

FOR: BUSINESS  
ADMINISTRATOR

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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, 1994 through DECEMBER 31, 1994

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*[Signature]*

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PREAMBLE

This Agreement entered into this 7 day of MAY, 1996, 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.

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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.

**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 handwritten signature in black ink, appearing to be 'L. G. M. S.', is located in the upper right corner of the page.

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.

*Handwritten signature*  
A. G. M. Y.

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.

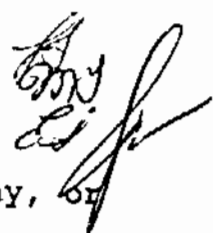
2. With respect to employee grievances, no grievance may proceed beyond Step ~~four~~ <sup>four</sup> unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

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:

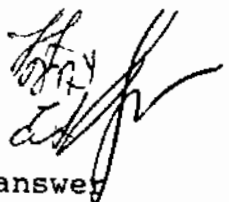
Step 1 - The aggrieved or the PFA shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate superior for the 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 ~~of~~ the Chief.

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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.

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 the 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 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 expected 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 (1½) times his regular hourly rate.

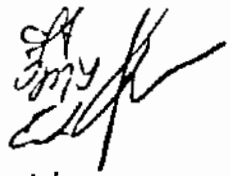
2. When an employee is required to work in excess of his regular tour of duty, the employee shall be compensated for a minimum of one (1) hour at the overtime rate, provided employee works a minimum of one hour.

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 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 (1½) times regular daily rate of pay.

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

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**ARTICLE IX**

**WAGES**

**A. Commencing January 1, 1994, the annual base salaries to be paid to the following employees of the City shall be as follows:**

	<b><u>Classification</u></b>	<b><u>Base Salary</u></b>
Firefighter -	Initial six months of service	\$22,880.00
Firefighter -	2nd six months of service	\$27,040.00
Firefighter -	2nd year of service	\$31,200.00
Firefighter -	3rd year of service	\$34,312.00
Firefighter -	4th year of service	\$37,567.00
Firefighter -	5th year of service	\$40,821.00
Firefighter -	6th year of service	\$44,075.00
Firefighter -	7th year of service	\$47,329.00

Those individuals assigned to the Fire Prevention Bureau or who work out of Fire Headquarters shall additionally receive \$3,500.00 effective January 1, 1994.

For employees hired before January 1, 1994, their salaries shall be as follows:

Firefighter -	starting	\$34,312.00
Firefighter -	Second year of service	\$37,567.00
Firefighter -	Third year of service	\$40,821.00
Firefighter -	Fourth year of service	\$44,075.00
Firefighter -	Top level	\$47,329.00

ARTICLE X

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 current longevity program, which provides two percent (2%) after five (5) years, four percent (4%) after ten (10) years, six percent (6%) after fifteen (15) years, ten percent (10%) after twenty (20) years, twelve percent (12%) after twenty-five (25) years, and fourteen percent (14%) after thirty (30) years of service. 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.

ARTICLE XI

HOLIDAYS

A. 1. Employees, other than those assigned to the Fire Prevention Bureau and the Chief's Aide, 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 twenty-four (24) hour basis, one day to equal one-ninety first (1/91st) part of the annual base salary, including longevity.

3. Sections A1 and A2 shall apply so long as the Department shall work what is commonly referred to as the one-three (1-3) schedule as described in Article VII.

B. Employees working the 10-14 schedule as described in Article VII shall receive fourteen (14) paid holidays per year with the option to take time off for up to ten (10).

C. Employees assigned to the Fire Prevention Bureau and the Chief's Aide shall receive paid holidays in accordance with the general City Hall practice.

D. Compensation for paid holidays shall be made by the City in conjunction with the payroll nearest November 15 of each year.

E. Firefighter employees of the Fire Prevention Bureau shall be entitled to two (2) personal days per year.

F. 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 Director or his designee.

G. Effective January 1, 1994, the seven (7) holidays shall become part of the base salary after completion of the nineteenth (19th) year of employment. However, holidays shall not be included in calculating the overtime rate.

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ARTICLE XII

VACATIONS

A. 1. Employees working the 1-3 schedule as defined in Article VII shall be entitled to vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Working Days</u>
One (1) through five (5)	Four (4)
Six (6) through ten (10)	Six (6)
Eleven (11) through fifteen (15)	Seven (7)
Sixteen (16) through twenty (20)	Eight (8)
Over twenty (20)	Nine (9)

2. Employees working the 1-3 schedule as defined in Article VII with less than one (1) year of service shall be entitled to paid vacation leave of one (1) working day per twenty-three (23) shifts of twenty-four (24) hours worked, not to exceed three (3) days.

B. 1. Employees working the 10-14 shift as defined in Article VII shall be entitled to annual vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Working Days</u>
One (1) through five (5)	Eight (8)
Six (6) through ten (10)	Fourteen (14)
Eleven (11) through fifteen (15)	Sixteen (16)
Over fifteen (15)	Eighteen (18)

2. Employees working the 10-14 schedule as defined in Article VII with less than one (1) year of service shall be entitled to paid vacation leave of one (1) working day per each

*Handwritten signature*

eight (8) full weeks of employment, not to exceed six (6) days.

C. Vacation time shall be computed based on the anniversary year (i.e., a Firefighter who completes five (5) years of service during any calendar year shall be entitled to six (6) days vacation during that <sup>CALENDAR</sup> year on the 1-3 schedule and fourteen (14) days under the 10-14 schedule).

D. Employees assigned to the Fire Prevention Bureau and the Chief's Aide shall receive paid vacations in accordance with general City Hall practice.

E. Vacations shall be scheduled by the Director or his designee in his discretion, and in accordance with past practice, giving preference to employee choice, where practicable and where consistent with continued efficient operations.

F. Vacations shall be picked based upon the employee's employment seniority on a shift-wide basis.

1. The Prime Vacation Period shall run from 1 June to 30 September of the calendar year.

2. Prime Vacation periods shall be picked by Seniority (time of service in the Department) regardless of rank.

3. No more than two Officers or two Firefighters shall be permitted in any one vacation period.

4. If more than three individuals request a non-prime vacation date at the same time (same Tour of duty), personnel with the longest seniority shall receive the day requested.

5. After Tour picks have been made for prime vacations, no changes shall be permitted without the permission of the Tour

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Commander.

No bumping of vacation periods shall be permitted for any reason.

6. Once non-prime vacation days have been authorized by the Tour Commander, bumping by senior men shall not be permitted.

7. Once all personnel on a Tour have had the opportunity to pick a prime vacation and openings are still vacant, the open days will be authorized on a first come-first served basis.

Should there be more requests for a day than openings, and these requests are made at the same time (same Tour of duty), seniority shall be used to determine who shall receive the requested day.

~~8. Both Tour Captains and the Tour Commander shall not be on vacation at the same time.~~

9. Dispatchers shall divide their vacation days equally between day tours and night tours.

G. The vacation period shall be the calendar year from the first day of January to the thirty-first of December.

H. Employees shall be allowed to select by seniority up to a maximum of three (3) working days vacation during the summer period if so desired. Once the total allotment of summer vacation days has been utilized, no additional employees shall be permitted to select summer vacation.

I. An employee shall be permitted to take his vacation days one (1) day at a time if the employee so desires with the

permission of the Fire Director or his designee. Said permission shall not be unreasonable withheld.

*[Handwritten initials/signature]*  
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J. Under no circumstances will an individual be allowed to accumulate vacation leave for more than two (2) years, i.e. current year and immediate prior year.

**Note:**

The parties agree to disagree as to the interpretation of paragraph J of this Article XII.

The PFA reserves its right to file a grievance depending upon the actual implementation of this paragraph J.

Both parties retain all rights regarding this matter.

5/1/74 *[Signature]*  
DAN MASON  
CITY NEGOTIATOR  
*[Signature]*  
Fire Chief

*[Signature]* Pres.  
*[Signature]* Vice Pres.  
*[Signature]*  
ATTY FOR PFA

ARTICLE XIII

SICK LEAVE



A. Sick leave shall be pursuant to N.J.S.A. 11:24A-3 and defined in this paragraph below except that no sick leave of absence shall exceed one (1) year commencing from the date of injury, illness or disability, and further providing that the Chief and Director shall have the right to cause any employee in the fire Department to submit to a physical examination to determine the employee's ability to continue his employment. Sick leave may be used for employees who are unable to work because of personal illness, exposure to contagious disease or an off-duty injury.

B. Every employee shall, in addition to his or her annual vacation leave with pay, be granted sick leave, as hereinafter defined, with pay of not less than one (1) working day for every month of service during the remainder of the first calendar year of employment following permanent appointment and fifteen (15) working days in every calendar year thereafter. If any such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence with pay if and when needed; provided that the City shall not require any of its employees who may be disabled either through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this Section during such period of disability. In computing the accumulation of sick

leave, the years of service of such employee prior to and subsequent to the adoption of N.J.S.A. 11:24A-3 shall be used.

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C. Sick leave may be used by an employee for personal illness or injury of a member of his family or household which requires his attendance upon the person who is ill or injured, or which requires his being quarantined by a physician because of disease, which is certified by the local health department of the jurisdiction where the employee resides as being a contagious disease.

D. 1. Employees working the one (1) and three (3) schedule and those working the ten (10) and fourteen (14) schedule shall submit upon request a doctor's slip for each illness that exceeds more than two (2) consecutive working days. From the sixth (6th) illness on, a medical certificate may be required.

2. Fire Prevention and Chief's Aide: Employees working the eight (8) hour schedule shall submit upon request a doctor's slip for each illness that exceeds more than three (3) consecutive working days.

3. 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 on a regular interval.

E. When an employee is on sick leave he must notify the Chief or the Officer in charge at least one (1) hour before he is to report to work that he is available for duty and will be

AND IS READY TO RETURN

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TO WORK  
*[Signature]*

*[Handwritten signature]*

reporting to work that day. If the employee fails to do so, he shall be docked for four (4) hours pay if another employee is rehired, but shall not have to work the first four (4) hours of the shift. The rehired employee shall be guaranteed four (4) hours pay at his regular straight time rate and shall be required to work four (4) hours.

F. 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 ~~unusual~~ sick days from prior years have been exhausted, then the employee shall be entitled to unlimited sick leave up the maximum of one (1) year.

*UNUSED for AMT. [Signature]*

(a) Once a Firefighter 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) A Firefighter who is on sick leave, has a negative sick leave balance and has been out sick for a period of sick (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 XIII of this Agreement.



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ARTICLE XIV

SUPPLEMENTAL COMPENSATION UPON RETIREMENT

A. Each employee shall be entitled upon retirement for service and age or disability, from State administered retirement systems to receive a 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 for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.

B. Notwithstanding any other provision of this Agreement to the contrary, it is expressly understood and agreed by and between the parties hereto that the supplemental compensation payment made upon retirement shall be based upon a work year consisting of 260 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 ( $\frac{1}{2}$ ). The following shall serve as an illustration of the formula:

<u>Yearly Salary</u>	<u>Daily Salary</u>
260 days + \$26,000 =	\$100 x 50 sick days=\$5,000
\$5,000 + $\frac{1}{2}$ (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.

C. No lump sum supplemental compensation payment shall

exceed \$18,000.00.

8/31/19.  
[Handwritten signature]

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

E. Any employee who returns to service after a 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.

F. 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.

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

H. Upon retirement, the employee has the option to be paid in one lump sum or receive one-half ( $\frac{1}{2}$ ) in the year of retirement and the other one-half ( $\frac{1}{2}$ ) at the rate of two percent (2%) interest in the following year.

ARTICLE XV

LINE OF DUTY INJURY

A. Any employee who is injured in the line of duty shall not have his sick leave experience charged for anytime lost as a result of such line of duty injury. Determination of the medical factors 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. The physician's determination shall be subject to the Grievance Procedure.

B. In the event the City pays any employee salary for a period not to exceed one (1) year, 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.

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ARTICLE XVI

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 two (2) 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 two (2) days.

D. In addition, each employee covered by this Agreement shall be granted leave without loss of pay of one (1) working day to attend the funeral services of any other relative at the discretion of the Director or his designee.

ARTICLE XVII

MILITARY LEAVE

A. Any regular employee who is called into active service, or who volunteers for service, in the Armed Forces of the United States shall be given a leave of absence for, and will accumulate seniority during such service not to exceed four (4) years. Upon the termination of such service, he will be re-employed at the rate of pay prevailing for the position to which he is assigned at the time of his re-employment, provided, however, he has not been dishonorably discharged, there is work available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge.

B. Employees shall be entitled to any other military leave in accordance with New Jersey State Statutes.

ARTICLE XVIII

SPECIAL LEAVE

Any employee, upon notice to the Officer in charge, may take leave without loss of pay for any days on which he is able to secure another employee to work in his place.

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ARTICLE XIX

PFA BUSINESS LEAVE

A. Upon notice, a representative of the PFA (the President or his representative) shall be granted time off from duty without loss of pay for all PFA business and meetings of the PFA, and for the purpose of processing grievances and matters pertaining to negotiations when such business takes place during the time the President or his representative is scheduled to be on duty.

B. The City shall grant a leave of absence without loss of pay to up to four (4) authorized delegates and the President and State Delegate of the FMBA to attend New Jersey State FMBA Conventions in accordance with the provisions of N.J.S.A. 11:26C-4.

C. Employees who are Officers of the FMBA shall be allowed to attend all general monthly meetings of the FMBA while on duty, when manpower permits. Each firehouse shall also be permitted a representative at the meetings when manpower permits.

ARTICLE XX

LEAVE WITHOUT PAY



A. Any employee may be granted, with the approval of the Director or Acting Director of the department, leave without pay up to a maximum of six (6) months, provided he shall make such request of the Officer in charge at least two (2) weeks in advance of the date for which such leave is desired, except in the case of emergency, in which case only reasonable notice for such request shall be required. Requests for leave without pay shall not be unreasonably denied.

B. Leaves of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director or Acting Director and the Business Administrator, which approval may not be unreasonably denied. No further renewal will be granted except upon approval of the Department of Civil Service.



ENT PAGE 37  
BETWEEN THE CITY OF PASSAIC AND  
ON ORIGINALLY SIGNED MAY 7, 1996

LE XXI  
ANCE ALLOWANCE

artment covered by this Agreement shall  
vance of seven hundred fifty dollars  
Said allowance shall be paid on June

rk uniforms while going to and from  
quired to perform duty which requires  
ater duty, high school duty, City Hall  
and funeral duty.

C. The City shall pay 100% of the costs of repair or replacement of all turnout gear damaged in the line of duty.

D. Members of the bargaining unit shall be reimbursed while on duty for the damage or loss to rings, watches or eyewear worn on the job. The employee must clearly indicate the loss in the incident report prepared on the day of the loss. Failure to prepare and incident report on said date shall permanently waive the employee's right to reimbursement of said loss. Such reimbursement shall not exceed \$100.00 per item. The City shall require documentation of any claim, loss or damage to personal property.

CITY OF PASSAIC

Margie Semler  
Margie Semler, Mayor

James A. K...  
Asst City Clerk

Dan Mason  
Dan Mason, City Negotiator

Louis Imperato  
Louis Imperato, City Fire Chief

5/24/96  
Date

PASSAIC FIREFIGHTERS ASSOC.

Michael J...  
President

Edward Schneider  
Vice President

\_\_\_\_\_

[Signature]  
Attorney for PFA

5-17-96  
Date

ARTICLE XXII

INSURANCE

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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 (see Paragraph G), 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 health benefits (Blue Cross/Blue Shield, Rider J, Major Medical and prescription) for the retired employee and his dependents. A dental plan will also be provided at the City's expense for the retired employee and only his spouse. For purposes of this paragraph, a retired employee is an employee who retires after twenty-five (25) years in the Pension System, and including employees who retire on a disability pension (but not those employees electing deferred retirement). This provision specifically excludes vision care coverage.

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. Said plan shall include oral contraceptives and cover family members up to twenty-three (23) years of age. Effective August 1, 1993, the paid prescription plan is changed to the following:

Generic Drugs	\$2.00	:
Legend (Brand Name) Drugs	\$5.00	
Drugs by Mail Order	\$0.00	
Family Maximum/Year	\$3,500.00	.

Once you have achieved your annual deductible on Major Medical of \$100.00, all out of pocket prescription costs will be reimbursed at the rate of 80%. The City agrees to provide a paid prescription benefit to retirees and members of the family as of January 1, 1993.

G. Effective August 1, 1993, the dental plan is as follows:

- Preventive/Diagnostic (No deductible)...pays 100% of costs
- Remaining Basic Benefit.....pays 75% of costs  
(Deductible \$25.00/Patient or \$75.00/Family otherwise)
- Crowns, Inlays, Gold Restorations.....pays 50% of costs  
(Deductible \$25.00/Patient or \$75.00/Family otherwise)

Prosthodontics.....pays 50% of costs  
(Deductible \$25.00/Patient or \$75.00/Family otherwise)

Annual Maximum/Patient.....\$1,000.00 per year

Orthodontics (Children only) pays 50% of costs  
(up to \$1,500.00 lifetime benefit/patient)

Employees who currently have Delta Care, a dental HMO, will be able to continue in this program and new enrollees will be accepted. The HMO requires utilization of a plan dentist in exchange for smaller copayments on many procedures. The City agrees to provide this Dental Plan to retirees and their spouses.

H. In the event of the death of an active or retired employee, the City agrees to pay the premium for health benefit insurance for the employee's wife and eligible dependents until the wife is eligible to receive Medicaid and the dependents lose such status. NOTE: This paragraph shall only become effective if the statute(s) is amended, or if the City changes from the State Health Benefits Plan to a different Health Insurance Plan.

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ARTICLE XXIII

ACTING ASSIGNMENTS

A. All acting assignments in the classification of lieutenants shall be at the discretion of the department. Such discretion shall not be unreasonable exercised in favor of or against any particular individual.

B. Any employee assigned to serve as acting lieutenant shall be paid for all such services at the base rate of pay for the position in which the employee is acting.

C. Acting assignment payment records shall be submitted by the Fire Department to the Finance Department twice monthly.

ARTICLE XXIV

COLLEGE CREDITS



A. The sum of twenty dollars (\$20.00) 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 Associates degree, will be added to the employee's base salary subject to the following conditions: (1) the Director or his designee must approve the program and the course in advance and in writing; (2) the college credits must be earned at any accredited institution recognized by the New Jersey Board of Higher Education; (3) the employee must have earned a grade "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 dollars (\$20.00) per year for each credit in such course which he completed and earned within the terms and conditions set forth in Section A above, except as to prior approval.

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


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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.

D. The City shall pay for courses required and shall allow for time off to attend such courses.

ARTICLE XXV

SENIORITY

A handwritten signature in black ink, appearing to be 'H. J. ...', is located in the top right corner of the page.

A. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire.

B. The employee's length of service shall not be reduced by time loss due to authorized leave of absence or absence for bona fide illness or injury certified by the physician not in excess of one (1) year.

C. Seniority shall be lost and employment terminated if any of the following occur: (1) discharge for just cause; (2) resignation.



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ARTICLE XXVI

PROBATIONARY PERIOD

A. To enable the City to exercise sound discretion in the filling of positions within the Fire Department, no appointment to the position of Firefighter in the Fire Department shall be deemed final and permanent until the expiration of a period of twelve (12) months' probationary period. The City may terminate the employment of any such probationary employee at its sole discretion without recourse to the grievance procedure by such employee.

B. Nothing contained herein shall be used to deny any employee of any rights or any benefits to which he may be entitled under the Pension Provisions of the New Jersey Police and Firemen's Pension System covering employees of the Fire Department.

ARTICLE XXVII

TRANSFERS



A. Transfers will be made at the discretion of the Director or his designee. On a request for transfer initiated by the employee, there must be an existing vacancy before such transfer can be made.

B. The Director or his designee will not unreasonably deny mutual swaps between companies. The Director or his designee shall act reasonable in making such transfers and seniority, physical ability and qualifications shall be considered by the Director or his designee in making, granting or denying such transfers.

C. As vacancies occur, notice of such vacancy will be posted in each firehouse.

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ARTICLE XXVIII

MUTUAL AID COVERAGE

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.

ARTICLE XXIX

EMPLOYEES' DUTIES



In addition to the limitations set forth above, employees covered by this Agreement shall be assigned only to duties which are related to fire-fighting, fire prevention, rescue, salvage, overall work, care and maintenance of firefighting equipment and the present daily work scheduled for each firehouse, and surrounding firehouse property, which duties shall not include the performance of any patrol work.

ARTICLE XXX

BULLETIN BOARDS

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A. The PFA will provide, at their own expense, one (1) bulletin board at each firehouse for the posting of notices relating to meetings and official business of the PFA only.

B. The City shall have the right to remove from any bulletin board any material which does not conform with the intent of the above provisions of this Article.

ARTICLE XXXI

RULES AND REGULATIONS

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A. Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the PFA representative before they are established.

B. The provisions of this Agreement will govern, where applicable, any inconsistent rules, regulations or ordinances or any other provisions or manual or law notwithstanding.

ARTICLE XXXII

PERSONNEL FILES

A. 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.

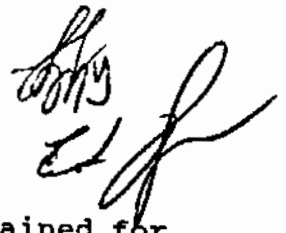
B. Upon advance notice and at reasonable times, any employee may at any time review his personnel file. However, this appointment for review must be made through the Fire Chief or his designated representative.

C. 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.

D. 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 XXXII

PERSONNEL FILES

A handwritten signature in black ink, appearing to be 'L. H. S.', is located in the upper right corner of the page.

A. 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.

B. 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.

C. 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.

D. 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 XXXIII

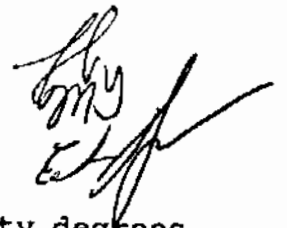
PFA-MANAGEMENT LIAISON COMMITTEE

A handwritten signature in black ink, appearing to be 'Ed P', is located in the upper right corner of the page.

- A. The City and the PFA agree to establish a "PFA-Management Liaison Committee."
- B. The PFA shall be entitled to assign no more than two (2) PFA members to the Committee.
- C. The Committee will meet at mutually agreed upon times.
- D. It is understood that any discussion and/or recommendation of the Committee is non-binding on any party or individual, and is solely advisory.

ARTICLE XXXIV

MISCELLANEOUS

A handwritten signature in black ink, appearing to be 'L. M. J.', is located in the upper right corner of the page.

A. When the temperature goes below the number forty degrees Fahrenheit (40F) or above the number eighty degrees Fahrenheit (80 F), there shall be no outside training except in emergency situations. In-service inspections may be held when the temperature is from the number 40 degrees Fahrenheit (40 F) to the number eighty-five degrees Fahrenheit (85 F).

B. The City and the PFA 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.

C. It is agreed that the PFA and the employees or either of them, shall not call or engage in a strike or threats thereof for any cause whatsoever, nor shall the PFA or any of its employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with the City's operations, and the City shall not institute a lock-out.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. 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 or contemplation of either or both parties at the time they negotiated or executed this Agreement.

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

F. Existing practices will be maintained as to the following: (1) beds and use of beds; (2) stoves and cooking privileges; (3) refrigerators; (4) air conditioners; (5) no night-time inspection except for places of business which operate only at night; (6) sale of tickets and ads in connection with the PFA's annual dance, while wearing dress uniform, if same is permitted by law; (7) no drill on Sundays and holidays; (8) television in firehouse.

ARTICLE XXXV

TERM OF AGREEMENT

A handwritten signature in black ink, appearing to be 'L. J. ...', is located in the upper right corner of the page.

A. The provisions of this Agreement shall be effective January 1, 1994 and shall terminate on December 31, 1994, except as to those provisions which expressly provide a later effective date. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties unless and until either party serves the other with written notice of termination by certified mail, return receipt requested, in which the Agreement shall terminate five (5) days following the receipt of such notice.

A handwritten signature in black ink, appearing to be 'John J. [unclear]', located in the upper right corner of the page.

ARTICLE XXXVI

SEPARABILITY AND SAVINGS

If any Article or Section of this Agreement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement or the application of circumstances of such, other than those as to which it has been held invalid, shall not be affected thereby.

\* THE FOLLOWING DRUG TESTING POLICY SHALL BE EFFECTIVE ON MAY 7, 1996

ARTICLE XXXVII

DRUG TESTING

A. Statement of Purpose: This procedure is intended to establish a uniform procedure to govern the administration of a screening process to test and control unauthorized use of illicit drugs among all unit members. The City is seeking to test for drugs which have a high potential for abuse, have no medical use in treatment, and for which there is no safe protocol for medical use.

B. Introduction: This procedure is written and promulgated to be used in conjunction with existing procedure, rules and regulations governing the general conduct, duties and responsibilities of Firefighters. The policy takes cognizance of the rights inherent in each individual under the Constitution of the United States of America and the Constitution of the State of New Jersey.

This procedure is established to help combat the national epidemic in the illicit use of drugs and to combat illegal trafficking in drugs. It is adopted to rationally foster the efficient operation of the City and to establish a reasonable and uniform system by which the City can monitor its Firefighter personnel for unauthorized drug use.

This procedure is necessary to preserve and protect the integrity of the City and its Fire Department Personnel; to guard against the harmful consequences to the public good occasioned by the unauthorized, unlawful use of, or the illegal trafficking in illicit drugs by personnel, and to preserve and maintain a high

degree of public confidence in all those charged with upholding public order and public safety.

C. Methods of Implementation: The City hereby establishes two (2) base methods of implementing this procedure to identify personnel who are users of certain controlled substances:

1. The City reserves the right to test Firefighters for drug use when: (a) there exists a reasonable, individualized belief that a particular Firefighter is under the influence of or impaired by illegal drugs; (b) there is a vehicular accident while Firefighter is driving.

2. A universal random urinalysis procedure.

D. Voluntary Testing; Amnesty Period: Sixty (60) days prior to the implementation of the drug testing program, Fire Department Personnel will be notified that testing for use of illegal drugs is to be conducted.

During this sixty (60) day period, Fire Department Personnel may voluntarily submit to a urinalysis test. However, such voluntary testing will not relieve the Fire Department Personnel of all other requirements of this policy.

There should be an amnesty during said sixty (60) day period. This will afford any Fire Department Personnel the opportunity, who may be having a problem to seek help.

Any Fire Department Personnel who voluntarily identifies himself/herself as a user of illegal drugs will be directed to seek counselling and rehabilitation through the City Firefighter outlined in this policy.

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*ELP*

E. Notification of Drug Screening Requirement; Applicants:

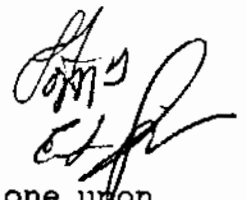
Notification that drug screening through urinalysis is mandatory for employment applicants will be included in all advertisements and announcements for employment positions. This notification will also indicate that a negative result is a condition of employment both before and during the working test period.

All applicants for employment will be required to sign a release consenting to the sampling and testing of urine during the employment screening process. This release will include notification that a positive confirmation of the presence of illegal drugs in the applicant's urine will result in rejection for employment. An applicant who refuses to sign said release will be rejected for employment.

F. Fire Department Personnel Rights: In circumstances where the facts are sufficient to constitute a reasonable suspicion that a Fire Department Personnel is a user of certain controlled substances, the City shall have the right to require that a Fire Department Personnel submit, without delay, to a urinalysis test.

Reasonable suspicion shall be based on information of objective facts obtained by the City, and the rational inferences which may be drawn from those facts, which facts are derived from observations of that fire <sup>Right</sup> ~~officer~~. The credibility of the sources of information, whether by tip or informant, the reliability of the facts or information, the degree or corroboration, the results of City inquiring <sup>Right</sup> and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion. In any event, the





determination of reasonable suspicion will not be based alone upon a third-party observation or report. A written report setting forth reasonable suspicion shall be submitted by the observing individual(s) before he is relieved from duty, but no later than the conclusion of the next duty day.

Supervisory training will be given so that supervisors will be in a position to determine reasonable suspicion.

G. Drug Testing Advisory Committee: There shall be a Drug-Testing Advisory Committee which shall meet from time-to-time to advise the Committee on procedural and technical matters pertinent to the drug-testing program.

The members of the Committee shall include a representative of each of the collective bargaining units of uniformed fire and police personnel, three (3) or more medical specialists qualified in the various sciences pertinent to the conduct of drug testing, such as, pharmacology, toxicology and pathology.

Each bargaining unit will select a representative and an alternate to serve on the Drug Testing Advisory Committee.

The Committee shall offer recommendations to the City Administration on the procedures and mechanics of conducting a drug-testing program and on the science of drug testing with a view to maintaining fairness, objectivity, accuracy and confidentiality in the entire drug-testing program. Also, the Committee shall make recommendations on the following:

1. Changes and improvements in science and technology

which will improve the effectiveness of laboratory testing for the detection of drug abuse among fire department personnel.

2. Appropriate external proficiency-testing and internal quality assurance procedures for evaluating the performance of drug-testing laboratories.

3. Procedures for the certification, decertification and recertification of laboratories of drug analysis.

4. Make recommendations to improve the effectiveness of the drug-testing program.

H. Selection Process: the Fire Department Personnel to be drug tested will be selected by either a randomized basis or reasonable suspicion. The Fire Department Personnel will be notified of the test requirement just prior to transport to the testing location. At the time of the test, the Fire Department Personnel will be notified of the specific drugs which will be screened by the test. A list of the drugs to be screened and testing threshold are attached and made a part hereof as Appendix A. The Fire Department Personnel, at his request, shall have the right to be accompanied during all phases of the testing by a union representative. A City representative may also accompany the Fire Department Personnel during all phases of said testing.

Prior to submission of a urine sample, the Fire Department Personnel shall complete a medical questionnaire, to be forwarded to the testing location for their exclusive use, which shall clearly describe all drugs, both prescription and non-prescription, ingested during the past thirty (30) days.

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The Fire Department Personnel will be required to deposit a sample of urine into an approved container up to a required minimum quantity for laboratory testing purposes.

The Fire Department Personnel will be required to thoroughly wash hands and fingernails prior to urination and shall be required to deliver the urine specimen under the direction of the medical or laboratory technician. The Fire Department Personnel will be required to sign and certify documentation provided by the City and/or laboratory that the urine sample is his/hers and the patient data is correct. At all stages of the urine-sampling procedure, the Fire Department Personnel will be expected to follow strictly, each instruction of the testing supervisor. The sample will be given in private, but under the general supervision of a medical laboratory technician.

In the event that an employee is sent for testing based upon reasonable suspicion, he shall not return to work and shall be sent home without loss of pay. In the event that the Fire Department Personnel is sent for random testing, the Fire Department Personnel shall return to work and shall suffer no loss of pay due to the time spent undergoing the testing.

I. Sample Collection: The medical or laboratory technician shall supervise all aspects of obtaining, marking and packaging of individual urine samples including the following:

1. To assure the cooperation of the Fire Department Personnel in securing the urine sample from the Fire Department Personnel in the necessary amount into the test container. Also,

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to oversee the securing and sealing of the individual urine sample containers of each Fire Department Personnel;

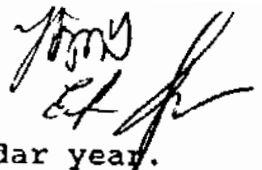
2. The accurate matching of the identification of the Fire Department Personnel with the sample and the containers including the seals and any packaging of the sample containers; and

3. The exact completion and execution of the required legal documentation of chain-of-custody including appropriate identification and certification of medical or technical personnel participating in obtaining the urine sample from the Fire Department Personnel and by bonded courier, if so employed;

4. If necessary, to arrange for transport of the specimen by designated bonded courier to the testing laboratory if located elsewhere;

5. All other steps necessary for the purpose of maintaining absolute control and legal accountability from initial notification of the Fire Department Personnel to the final marking, sealing, packaging and transport arrangements for the urine samples to the testing laboratory, together with the accompanying chain-of-custody documents, and the strict maintenance and final delivery of accurate documents relating to the test to the City.

J. Personnel Selection for Random Screening: The selection procedure will be governed by a lot in the presence of not less than two union officials or one union official and one fire officer, if the former is not practicable. The selection of individual personnel to be screened will be effected by lot for random selection. No Fire Department Personnel shall be subject to



random testing more than two (2) times in a given calendar year.

K. Test Sites: Urine samples will be taken to and/or at a medical laboratory or other designated site, selected by the City for this purpose, which is NIDA approved. This facility may or may not be affiliated with the testing laboratory or facility which will be conducting the urinalysis process. The City will inform the union of a specific NIDA laboratory to be used, e.g. Metpath.

This facility must provide a clean and sanitary location for the urine-sampling process including washing facilities. It must also provide a competent person qualified in the practice of sterile urine sampling. The person will be required to obtain from selected individuals, urine samples in the required quantity, in proper receptacles for purposes of laboratory urinalysis for controlled substances, and to arrange for marking, sealing, packaging, storage and final delivery of such specimens to the testing laboratory.

The sample will be given in private, under the general supervision of a medical or laboratory technician, unless there is reasonable suspicion that the Fire Department Personnel has tampered with a sample in the past or will tamper with this sample. Only in such cases will the giving of the sample be directly supervised.

L. Testing Process: The testing process of urine specimens of personnel shall be completed by a qualified medical laboratory, selected by the City, ensuring legally supportable and scientifically accurate results. All samples shall be collected

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using a split sample. One part of the sample shall be tested by the laboratory facility. The second sample shall be maintained by the laboratory facility. In the event that the first sample results in a positive test, the individual Fire Department Personnel, at his own expense, may direct the medical facility to sent the second sample to a NIDA approved laboratory. In the event the second test is negative, the entire process will be recorded as a negative result.

With the delivery of each specimen, the City will designate to the testing laboratory certain specific drugs for which the specimen is to be analyzed. The testing laboratory will report findings only as to those specific substances contained in the City's request.

The drug-specific screening test will consist of two components:

1. The initial test of each urine sample shall employ a methodology different from the secondary confirmation test. The initial test will be an enzyme multiplied immunoassay technique (E.M.I.T.) test.

2. A secondary confirmation test of any positive findings of specific drugs will be accomplished by the gas chromatography, mass spectrometry test (G.C.M.S.).

The Billing will not reflect that any specific individual tested positive in the implementation of an E.M.I.T. test. The testing laboratory will make provisions to properly preserve, store and secure one sample of the original urine specimen. Also, the

testing laboratory will make available to the Fire Department Personnel, or his representative, all records <sup>of</sup> ~~or~~ primary and secondary confirmation testing done by the testing laboratory on the urine specimen provided by the Fire Department Personnel.

M. Chain-of-Custody: The testing laboratory, contracted by the City to test urine specimens under this policy, must continue the uninterrupted chain-of-custody procedure from receipt of specimens and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint at each stage in the handling, testing and storing of specimens and reporting of test results.

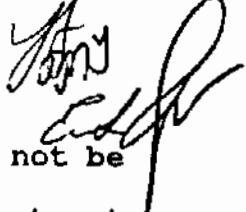
Results of the test will be sealed and forwarded only to the Department Director, EAP Director and the Firefighter.

N. Confirmation of Test Results: Any Fire Department Personnel whose confirmatory test results in a positive finding for controlled substances, will be required to enroll in the City's Employee Assistance Program (EAP) and specifically, drug counselling with the exception of a second offense outlined in paragraph D below, which shall result in termination of employment.

O. Personnel Action:

1. The City shall refer any Fire Department Personnel who is found to use illegal drugs to the EAP for assessment, counselling and referral for treatment or rehabilitation as appropriate.

2. Voluntary identification during the sixty (60) day amnesty period provided herein, or such voluntary identification at



any time after the expiration of this amnesty period, shall not be considered an offense under these procedures. The Fire Department Personnel shall not be disciplined, provided that the Fire Department Personnel enrolls in and successfully completes a rehabilitation program as provided by this procedure.

3. First Offense. If a Fire Department Personnel, for the first time tests positive for illegal drugs, the Fire Department Personnel will suffer no discipline, provided he/she agrees to enter a rehabilitation program, successfully completes the program, and reports back to work upon the program's completion. In the event Fire Department Personnel fails to abide by the foregoing, Fire Department Personnel shall be terminated from employment. Upon returning to work, the Fire Department Personnel, as a condition of continued employment, shall participate in aftercare if recommended by the rehabilitation program and for the period of time the program recommends. At any time when requested by the City, The Fire Department Personnel must provide reasonable proof that he/she is attending such after care program. As a further condition, the Fire Department Personnel shall be subject to random drug testing at any time from the date of reinstatement for the following three (3) years. Said random testing shall be mutually exclusive from the random outlined herein.

4. Second Offense. If for a second time a Fire Department Personnel tests positive for illegal drugs, the Fire Department Personnel shall be terminated from employment.





5. Rehabilitation Limit. The Fire Department Personnel shall be limited to two (2) leaves of absence for participation in a rehabilitation program. Thereafter, the Fire Department Personnel shall be terminated from employment.

6. The City shall terminate any Fire Department Personnel who is found to use illegal drugs and refuses to obtain counselling or rehabilitation through the Fire Department Personnel Assistance Program.

7. Drug testing shall not be conducted for the purpose of gathering evidence for use in criminal proceedings.

P. Employee Assistance Program

INTRODUCTION


The EAP will assist Fire Department Personnel with a full range of life problems, including marital and family problems, substance abuse and other psychological difficulties. The EAP is designed to provide professional short-term counselling, consultation and referrals for Fire Department Personnel experiencing personal problems.

The goals of the EAP is to provide a successful, effective program for City Firefighters. The EAP will provide a diagnostic evaluation, treatment planning and appropriate intervention.

SERVICES

Services of the EAP include:

1. Mandatory/voluntary use of the program;
2. Strict adherence to confidentiality;
3. A clearly stated written policy designed to clarify Firefighter rights to service and protection to

- 
- utilizers;
4. Services for all Firefighters and their families;
  5. Encouragement of both supervisory and self referral.

#### FIREFIGHTER/SUPERVISORY INVOLVEMENT

Fire Department Personnel are encouraged to seek assistance on their own initiative. Early resolution of personal problems is in the best interest of the Firefighter and the City. The EAP staff will work closely with supervisors and department heads in clarifying their role in identifying behavior symptoms.

#### CONFIDENTIALITY

Regardless of referral source, Fire Department Personnel who utilize this service are guaranteed confidentiality and Fire Department Personnel's rights are rigidly protected.

#### THE PROGRAM

Entrance into the program is through a special telephone number available twenty-four (24) hours a day, monitored by a mental health professional within the EAP during ordinary working hours, and directed to the emergency on-call system at other times. An appointment will be made for the Fire Department Personnel with a mental health professional who will evaluate the problem. A plan will be created, agreed to by the Fire Department Personnel, and necessary steps taken to implement the plan.

If needed, detoxification treatment is provided. Referrals to community resources are made when indicated. Resources for this service are thoroughly screened to ensure that the Fire Department Personnel receives maximum benefit and treatment.



Q. Education: A key element to a comprehensive drug testing and prevention program is continuing education.

The prevention of drug abuse and prevention education are the additional elements necessary to supplement the efforts to achieve a drug free work place.

All Fire Department Personnel will be required to participate in regularly scheduled drug abuse education sessions.

The Fire Department Personnel education element of this plan will include such topics as listed below. Topics will be revised as needed.

1. The need for drug testing.
2. The extent and character of drug use in America today.
3. Enforcement policies and programs to combat drug abuse.
4. Being knowledgeable about drugs and signs of drug use.
5. Signs of drug use.
6. Resisting the pressure to use drugs.
7. Drugs and their dangers; the drugs today are dangerous and more addictive than ever.
8. A drug free work place - how it benefits everyone.

IT IS UNDERSTOOD THAT:

1. If any part of this procedure, or the application thereof to any person or circumstances shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgement shall not affect, impair or invalidate the remainder of this procedure which is hereby declared to be severable.

2. All procedures or parts of procedures inconsistent with this policy are hereby repealed to the extent of such inconsistency.

3. This procedure shall take effect upon execution of

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the Bargaining Unit Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives and officers executed this Agreement on the 7<sup>th</sup> day of May 1996.

PASSAIC FIREFIGHTERS ASSOCIATION

*[Handwritten signature]*  
ATTORNEY FOR PFA  
*[Handwritten signature]*  
ATTORNEY FOR PFA

*Michael Terzaga Pres.*  
*E. Schneider Vice Pres.*

CITY OF PASSAIC

*Jean A. Katsuba*  
Assistant City Clerk

*Margie Sencles*  
*Mayer*  
*Dan Mason*  
CITY NEGOTIATION  
*John Deparate*  
Fire Chief

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JRS  
EL

**City of Passaic and Passaic Firefighters Association  
Memorandum of Understanding  
Regarding 1994 Contract Language  
May 7, 1996**

1. Both parties agreed that the 1994 contract negotiations would be settled using the terms outlined in the July 27, 1994 Memorandum of Understanding between the Passaic Fire Officers Association and the City of Passaic.
2. Both parties have agreed to new, revised language for the 1994 contract, based upon this July 27, 1994 Memorandum, for all items except the article dealing with sick leave.
3. In order to sign the 1994 contract as quickly as possible, the parties have agreed to sign the 1994 contract implementing all of the other appropriate changes as outlined in the July 27, 1994 Memorandum, except the parties agree that the 1993 language regarding the sick leave article will be retained in its entirety, without change, until such time as the parties are able to mutually agree to new language, or some other appropriate authority determines what that language should be.
4. However, the parties do agree to include the sick leave article in the negotiations/arbitration currently underway for the new contract commencing on January 1, 1995. As outlined in the July 27, 1994 Memorandum of Understanding, the parties agree to implement, as best as possible, as soon as possible, Item 7 which reads:

7. Article XI, Sick Leave, page 25

- \* Paragraph E shall be deleted in its entirety. (Subject to review of N.J.S.A. 11:24A-3.)

(NOTE: This language refers to the 1993 Fire Officers contract)

Since this July 27, 1994 Memorandum of Understanding's language was written to accommodate the proposed changes to the 1993 **Fire Officers Contract** and the sick leave article language in the 1993 **Firefighters Contract** is different, the parties are not yet able to agree as to how to modify the Firefighters 1993 sick leave article language to create new language for the 1994 contract in order to implement the change as agreed to in Item 7 of the July 27, 1994 Memorandum of Understanding.

5. If at any time either party believes the negotiations/arbitration are not progressing in a timely fashion or if the matter becomes urgent based upon the inability to implement the temporarily retained 1993 language for any firefighter, the parties agree that either the City of Passaic or the Passaic Firefighters Association has the unilateral right to file a scope petition with the New Jersey Public Employee Relations Commission (PERC).

As representatives of either the City of Passaic or the Passaic Firefighters Association, we agree to the above:

CITY OF PASSAIC

PASSAIC FIREFIGHTERS ASSOC.

Margie Semler  
Mayor

Michael Stojin Pres

Jacyn A. Kaldor  
Asst. City Clerk

E. Schmitt  
Vice Pres.

DAN MASON  
CITY NEGOTIATOR

Joseph R. Bognard

May 7, 1996  
Date

May 7 1996  
Date

John Cipriano  
Fire Chief

Joe [Signature]  
ATTY for PFA