

Revised August 1, 2016

AGREEMENT

BETWEEN

THE CITY OF PATERSON

AND

PATERSON UNIFORMED BATTALION CHIEFS' ASSOCIATION

AUGUST 1, 2010 through JULY 31, 2019

LAW OFFICE OF STEVEN S. GLICKMAN, LLC  
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**PREAMBLE**

This Agreement, effective as of the first day of August, 2010, by and between the City of Paterson, situated in the County of Passaic, State of New Jersey, (hereinafter referred to as the "City"), and the Paterson Uniformed Battalion Chiefs' Association, (hereinafter referred to as the "Association") is designed to maintain and promote harmonious relations between the City and such of its employees of the Association who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

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**ARTICLE I**

**RECOGNITION**

A. The City recognizes the Paterson Uniformed Battalion Chiefs' Association as the sole and exclusive bargaining, agent for the purpose of establishing salary, hours, and other working conditions for all paid Uniformed Battalion Chiefs, but excluding all other employees of the City of Paterson.

B. Management Rights

1. The Association recognizes that the City shall have the right to determine all matters of policy with regard to the operation of the Fire Department and that, except as specifically limited, abridged or relinquished by the terms and provisions of this Agreement, all rights to manage, direct or supervise the operations of the Fire Department and the employees of the Fire Department are vested solely in the City.

2. In the exercise of the foregoing power, rights, authorities, duties, and responsibilities, the City has the right subject to the terms contained herein, to hire employees, to promote, transfer and assign them, suspend, demote, discharge or take other appropriate action for just cause, and to lay off employees because of lack of work and for other legitimate reasons.

3. The City reserves the right to make such other reasonable rules and regulations, orders and policies as may, from time to time, be necessary and proper for the purposes of maintaining order, safety or the effective operations of the Department after reasonable notice thereof to the employees affected.

4. The exercise of the foregoing power, rights, authority, duties and responsibilities by the City shall be limited by the terms of this Agreement and only to the extent such terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

5. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any other national, state, county or local laws or regulations.

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## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definition

Grievance- The term "grievance" shall be defined as a dispute between the parties to this Agreement involving the interpretation or application of any provisions of this Agreement including discipline in excess of five (5) days only.

#### B. Procedure

1. It is important that grievances be processed as rapidly as possible. The number of hours and days indicated at each step should be considered as maximum and every effort made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

2. Failure at any step of this procedure by the City to communicate to the Association the decision on a grievance within the specified time limit shall permit the Association to proceed to the next step of the grievance procedure. Failure to announce an appeal of a grievance to the next step within the specified time limit shall terminate the grievance.

### **C. Grievance Steps**

1. In the event of a grievance, either party shall have the right to resolve the grievance in the following manner:

#### **Step A: Tour Commander and/or Deputy Chief**

Any employee covered by this Agreement who feels he or she has a grievance shall take up the grievance with the Tour Commander and/or Deputy Chief within twenty-five (25) calendar days after its occurrence. If the grievance is not taken up within the allotted twenty-five grievance shall be deemed waived. The Tour Commander and/or Deputy Chief shall attempt to adjust the grievance on an oral or informal basis within ten (10) calendar days.

#### **Step B: Fire Chief**

If the grievance is not settled at Step A, the grievance shall be reduced to writing stating what Article and Section has allegedly been violated, the nature of the grievance and the remedy being sought, and shall be presented in writing to the Fire Chief within five (5) calendar days of the Tour Commander's or Deputy Chiefs answer to Step A. The Fire Chief or his designated representative shall respond to the Association in writing within ten (10) calendar days of the receipt of the grievance.

Step C: Director of Fire

If the grievance is not settled at Step B, the grievance shall be presented in writing to the Director of Fire within five (5) calendar days of receipt of the Fire Chiefs answer to Step B. The Director of Fire, or his designee, shall respond in writing within ten (10) calendar days of the receipt of the grievance to the Association.

Step D: Arbitration

1. If Step C fails to produce a settlement of the dispute, either party may take the dispute to arbitration upon service of written notice to the other party in question of its intention to do so. This notice shall be served within ten (10) days from the conclusion of Step c. Otherwise, the right to arbitration of such dispute shall be waived and the grievance shall be considered closed with no further appeal. Discipline in excess of five (5) days is not subject to arbitration but may be appealed by the grievant in accordance with the procedures of the New Jersey Civil Service Commission.

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2. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission. When P.E.R.C. cannot furnish a list of arbitrators within thirty (30) calendar days of such request, the American Arbitration may be selected to help select any arbitrator by either party, of its intention to do so. In such instance, the rules and procedures of the American Arbitration Association shall prevail.

3. The arbitrator's decision shall be final and binding on all parties and the cost of the arbitrator's fee shall be shared equally by the City and the Association. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.

4. All copies of grievance forms, records, documents, and other communications relating to a grievance and its processing shall not be kept in the official personnel file of any of the participants.

**ARTICLE III**

**WORK WEEK**

A. For Battalion Chiefs not assigned to the Chief's Office, the work week schedule shall consist of twenty-four (24) hours on duty followed by seventy-two (72) hours off duty followed by twenty-four (24) hours on duty followed by seventy two (72) hours off duty, etc.

B. The work week of a Battalion Chief assigned to the Chief's Office shall be as determined by the Chief.

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**ARTICLE IV**

**SALARY**

1. All employees covered by this Agreement shall be paid the following salaries and salary increases:

a. Effective retroactive to August 1, 2010, there shall be no wage increase.

b. Effective retroactive to August 1, 2011, there shall be no wage increase.

c. Effective retroactive to August 1, 2012, there shall be no wage increase.

d. Effective retroactive to August 1, 2013, there shall be no wage increase.

e. Effective retroactive to August 1, 2014, there shall be an across the board wage increase of 2.75% above the base wage of \$133,110.79 as of July 31, 2014.

f. Effective retroactive to August 1, 2015, there shall be an across the board wage increase of 2.75% above the base wage of \$136,771.33 as of July 31, 2015.

g. Effective July 1, 2016, there shall be an across the board wage increase of 2.0% above the base wage of \$140,532.54 as of June 30, 2016.

h. Effective August 1, 2017, there shall be an across the board wage increase of 1.0% above the base wage of \$143,343.19 as of July 31, 2017.

i. Effective August 1, 2018, there shall be an across the board wage increase of 1.0% above the base wage of \$144,776.62 as of July 31, 2018.

j. The PBCA bargaining unit members waive any and all retroactive pay due and owing prior to July 1, 2016 based upon the wage increases effective August 1, 2014 and August 1, 2015.

k. All step increases and longevity payments due PFOA bargaining unit members under the Collective Bargaining Agreements dated August 1, 2005 through July 31, 2010, and August 1, 2010 through July 31, 2019 shall be paid within thirty (30) days of their becoming due.

2. Salary steps for employees covered by this Agreement shall be divided equally in three (3) steps between the maximum Fire Captains' salary and the maximum Battalion Chiefs' salary.

Step One shall be attained on the day of promotion. Step Two shall be attained upon completion of six (6) months after promotion in rank of Battalion Chief. Step Three shall be attained upon completion of two (2) years after the move to Step Two.

B. Recall Any Battalion Chief recalled to duty shall receive a minimum of two (2) hours pay at the straight time rate. The two (2) hour minimum shall apply unless the recall is contiguous with the employee's regularly scheduled shift.

C. Court Time

1. The City shall be required to pay Battalion Chiefs for court time.

2. The City shall be required to pay overtime to Battalion Chiefs in accordance with the Fair Labor Standards Act (FLSA) as determined by the final regulations established and promulgated by the Department of Labor with respect to hours, supervising officer and/or administrative employee status.

3. The City shall be required to pay out-of-title pay at fifty (50%) percent of the difference between the top Battalion Chiefs' base salary and the top Deputy Chiefs' base salary when a Battalion Chief works in an acting Deputy Chief's position.

D. Night Differential

1. The night differential shall reflect three (3%) percent of full salary, which is considered part of the regular work week.

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E. Longevity Pay

1. In addition to the base salary of the employees, the following longevity will be paid commencing on the first complete payroll period following their anniversary:

Years of Service	Longevity
Five (5) years of service	2.0%
Ten (10) years of service	4.0%
Fifteen (15) years of service	6.0%
Eighteen (18) years of service	8.0%
Nineteen (19) years of service	10.0%
Twenty (20) years of service	12.0%
Twenty-one (21) years of service	14.0%
Twenty-two (22) years of service	16.0%
Twenty-three (23) years of service	18.0%
Twenty-Four (24) Years of service	20.0%

2. All bargaining unit members hired on or after July 1, 2016 shall be entitled to longevity under and to the same extent as bargaining unit members governed by the Firefighters' collective bargaining agreement.

3. The longevity pay provided in Section E1 and E2 shall be included in the biweekly paycheck of the employees and shall remain in effect during the term of this Agreement.

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F. Educational Benefits The employees shall receive an education benefits in accordance with City Ordinance dated 12/21/73 and its amendment dated 11/8/84. Copies of said City Ordinance may be examined in the Office of the Director of Fire.

G. Other Overtime

1. The Paterson Fire Division will establish a list of Battalion Chiefs who have volunteered to be called upon to work overtime. Any permanent Battalion Chief may volunteer to be placed on the overtime list. Provisional Battalion Chiefs may not volunteer for the overtime list.

2. When a Battalion Chief scheduled to work a specific assignment is unable to work, any overtime replacement shall be a Battalion Chief selected from the overtime list. When an emergency is declared and it is necessary to call in personnel, the Battalion Chief position shall be filled by a Battalion Chief selected from the overtime list, The employees on the list of Battalion Chiefs shall be contacted and offered the opportunity to work overtime on a rotating basis.

3. In the event that no Battalion Chiefs are available to work overtime or have declined to work overtime, a Fire Captain may be designated to work as an Acting Battalion Chief.

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## H. Senior Step

1. All bargaining unit members shall be entitled to Senior Step compensation in accordance with the Arbitration Award issued by Arbitrator Jeffrey Tener, Docket No. AR-2013-331 dated September 6, 2013.

## I. Compensatory Time

1. The Fire Director, the Fire Chief, or the Chief's designee, may offer compensatory time off (CTO) for overtime work in lieu of cash overtime payments. Scheduling of CTO must be approved in advance by an employee's Commanding Officer but employees will be permitted to use such time within a reasonable period after making the request if such use does not unduly disrupt the operations of the Fire Department.

2. CTO may accrue to a maximum of forty-eight (48) clock hours. Employees who accrue the maximum forty-eight (48) clock hours of CTO shall thereafter be paid cash overtime payments for all approved overtime in excess of the forty-eight (48) clock hours maximum. (forty-eight (48) = seventy-two (72) total compensatory time hours.)

3. The Fire Director or the Fire Chief, or the Fire Chief's designee, may require employees to use their accumulated CTO and may accordingly schedule time off for those employees.

4. CTO shall be calculated at the rate of time and one-half (1 1/2) hours of CTO for each hour of overtime work.

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5. An employee shall use all of the employee's CTO within one (1) year from the date CTO is approved and issued. The Fire Director shall substitute cash for any and all CTO that is not used within one (1) year of approval/issue date.

J. Effective January 14, 1994, the parties agree to allow the City to initiate a one-time only two (2) week hold back of pay. The parties agreed to continue said two (2) week hold back to be paid to the employee at his prevailing rate of pay as part of his last year's salary upon separation from the Fire Department or an earlier date as agreed upon by the Association and the City, whichever is earlier, in accordance with the Award of James W. Mastriani dated September 5, 2013, Docket No. AR-2008-758.

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**ARTICLE V**

**VACATION DAYS, HOLIDAYS, PERSONAL DAYS**

A. Total Leave Days

1. The total number of leave days, included but not limited to paid leave days previously called vacation, holidays and personal days shall be calculated on the average departmental twenty-four (24) hour day.

2. Effective August 1, 2000, all employees under this contract shall receive nineteen (19) total leave days annually.

3. Employees may carry over up to eleven (11) leave days to the following year.

B. Scheduling

All employees shall be guaranteed two (2) cycles of leave during the late June/ early September vacation period, to be scheduled per present practice. No employee shall be required to take a two (2) cycle leave during this period but may take said leave at any other time.

C. Effective January 1, 2016, in lieu of employees receiving holiday pay when working a holiday, holiday pay will be equally distributed by providing all employees with thirty-six (36) hours of holiday pay in their base salaries.

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**ARTICLE VI**

**SICK LEAVE**

A. In recognition of the statute affecting sick leave, employees shall be entitled to sick leave to be taken in accordance with the rules and regulations, not to exceed one (1) year, subject to the "docking" as provided in Section B.

B. Effective January 1, 1987, there shall be no docking of pay for days missed for sick leave taken in accordance with Section A.

C. If an employee is absent on sick leave (exclusive of injury leave) for more than sixty (60) consecutive calendar days, the employee's annual leave day allotment shall be pro-rated on a monthly basis. The calculation of pro-rated leave days shall be the annual total allotment of leave days divided by twelve (12) months. In the event an employee has exhausted his/her yearly allotment of leave days in a calendar year prior to going off on sick leave, after sixty (60) consecutive calendar days, leave days from the next calendar year may be pro-rated. Any banked leave days shall not be affected.

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**ARTICLE VII**

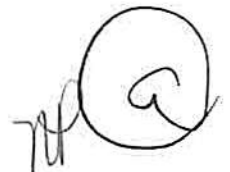
**TERMINAL LEAVE**

A. Employees who retire on pension shall receive seven hundred twenty (720) work hours terminal leave. If a member of this bargaining unit having completed fifteen (15) years of service with the City dies while on active-duty, the City shall pay to the employee's family the seven hundred twenty (720) hours terminal leave benefit provided herein. The lump sum payment shall be calculated at thirty-five point six (35.6%) percent of the employee's full salary as of his last day of active duty. Employees hired on or after July 1, 2016 shall receive five hundred (500) work hours.

B. Sick leave taken and paid by the City within the twelve (12) month period immediately preceding the commencement of the employee's terminal leave shall be deducted from the said terminal leave.

C. Service-connected injury leave shall not be deducted from said terminal leave.

D. The provisions stated in Sections B and C shall pertain to Section A.



**ARTICLE VIII**

**RELEASE TIME**

A. Union Business

The City agrees to give release time with pay to up to two (2) members of the Association to conduct official Union business necessary for the performance of the duties to their offices, provided such release time does not interfere with the emergency requirements of the Fire Department, and such requests are made to the Chief of the Fire Department in advance of such leave.

B. State Convention

The City will give release time, with pay, to two (2) duly authorized representatives to attend the Association's State Convention in accordance with N.J.S.A. 11:26-C-4. The Chief of the Fire Department will be given the names of the delegates at least thirty (30) days prior to the convention.

C. State Meetings

The City will give release time with pay to one (1) elected official of the Association to attend local or state membership meetings of the Battalion Chiefs Association.

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**ARTICLE IX**

**HEALTH BENEFITS**

A. Hospital, Medical, Prescription and Dental - Employees

The City shall pay the cost of hospital and medical insurance for full-time employees and their eligible dependents for the benefits currently in effect, except that active employees shall continue to contribute to the cost of health insurance as required by applicable law. The City and the PBCA recognize that when employee health benefit contributions become negotiable under P.L. 2011, Chapter 78, the contribution rate can be negotiated by the parties either up or down from the current percentage amounts required by law. In the event that a court of competent jurisdiction determines that Chapter 78 is unconstitutional and/or that it is illegal for a municipality to require its employees to contribute to the cost of health care without negotiation, the City and the PBCA agree that contributions towards the cost of hospital, medical, dental and prescription insurance shall be governed by applicable law and the collective bargaining agreement.

2. The City shall pay the cost of the prescription plan currently in effect for full-time employees and their eligible dependents. The prescription plan provides for a ten dollar (\$10.00) co-pay per prescription or a zero dollar (\$0.00) payment for generic prescriptions, including oral contraceptives.

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3. The City shall pay the full cost of the dental plan in effect for full-time employees and their eligible dependents.

B. Optical

The City shall pay full costs of an optical plan for fulltime employees.

C. Hospital, Medical, Dental and Prescription - Retirees

1. The City shall pay the full cost of hospital, medical, dental and prescription coverage for the individual retiree, spouse, and dependent unmarried children for the full calendar year in which they attain the age of twenty-six (26) for employees who retire on a paid pension under the following circumstances:

a. Employee retires after twenty (20) years of continuous service with the City.

b. Employee retires with fifteen (15) years of continuous service with the City and has attained the age of sixty-two (62) years.

c. Employee retires on an accidental disability pension or ordinary disability pension with not less than five (5) years continuous service with the City.

2. The City will pay the full cost of the aforementioned insurance until the death of the retiree. Effective January 1, 1997, the City shall pay the full cost of the prescription card for the surviving spouse and eligible dependents of deceased employees. This coverage for surviving spouse and eligible dependents shall cease when any of the following occur:

a. Surviving spouse remarries

b. Surviving spouse obtains prescription card from another source.

3. Upon the death of the retiree, the surviving spouse and dependent children for the full calendar year in which they attain the age of twenty-six (26) shall be entitled to remain enrolled in the City's hospital, medical, dental and prescription insurance plans, the premiums for which shall be paid in full by the City. The spouse's coverage shall terminate upon either the death or remarriage of that spouse. Dependent children shall remain enrolled in these plans up to the age of twenty-six (26) if the dependent child is a student.

4. The City will pay the full cost of the Medicare supplement for those retirees and their surviving spouses.

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5. The provisions of Section C1 are effective July 31, 1989 for those employees who retired on or after August 1, 1987.

6. The provisions of this section are subject to the Rules and Regulations of the carrier and the Police and Fireman's Retirement Systems, Division of Pensions.

D. HOSPITAL, MEDICAL, DENTAL AND PRESCRIPTION - WIDOWS

1. The City shall pay the full cost of medical, hospital, dental and prescription insurance for the widows and eligible dependents of employees who die while on duty.

2. The City shall pay the full cost of medical, hospital, dental and prescription insurance for the widows and eligible dependents of employees who die while not on duty.

3. The hospital, medical, dental and prescription coverage shall be the same given other Fire Department employees.

4. The provisions of Sections D1 and D2 shall cease when any of the following occur:

- a. Widow dies
- b. Widow remarries

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E. The City reserves the right to self-insure or to change insurance companies in providing the health benefits agreed to hereunder so long as the benefits and fee schedules set forth in the Agreement are substantially equivalent to the existing (as defined in Section A, Section F5a and b, and/or Section F6a of this Article) health benefits. If the City remains self-insured or changes insurance companies providing the health benefits, the prescription co-pay will remain at \$0 generic and \$10 co-pay health benefits. The Paterson Battalion Chiefs Association shall be notified by the City a minimum of one hundred twenty (120) days prior to the implementation of any proposed new plan and will be furnished with a copy of same. The Union shall have the right to file a grievance concerning any changes in accordance with the provisions of Article III of the Collective Bargaining Agreement and the parties agree that the matter shall be expedited at all levels of the grievance procedure.

F. Vested Benefits

1. All retirees with an effective retirement date on or after July 1, 2016 shall be vested with the hospital, medical, dental and prescription benefits as exist under this Agreement. Said benefits and the retirees' entitlement thereto shall be unaffected by future changes to hospital, medical, dental and prescription benefits by the City, whether established pursuant to subsequent contracts or otherwise.

2. Nothing in this Agreement shall affect the hospital, medical, dental and prescription benefits to which employees whose effective retirement date was prior to July 1, 2016 were entitled. Those retirees shall be continued to be vested with their existing hospital, medical, dental and prescription benefits as they enjoyed prior to July 1, 2016 and those benefits for those retirees shall not be subject to change by the City, whether established pursuant to subsequent contracts or otherwise.

3. All retirees with an effective retirement date after July 31, 2016 shall be vested with the hospital, medical, dental and prescription benefits as exist under this Agreement. Said benefits and the retiree's entitlement thereto shall be unaffected by the future changes to hospital, medical, dental and prescription benefits by the City, whether established pursuant to subsequent contracts or otherwise.

4. The provisions of Sections F1, F2, and F3 above shall survive the expiration of the collective negotiations agreement in effect between the parties hereto at any time.

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5. Effective as soon as possible after the signing of this Contract, with respect to the health insurance plan, the Association has agreed that the City shall be entitled to make the following changes:

- a. Eliminate the traditional plan;
- b. Requests for Medicare reimbursement shall be made within one (1) year from receipt by the employee of documentation of annual Medicare payments.

6. With respect to the New Jersey State Health Benefits Plan ("SHBP"), the Association will allow the City to change from a self-insured insurance program to the SHBP provided the following conditions are met:

- a. All SHBP plans are made available to Association unit members.
- b. The City shall select the "10/15" prescription plan.
- c. If benefit levels are reduced and/or out-of-pocket costs are increased, by any source, the City shall seek new coverage that is equal to the SHBP coverage that was in place when the City entered the SHBP upon notice by the PBCA. The City shall not delay in seeking substitute equal to coverage. If the City decides to switch carriers or return to a self-insured program, the City agrees to provide the PBCA with one hundred twenty (120) days' notice.

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G. Insurance Officer

1. The City agrees that the President of the Association or his designee shall represent all members of the Association in any and all insurance matters.

2. The City of Paterson shall provide a telephone in order for the Insurance Officer to provide service to the Association members. Telephone calls relative to hospital, medical, dental and prescription shall be considered as official business.

3. The City shall provide all literature pertaining to insurance matters.

4. The City shall notify the President of the Association of any and all meetings pertaining to insurance.

5. The Insurance Officer shall receive leave with pay in order to attend insurance meetings or business.

6. The City shall provide the Insurance Officer with copies of all master contracts pertaining to employees of the Association.

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**ARTICLE X**

**DUES CHECKOFF**

A. The City agrees to check off employee dues and assessments uniformly arrived at upon written authorization on the part of such employees. The City agrees to pay such money to the duly elected Treasurer of the Association following the second pay period of each month.

B. The City agrees that the Association is entitled to a service fee from each member of the Fire Department who is covered by this Agreement.

C. Upon the request of the Association, the City shall deduct a representation fee from the wages of each employee who is not a member of the Association.

D. These deductions shall commence upon entry into employment in the unit.

E. The amount of said representation fee shall be certified to the City by the Association, which amount shall not exceed eight-five (85%) percent of the regular membership dues, fees, and assessments charged by the Association to its own members.

F. The Association agrees to indemnify and hold the City harmless against any liability, cause or action or claims of loss whatsoever arising as a result of said deductions.



G. The Association shall establish and maintain at all times a demand and return system in accordance with the statute, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if the membership is not so available, the City shall immediately cease making said deductions.

H. The City shall remit the amounts deducted to the Association following the second pay period of each month.

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**ARTICLE XI**

**BAN ON STRIKES**

A. It is recognized that the need for continued and uninterrupted operation of the City's Departments is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Association's agents or principals will not engage in, encourage, sanction or suggest strikes, slow-downs, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

C. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Agreement by the Association or its members.

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**ARTICLE XII**

**RULES AND REGULATIONS**

The City may establish and enforce reasonable rules and regulations in connection with its operations of the Fire Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement.

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**ARTICLE XIII**

**LEAVE OF ABSENCE**

A. Leave Without Pay

Any employee may be granted leave without pay not to exceed six (6) months with the approval of the Director of Fire.

B. Leave With Pay

Any employee covered by this Agreement may be granted leave with pay for up to four (4) hours to attend to sudden emergencies involving his well-being or that of his family with the permission of his Tour Commander. Leaves in excess of four (4) hours must be approved by the Chief of the Fire Department or his designee.

c. Leave With Pay Funeral Leave

1. Employees shall be granted leave with pay for the death of a wife, husband, child, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren or foster children, aunt, uncle, step parents, step children, or other blood relative. Said leave shall be from the date of death until the day after the funeral when the employee shall report for duty. (7:59 A.M.)

2. Special leave may be arranged with the approval of the Chief of the Fire Department or his designee for unusual circumstances concerning the burial of a family member or arrangements for burial of a family member not included in Section B1.

3. Funeral leave is for the sole purpose of arranging and attending funeral services.

4. Official notice of death shall be furnished to the City by the employee upon request.

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**ARTICLE XIV**

**WORKING CONDITIONS**

A. Non-Battalion Chief Duties

1. Except in emergencies in which no police in the City are available or capable of performing an emergency function, no member of the Unit shall be assigned to perform duties outside the duties of a Battalion Chief as described by the New Jersey Civil Service Commission.

2. Employees shall not be required to handle, remove or disarm any bomb or explosive device or to conduct bomb searches.

B. Maintenance of Facilities

The City shall properly maintain all quarters in which Fire Department Battalion Chiefs are assigned.

C. Furnishings

The City shall continue to provide furnishings for all quarters in which Fire Department Battalion Chiefs are assigned.

D. Supplies

The City shall provide adequate supplies for all quarters in which Fire Department Battalion Chiefs are assigned.

E. Parking Facilities

Employees shall be entitled to use existing City employee parking facilities to the extent that such facilities continue to be provided and on the same basis that such facilities are made available to employees in general.



F. Mutual Swaps

Time Tour Commander shall have the right to approve tour exchanges within the affected battalion.

G. Civil Service List

A Civil Service List shall be maintained at all times.

H. Suspensions

Pending the determination of any charges, a hearing and/or court proceeding, a Battalion Chief may only be suspended without pay for a maximum period of thirty (30) days. Following any such suspension, the employee will be returned to a modified duty position, to be determined by the Chief of the Fire Department, at full pay. This provision does not apply to suspensions pursuant to N.J.A.C. 4A:2-2.7.

A handwritten signature or set of initials, possibly 'TFA', written in black ink in the bottom right corner of the page.

**ARTICLE XV**

**NON-DISCRIMINATION**

A. Neither the City nor the Association shall discriminate against any employee for membership or non-membership activity or non-activity in the Association.

B. The City shall abide by all applicable State laws as they pertain to the residency requirements of employees subject to this Agreement. As such the City shall not discriminate against any employee for purposes of wages, promotions, or assignments or any other conditions thereof should the employee choose to reside outside the City.

Handwritten initials 'TR' and a circled 'Q' in the bottom right corner of the page.

**ARTICLE XVI**

**FIREMEN'S RIGHTS**

A. Employees shall have access to their personnel files during business hours, Monday through Friday.

B. Employee's addresses and telephone numbers shall not be made available to members of the public.

Handwritten initials 'MP' and a circled 'A' in the bottom right corner of the page.

**ARTICLE XVII**

**LEGAL DEFENSE OF EMPLOYEES**

The City shall provide for the legal counsel in the defense of employees in accordance with N.J.S.A. 40A: 14-155 whenever an employee is a defendant in an action or legal proceeding arising out of or incidental to the performance of his duties, including false arrest, detention, imprisonment, malicious prosecution, libel, slander, defamation or violation of rights of privacy, wrongful entry or eviction or other invasion of private occupancy, and invasion of civil rights. The City shall provide for time payment of counsel fees, compensatory and punitive damages, costs of suit assessed against an employee deemed to have been acting in good faith within the scope of their employment.

Handwritten signature or initials, possibly "W@", in the bottom right corner of the page.



## ARTICLE XVIII

### OTHER CONDITIONS OF EMPLOYMENT

#### A. Seniority

Seniority shall be based upon date in rank. In the event of equal seniority, the standings of the individuals on the promotional exam for their present rank shall prevail.

#### B. Transfers

1. Definition - A transfer shall be defined as a permanent change from one fire battalion or tour to another battalion or tour of any bureau in the Fire Department.

2. The transfer of the Battalion Chief shall be solely the responsibility of the Chief of the Fire Department or his designee, except that nothing in this section shall prohibit a Battalion Chief from requesting, in writing, a transfer to a new and/or vacant assignment for which he is qualified.

3. All new and/or vacant assignments shall be posted on the Department bulletin boards as soon as possible and remain posted for ten (10) days. A copy of the posted notice will be provided to the Association office.

4. The Battalion Chiefs Associations shall receive copies of all correspondence to the Paterson Firefighter's Association, Paterson Uniformed Fire Officers Association and Paterson Deputy Chiefs Association, when such correspondence concerns, affects or impacts upon employees covered by this Agreement.

A handwritten signature or set of initials, possibly 'THC', written in black ink in the bottom right corner of the page.

**ARTICLE XIX**

**RETROACTIVE PAY**

The parties agree that all monetary items owed to members of the Uniformed Battalion Chiefs Association Bargaining Unit pursuant to this Agreement for the period of August 1, 2010 to the date of the signing of this Agreement shall be paid to them as soon as reasonably possible, but not to exceed two (2) months from the date of the execution of this Agreement.

Handwritten initials, possibly 'JP', followed by a large, stylized circular mark or signature.

**ARTICLE XX**

**SAVING CLAUSE**

A. This Agreement and all provisions herein are subject to all applicable laws, and in the event any provisions of this Agreement, or portion thereof, is held to violate such laws, said provisions, or portion thereof, shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision, or portion thereof, had not been part of this Agreement.

B. All employees covered by this Agreement shall also enjoy all applicable rights, privileges, and benefits, including all equivalent retirement benefits, which shall continue to accrue through retirement and thereafter, as that which is received by members of ranks previously held by the employee and who are subject to collective negotiations, including but not limited to, the rights, privileges and benefits set forth in the Association Collective Bargaining Agreement.

A handwritten signature, possibly "H. C.", is written to the left of a large, hand-drawn circle.

**ARTICLE XXI**

**PRIOR PRACTICES**

A. All other rights, benefits, and privileges enjoyed by employees which are not specifically provided for or abridged in this Agreement or in the Rules and Regulations, are hereby protected by this Agreement.

B. In cases of conflict between this Agreement and the Rules and Regulations, the Agreement shall prevail.

Handwritten initials, possibly 'TR', followed by a large, hand-drawn circle containing a smaller circle or symbol.

**ARTICLE XXII**

**MODIFICATION OF AGREEMENT**

The terms of this Agreement may be amended, modified, or terminated by mutual consent of the City and the Paterson Uniformed Battalion Chiefs Association, in writing, during the life of this Agreement.

Handwritten initials or signature, possibly "MP" followed by a circled "2" or similar mark.

**ARTICLE XXIII**

**ALCOHOL AND DRUG FREE WORKPLACE**

A. The City of Paterson Fire Department is committed to providing a safe work environment and to fostering the wellbeing and health of its employees. That commitment is jeopardized when any City of Paterson Fire Department employee improperly consumes alcohol or illegally uses drugs on the job, comes to work under their influence, or possesses, distributes or sells alcohol or drugs in the workplace. Therefore, the City of Paterson and the Association have agreed upon the "City of Paterson Fire Department Alcohol and Drug-Free Workplace Program", attached hereto as Appendix A.

B. The City shall draft additional language with respect to an Alcohol and Drug-Free Workplace to provide for a Random Alcohol and Drug Testing Policy to be incorporated into the previously proposed and agreed upon written policy (Appendix A). Upon review and agreement by the Bargaining Unit Representatives, such policy shall be implemented and included in Appendix A. The arbitrator shall retain jurisdiction of this matter as it relates to language of the Random Alcohol and Drug Testing Policy, in the event an agreement is not reached by the parties.

A handwritten signature, possibly "JP", is written to the left of a large, hand-drawn circle. The circle contains a stylized, swirling design.

**ARTICLE XXIV**

**TERM OF AGREEMENT**

1. This Agreement shall be in full force and effect from the first day of August, 2010 through and including the 31st day of July, 2019. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, said party must modify the other party in writing not less than sixty (60) days prior to such expiration date.

2. This Agreement shall remain in full force and effect during the period of negotiations until a new Agreement is executed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2 day of August, 2016.

CITY OF PATERSON

PATERSON UNIFORMED BATTALION  
CHIEFS' ASSOCIATION

  
MAYOR

