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AGREEMENT

BETWEEN

THE CITY OF PASSAIC, IN THE COUNTY OF PASSAIC

AND

PASSAIC FIREFIGHTERS ASSOCIATION

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JANUARY 1, 1995 THROUGH JUNE 30, 1999

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*[Handwritten initials]*  
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**PREAMBLE**

This Agreement entered into this 12<sup>th</sup> day of December, 1997, 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 Fighters Association, a/w Passaic F.M.B.A. Local #13, hereinafter referred to as the "PFA", is designed to maintain and promote a harmonious relationship between the City of Passaic and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered. This Agreement represents the complete and final understanding on all bargainable issues between the City and the PFA.

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**ARTICLE I**  
**RECOGNITION**

A. The City hereby recognizes the PFA as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Firefighters of the Passaic Fire Department, including Firefighters in specializations such as Fire Prevention and Dispatcher, but excluding managerial executives, craft and professional employees, Policemen and supervisors as defined in the Act.

B. Unless otherwise indicated, the terms "Firefighter", "employee", or "employees", when used in this Agreement refer to all persons represented by the PFA in the above-defined negotiating unit.

*JJW.*  
*JFS*

**ARTICLE II**

**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

It is recognized and agreed that the City possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the written provisions of this Agreement. These rights include but are not limited to: selection and direction of its employees, to hire, promote, transfer, assign and retain employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action for just cause against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with the written provision of this Agreement, subject to any obligation to negotiate such rules under N.J.S.A. 34:13A-5.3; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the City may take whatever actions may be necessary to carry out the mission of the facility or department in an emergency situation, subject to its obligations under this Agreement.

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### ARTICLE III

#### DISCIPLINE AND DISCHARGE

A. 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.

B. A complaint charging a violation of the internal rules and regulations shall be filed no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based. The 45-day time limit shall not apply if an investigation of a firefighter for a violation of the internal rules or regulations is included directly or indirectly within a concurrent investigation of that firefighter for a violation of the criminal laws of this State. The 45-day limit shall begin on the date after the disposition of the criminal investigation. The 45-day requirement of this paragraph for the filing of a complaint against a firefighter shall not apply to a filing of a complaint by a private individual.

C. 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 PFA representative.

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



**ARTICLE IV**  
**NON-DISCRIMINATION**

A. The City and the PFA agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the PFA against any employee because of the employee's membership or non-membership or activity or non-activity in the PFA.

B. The City and the PFA agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation or place of residence.

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## ARTICLE V

### 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 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 Four (4) 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 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 alleged, implied or assumed obligation, except as shall arise under the express provisions of this contract;

(c) Would require an Arbitrator to rule on, consider or decide a modification of negotiated rates of pay, or the level, title or other designation of an employee's job classification;

(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 PFA shall institute action under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate superior for the purpose of resolving the matter informally. Failure to act within said twelve (12) calendar days shall be deemed to constitute an abandonment of the grievance. This step may be skipped if the grievance is due to an Order or Directive from the Chief.

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 PFA may present the grievance in writing within seven (7) calendar days thereafter to the Fire Chief 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 remedy requested by the grievant. The Fire Chief or his designee may, upon mutual agreement, meet with the PFA representative. The Fire Chief or his designee will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance or meeting with the PFA representative.

Step 3 If the aggrieved or the PFA does not accept the decision of the Fire Chief or his designee, the employee or the PFA 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 steps, the applicable section of the contract violated, and remedy requested by the grievant. The director or his designee may, upon mutual agreement, meet the PFA 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 PFA representative. If the Director's position is being filled temporarily by the Mayor, this step should be bypassed.

Whenever the Director's position is being filled by the Business Administrator, a Council Member or the Mayor, or one of these is serving as the Acting Director, skip the Director's step in grievance procedure.

Step 4 If the aggrieved or the PFA does not accept the decision of the Director or his designee, the aggrieved or the PFA 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 a PFA 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 PFA representative.

Step 5 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 the Rules and Regulations of the Public Employment Relations Commission. The cost of the services of the arbitrator shall be borne equally by the City and the PFA. 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 Laws 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 Director or his designee and in accordance with available manpower, the designated PFA 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 been 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 VI**  
**PFA SECURITY**

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues of the PFA. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9 (e), as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the PFA and verified by the City Treasurer, during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the PFA shall furnish the City written notice thirty (30) days prior to the effective date of the change and shall furnish to the City either new authorizations from its members showing the authorized deduction from each employee, or an official notification on the letterhead of the PFA and signed by the President of the PFA advising of such changed deduction.

D. The PFA will provide the necessary "check-off authorization" form and the PFA will secure the signatures of its members on the forms and deliver signed forms to the City Treasurer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14:15.9(e), as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the PFA and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the PFA during the month following written

notice from the PFA of the amount of the fair share assessment. A copy of written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the PFA shall be in an amount equal to the regular membership dues, initiation fees and assessments of the PFA, less the cost of benefits financed through the dues and available only to members of the PFA, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

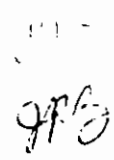
I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the PFA to engage in lobbying activity designed to foster its policy goals and collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the PFA shall provide advanced written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

K. The PFA shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the PFA. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.



L. The PFA shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the PFA to the City, or in reliance upon the official notification in the letterhead of the PFA and signed by the President of the PFA, advising of such changed deduction.



**ARTICLE VII**  
**WORK WEEK**

A. It is agreed the normal work week for unit employees, other than those assigned to the Fire Prevention Bureau and switchboard operators, shall be an average of forty-two (42) hours computed over the period of the full fiscal year.

1. Employees other than those excepted above shall work the following schedule: One day of the twenty-four (24) hours on duty followed by three (3) days of twenty-four (24) hours off duty followed by one day of twenty-four (24) hours on duty, etc.

2. Employees assigned to the 10-14 schedule shall work as follows: two (2) days of ten (10) hours each (8 a.m. to 6 p.m.) followed by forty-eight (48) hours off followed by two (2) nights of fourteen (14) hours each (6 p.m. to 8 a.m.) followed by seventy-two (72) hours off followed by two (2) days of ten (10) hours each (8 a.m. to 6 p.m.), etc.

3. For employees assigned to the Fire Prevention Bureau, and the Chief's Aide, 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 VIII**  
**OVERTIME**

A. 1. When an employee works in excess of his regularly assigned work week or work schedule, as provided for in Article VII, he shall be paid in money for such overtime work at one and one-half (1 ½) times his regular hourly rate.

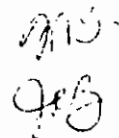
2. When an employee is required to work in excess of his regular tour of duty, the employee shall be compensated for a minimum of one (1) hour at the overtime rate, provided employee works a minimum of one hour.

B. An employee called in to work outside of 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 shift and works into his regular shift or when an employee is held over on duty after his regular shift.

C. 1. Re-hire shall be at the discretion of the Director or his designee. Employees may be re-hired when manpower falls below minimum requirement, to man the apparatus. Re-hire shall be done at a ten (10) - fourteen (14) work schedule basis.

2. The PFA will supply the Fire Chief with a list of volunteers who will be the first employees called for re-hire. If no volunteers accept the re-hire, the Chief or his designee shall be able to order an employee back to work on a re-hire from the availability list.

3. Employees shall be permitted to add or remove their name from the volunteer list at any time upon prior written notice to the Fire Chief and the Director and the PFA.



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

5. Employees re-hired shall be paid at the rate of one and one-half (1 ½) times regular daily rate of pay.

D. Overtime payment records shall be submitted by the Fire Department to the Finance Department twice monthly.

E. Twice per year, Firefighters shall indicate whether or not they wish to be on the overtime list. If they so indicate, only those Firefighters who volunteered will be required to work overtime in the event that no one volunteers for the overtime. Nothing in this section or this article restricts the City's right to require overtime by any firefighter whenever required for the health and welfare of the City and/or its residents.

**ARTICLE IX**

**WAGES**

**A. For employees hired on January 1, 1994 and thereafter:**

**1. Commencing January 1, 1995, the annual base salaries to be paid to the following employees of the City shall be as follows:**

	<b>Classification</b>	<b>Base Salary</b>
Firefighter	Initial six months of service	\$23,223.00
Firefighter	2nd six months of service	\$27,446.00
Firefighter	2nd year of service	\$31,668.00
Firefighter	3rd year of service	\$34,827.00
Firefighter	4th year of service	\$38,129.00
Firefighter	5th year of service	\$41,432.00
Firefighter	6th year of service	\$44,735.00
Firefighter	7th year of service	\$48,039.00

**2. Commencing July 1, 1995, the annual base salaries to be paid to the following employees of the City shall be as follows:**

	<b>Classification</b>	<b>Base Salary</b>
Firefighter	Initial six months of service	\$23,920.00
Firefighter	2nd six months of service	\$28,269.00
Firefighter	2nd year of service	\$32,618.00
Firefighter	3rd year of service	\$35,871.00
Firefighter	4th year of service	\$39,273.00
Firefighter	5th year of service	\$42,675.00
Firefighter	6th year of service	\$46,077.00
Firefighter	7th year of service	\$49,480.00

**3. Commencing July 1, 1996, the annual base salaries to be paid to the following employees of the City shall be as follows:**

	<b>Classification</b>	<b>Base Salary</b>
Firefighter	Initial six months of service	\$24,637.00
Firefighter	2nd six months of service	\$29,117.00
Firefighter	2nd year of service	\$33,597.00
Firefighter	3rd year of service	\$36,948.00
Firefighter	4th year of service	\$40,452.00

Firefighter	5th year of service	\$43,956.00
Firefighter	6th year of service	\$47,459.00
Firefighter	7th year of service	\$50,965.00

4. Commencing July 1, 1997, the annual base salaries to be paid to the following employees of the City shall be as follows:

	Classification	Base Salary
Firefighter	Initial six months of service	\$25,377.00
Firefighter	2nd six months of service	\$29,991.00
Firefighter	2nd year of service	\$34,604.00
Firefighter	3rd year of service	\$38,056.00
Firefighter	4th year of service	\$41,665.00
Firefighter	5th year of service	\$45,274.00
Firefighter	6th year of service	\$48,883.00
Firefighter	7th year of service	\$52,493.00

5. Commencing July 1, 1998, the annual base salaries to be paid to the following employees of the City shall be as follows:

	Classification	Base Salary
Firefighter	Initial six months of service	\$26,138.00
Firefighter	2nd six months of service	\$30,890.00
Firefighter	2nd year of service	\$35,643.00
Firefighter	3rd year of service	\$39,198.00
Firefighter	4th year of service	\$42,915.00
Firefighter	5th year of service	\$46,632.00
Firefighter	6th year of service	\$50,350.00
Firefighter	7th year of service	\$54,068.00

B. For employees hired before January 1, 1994:

1. Commencing January 1, 1995, the annual base salaries to be paid to the following employees of the City shall be as follows:

	Classification	Base Salary
Firefighter	Starting	\$34,827.00
Firefighter	Second year of service	\$38,129.00

Firefighter	Third year of service	\$41,432.00
Firefighter	Fourth year of service	\$44,735.00
Firefighter	Top level	\$48,039.00

2. Commencing July 1, 1995, the annual base salaries to be paid to the following employees of the City shall be as follows:

	Classification	Base Salary
Firefighter	Starting	\$35,871.00
Firefighter	Second year of service	\$39,273.00
Firefighter	Third year of service	\$42,675.00
Firefighter	Fourth year of service	\$46,077.00
Firefighter	Top level	\$49,480.00

3. Commencing July 1, 1996, the annual base salaries to be paid to the following employees of the City shall be as follows:

	Classification	Base Salary
Firefighter	Starting	\$36,948.00
Firefighter	Second year of service	\$40,452.00
Firefighter	Third year of service	\$43,956.00
Firefighter	Fourth year of service	\$47,459.00
Firefighter	Top level	\$50,965.00

4. Commencing July 1, 1997, the annual base salaries to be paid to the following employees of the City shall be as follows:

	Classification	Base Salary
Firefighter	Starting	\$38,056.00
Firefighter	Second year of service	\$41,665.00
Firefighter	Third year of service	\$45,274.00
Firefighter	Fourth year of service	\$48,883.00
Firefighter	Top level	\$52,493.00

5. Commencing July 1, 1998, the annual base salaries to be paid to the following employees of the City shall be as follows:

	Classification	Base Salary.
Firefighter	Starting	\$39,198.00
Firefighter	Second year of service	\$42,915.00
Firefighter	Third year of service	\$46,632.00
Firefighter	Fourth year of service	\$50,350.00
Firefighter	Top level	\$54,068.00

**C. STIPENDS**

1. Effective January 1, 1994, those individuals assigned to the Fire Prevention Bureau or who work out of Fire Headquarters shall additionally receive \$3,500.

**D. NEW STIPENDS (As of January 1, 1998)**

1. Effective January 1, 1998, the City will provide annual stipends as follows for the following certifications with the following conditions:

Fire Inspector Certificate	\$500 per year
Fire Official Certification, only if assigned to Fire Prevention Bureau	\$500 per year

2. Conditions

- A. Effective date of stipends is January 1, 1998.
- B. Not in base pay; not eligible for overtime.
- C. Not in pension
- D. To be paid approximately October 1st of each year.
- E. These stipends include, on or after January 1, 1998, compensation for all time and all costs for these certifications including:
  - Initial Training
  - Additional Training
  - Re-Certification Training



F. Stipends will be paid only to those Firefighters who are required to obtain or use these certifications by the City.



3. Current conditions for EMT certifications and re-certifications will continue and both parties reserve all rights with respect to any proposed or attempted changes concerning this issue.

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**ARTICLE X  
LONGEVITY**

**A1. All employees covered by this Agreement who are receiving twelve (12%) percent or more longevity on April 11, 1997, shall be entitled to and be paid longevity pay in accordance with the following longevity program:**

<b>YEARS COMPLETED</b>	<b>PERCENTAGE OF BASE PAY</b>
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%

Note: Effective April 11, 1997, the longevity step for 12% will be paid upon completion of 24 years, not upon completion of 25 years.

(Such longevity percentage shall be applied to the base salary.)

**A2. All employees covered by this Agreement who are receiving ten (10%) percent or less longevity on April 11, 1997, shall be entitled to and be paid longevity pay in accordance with the following longevity program:**

<b>YEARS COMPLETED</b>	<b>PERCENTAGE OF BASE PAY</b>
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%



**Note:** Effective April 11, 1997, the longevity step for 12% will be paid upon completion of 24 years, not upon completion of 25 years.

(Such longevity percentage shall be applied to the base salary.)

B. Whenever in this contract the City is to pay an employee a benefit on the basis of his rate of pay, the term "rate of pay" shall be deemed to include the particular employee's longevity.

C. Longevity pay shall be paid on each employee's anniversary date of employment, and be computed as of that date. Longevity pay, in the case of salary increases, will be credited retroactively and will accordingly be computed on the new base salary.

D. Eligibility for longevity pay shall be based on the employee's employment with the City.

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designee.

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

entitled to two (2) personal days per year.

E. Firefighter employees of the Fire Prevention Bureau shall be

conjunction with the payroll nearest November 15 of each year.

D. Compensation for paid holidays shall be made by the City in

Hall practice.

Chief's Aide shall receive paid holidays in accordance with the general City

C. Employees assigned to the Fire Prevention Bureau and the

time off for up to ten (10).

Will shall receive fourteen (14) paid holidays per year with the option to take

B. Employees working the 10-14 schedule as described in Article

described in Article VII.

shall work what is commonly referred to as the one-three (1-3) schedule as

3. Sections A1 and A2 shall apply so long as the Department

base salary, including longevity.

(24) hour basis, one day to equal one-ninety first (1/91st) part of the annual

2. Payment for holidays shall be computed on a twenty-four

such day.

(7) paid holidays, with the option to take time off in lieu of pay for one (1)

Prevention Bureau and the Chief's Aide, shall be entitled to a total of seven

A. 1. Employees, other than those assigned to the Fire

**ARTICLE XI  
HOLIDAYS**