retirement Compensation

Per:

ARTICLE X11, Paragraph B

Notwithstanding any other provision of this Agreement to the contrary, it is expressly understood and agreed by and between the parties hereto that all supplemental compensation payment made upon retirement shall be based upon a work year consisting of 260 work days.

The formula to be used to calculate the supplemental compensation to be paid upon retirement shall be 260 annual work days divided into the individual's yearly salary which sum shall be multiplied by the number of sick days divided by one-half. The following shall serve as an illustration of the formula:

<u>Yearly Salary</u>		<u>Daily Salary</u>		
\$26,000	÷ 260 days	=	\$100	x 50 sick days = \$5,000
\$5,000	÷ 1/2(one-half)	=	\$2,500	supplemental compensation

In addition to the foregoing, it is expressly understood and agreed by the parties hereto that in no event shall the amount of supplemental compensation paid upon retirement exceed \$18,000.00.

ARTICLE XIII

LINE OF DUTY INJURY

A. Any employee who is injured in the line of duty shall not have his sick leave experience charged for any time lost as the result of such line of duty injury. Determination of the medical factors involved in connection with the foregoing, including the extent of injury, duration of disability and whether the injury is work connected, shall be made by a physician chosen by the City. Physical examinations may be made periodically and as often as the physician shall determine as being required.

B. In the event the City pays an employee salary pursuant to a line of duty connected injury leave, the employee shall transmit to the City any workmen's compensation temporary disability payments received for such line of duty connected injury.

ARTICLE XIV

DEATH IN FAMILY

A. In the event of death in the employee's family, time off necessary to arrange for the funeral and attend the service up to a maximum of three (3) days without loss of pay at the employee's regular rate of pay shall be granted to him if he actually attends the funeral services during the time he would be required to be on his normal tour of duty.

B. Those designated as "immediate family" are the employee's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster child, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren.

C. The Director or his designee, in his sole discretion, may extend such leave for a period of more than three (3) days.

ARTICLE XV
MILITARY LEAVE

A. Where any employee is a member of the National Guard, Air National Guard, or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a military leave of absence without loss of pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.

B. When an employee has been called to active duty or inducted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such employee must be reinstated without loss of privileges of seniority, provided he receives an honorable discharge and he reports for duty with the City within ninety (90) days following his honorable discharge from military service.

ARTICLE XVI

SPECIAL LEAVE

A. Special leave may be granted without loss of pay if notice is given to the Officer in Charge and the employee is able to get another employee to take his place, without any additional cost to the City. Said leave shall be granted at the discretion of the Chief and permission shall not be unreasonably withheld.

ARTICLE XVII

LEAVE WITHOUT PAY

A. The Director or his designee on the request of an employee and after reasonable notice may grant a six (6) month leave of absence without pay to said employee. Said leave may only be granted by the Director or his designee when he receives a written request signed by the employee. The Director or his designee may extend such leave for an additional six (6) months upon approval of the Governing Body. Additional leave may be approved only with the consent of the Department of Personnel. If, however, said employee overstays such leave, his employment with the City shall be deemed to have terminated.

ARTICLE XVIII

INSURANCE

A. All employees of the Fire Department covered by this Agreement, and the eligible members of their immediate families, shall be covered by the following health benefits, the premiums of which shall be paid for by the City: Blue Cross, Blue Shield, Rider "J", major medical, dental care insurance with the New Jersey Dental Service Plan, Vision Plan and Paid Prescription Plan or self-insurance plan equal to or superior in benefits to any or all of the above.

B. Life insurance shall be continued after retirement at no cost to the employee as authorized by New Jersey State Statute 40A:10-23.

C. 1. The City agrees to pay the premium for such medical, surgical and individual's and dental insurance, as shall be in effect at the time of retirement for all retired employees who have completed on retirement twenty-five (25) years of service to the City, and who have not elected a deferred retirement benefit, but including the employees who retired on disability, pensions based on fewer years of service granted in such retirement system. This provision specifically excludes prescription, vision and family dental.

2. It is further understood that the premium to be paid shall include the employee's dependents and such dependent coverage

shall continue after the employee's death, even if such death occurs after retirement.

D. The City shall have the right to undertake a self-insurance program which will cover medical and surgical benefits for employees covered by this Agreement. Any medical or surgical self-insurance plan or program which the City may establish or join shall provide benefits which are equal or better than the benefits available to employees covered by this Agreement under the present medical/surgical program

E. The City will provide at its expense one (1) inoculation per year to all employees requesting same.

F. The City agrees to pay the premium for a prescription plan to be obtained from Paid Prescription Plan of Paramus, said plan entitled "Plan 4", which includes a \$1.00 deductible, oral contraceptives and family members up to twenty-three (23) years of age.

ARTICLE XIX

CLOTHING/MAINTENANCE ALLOWANCE

A. All employees of the Fire Department covered by this Agreement shall be entitled to a annual clothing allowance of seven hundred fifty (\$750.00) dollars payable semi-annually in 1991. In 1992, the clothing allowance shall be increased to eight hundred (\$800.00) dollars payable semi-annually. In 1993, the clothing allowance shall be increased to eight hundred fifty (\$850.00) dollars payable semi-annually. Said allowances shall be paid on June 1st and December 1st of each year.

B. The city shall pay one hundred (100) percent of the cost of replacement of all turnout gear damaged in the line of duty.

C. Members of the bargaining unit shall be reimbursed for damage or loss to rings, watches or eyewear worn on the job. Such reimbursement shall not exceed one hundred dollars (\$100.00) per item. The City may require documentation of any claimed loss or damage to personal property.

ARTICLE XX

COLLEGE CREDITS

A. The sum of twenty (\$20) per year for each credit hour completed and for which credit has been given on and after January 1, 1974 with respect to a college course which is part of a degree program in Fire Science leading to a Baccalaureate, Masters or Associate degree, will be added to the employee's base salary subject to the following conditions: (1) The college credits must be earned at an accredited institution recognized by the New Jersey Board of Higher Education or the Department of Education; (2) The employee must have earned a grade of "C" or better or equivalent grade for the course. The maximum number of such credits for which an employee shall receive such remuneration shall not exceed a total of one hundred and twenty (120).

B. Notwithstanding the effective date of January 1, 1974, it is understood that any employee who, after January 1, 1973, enrolled in a course directly related to Fire Science will receive additional remuneration at the rate of twenty (\$20) per year for each credit in such course which he completed and earned within the terms and conditions set forth in Section A above.

C. The additional remuneration provided for in this article shall be added to the employee's base rate and become a part thereof, without affecting the ranges, only upon presentation to the Director or his designee of a proper certification from the accredited institution attended by the employee setting forth the course, the number of credit hours completed and the grade received.

Such additional remuneration shall be added to base pay two (2) months after receipt of such proper certification. No fire credits being paid to any officer prior to the effective date of this agreement shall be taken away.

ARTICLE XXI

ACTING ASSIGNMENTS

A. Employees acting in a grade higher than their permanent grade will be compensated at the rate of One Hundred (100) percent of the differential between their permanent and acting grade in addition to their base pay for their permanent grade for the period so acting.

ARTICLE XXII

ASSOCIATION - MANAGEMENT COMMITTEE

A committee consisting of representatives of the City and the Association may be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise, but not to include amendment of this Agreement. Said Committee will meet when reasonably necessary. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

ARTICLE XXIII

MISCELLANEOUS

A. School is defined as any institution under the control and supervision of, or approved and licensed by the New Jersey State Department of Education or the Department of Education.

B. The established annual salary shall mean base salary plus longevity pay.

C. A full-time employee shall, for the purpose of determining salary benefits, increments, longevity, and any or all other fringe benefits or compensation, excluding vacations, whose appointment occurs on or after the first day of January, but before the first day of July of this year or any other subsequent year, be considered to have been appointed January 1 of such year unless otherwise provided by the City. Employees appointed on or after the first day of July but before the first day of January of the subsequent year shall be considered to have been appointed January 1 of such subsequent year unless otherwise provided by the City.

D. 1. It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. It is agreed that there will not be and that the Association, its officers, members, agents, or principals, will not engage in, encourage

sanction, or suggest strikes, slowdowns, or other action which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, or other concerted action which would involve suspension or interference with normal work performance.

E. The City and the Association understand and agree that all provisions of this agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under the applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

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

G. The City shall see that employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State law.

H. This Agreement shall not be modified in the whole or in part by the parties except by an instrument in writing duly executed

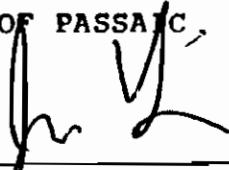
by both parties.

ARTICLE XXIV
TERM OF AGREEMENT

A. The provisions of this Agreement shall be effective as of January 1, 1991 and shall terminate on December 31, 1993, except as to those provisions of this Agreement which expressly provide a later effective date. Thereafter the Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties unless replaced by a new Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives and officers executed this Agreement of the FIRST day of SEPT, 1992.

CITY OF PASSAIC,



Salvatore G. Scellaro

PASSAIC FIRE OFFICERS ASSOCIATION

