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CONTRACT

between

The CITY of PATERSON

and

PATERSON U. F. O. A.

LOCAL NO. 2-A

Paterson



August 1, 1988 to July 31, 1990

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PREAMBLE

This Agreement, effective as of August 1, 1988, by and between the City of Paterson, situated in the County of Passaic, State of New Jersey, hereafter referred to as the City and Local No. 2-A Uniformed Fire Officers Association, hereafter referred to as the U.F.O.A., is designed to maintain and promote a harmonious relationship between the City and such of its employees of the Uniformed Fire Department who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered.

ARTICLE 1

1. RECOGNITION - MANAGEMENT RIGHTS

1.1 Recognition

1.10 The city recognizes the U.F.O.A., Local No. 2-A as the sole and exclusive bargaining agent for the purpose of establishing salary, hours and other conditions of employment for all of the members of the unit established as follows: all paid full-time uniformed Captains and Fire Department Mechanics.

1.11 No individual covered under this Collective Bargaining Agreement shall be discriminated against by the City or the Association for his activities or lack of activities with respect to the Bargaining Unit and the Association.

1.2 Management Rights

1.20 The U.F.O.A., Local No. 2-A 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.

ARTICLE 2

2. GRIEVANCE PROCEDURES - ARBITRATION

2.1 Definition Of Grievance

2.10 Grievance — The term "grievance" shall be defined as a dispute between the parties to this Agreement, involving the interpretation or applications of any of the provisions of this Agreement.

2.11 Days — The terms "days" when used in this Agreement shall, except where otherwise indicated, exclude Saturdays and Sundays.

2.2 Procedure

2.20 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 should be made to expedite the process. However, when mutually agreed, the time limits given below may be extended.

2.21 Failure at any step of this procedure by the City to communicate to the Grievance Committee of Local No. 2-A the decision on a grievance within the specified time limit shall permit the Grievance Committee to proceed to the next step of the grievance procedure. As regards to steps 1 & 2, the person directly hearing the grievance will communicate directly with the aggrieved employee. Failure to announce an appeal of a grievance to the next step within the specified time limits shall terminate the grievance.

2.3 Grievance Steps

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

Step One (1) — Immediate Supervisor.

2.31 A grievant with his Grievance Representative shall take up a grievance with the employee's immediate supervisor within twenty-five (25) calendar days after its occurrence. If the grievance is not taken up by the employee or his representative within the allotted twenty-five (25) calendar days, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis within three (3) days.

Step Two (2) — Tour Commander and/or Deputy Chief.

2.32 If the grievance is not settled at Step One (1), the employee and his U.F.O.A., Local No. 2-A Grievance Committee representative shall, within three (3) days after the response of the immediate supervisor is received, take the grievance up with the Tour Commander or Deputy Chief on his tour on an informal basis. The Tour Commander and/or Deputy Chief shall have three (3) days within which to attempt to resolve the grievance.

NOTE - Steps One (1) and Two (2) shall be waived when the grievance concerns an order or directive which comes directly from the Chief of the Fire Department or his designee.

Step Three (3) — Fire Chief

2.33 If the grievance is not settled at Step Two (2), the grievance shall be reduced to writing stating exactly what article and section of the agreement is violated, and the exact nature of the grievance and a copy signed by the aggrieved party and representative of the Grievance Committee will be given to the Fire Chief within three (3) days. A copy will be given to the aggrieved employee. The Fire Chief or his designee shall discuss the grievance with the Grievance Committee and answer the grievance in writing within five (5) days of its receipt, sending a copy to the President of the U.F.O.A., Local No. 2-A, to the Grievance Committee and to the aggrieved employee.

Step Four (4) — Public Safety Director

2.34 If Step 3 fails to produce a settlement of the grievance, the grievance signed by the Grievance Committee and the aggrieved employee shall be presented in writing to the Director of Public Safety within three (3) days of the receipt of the Fire Chief's answer to Step Three (3). A copy of the Fire Chief's answer to Step Three (3) must be attached thereto. The Director of Public Safety or his designee shall respond in writing within ten (10) days of the receipt of the grievance to the Grievance Committee and the aggrieved.

2.35 If a grievance should occur with a management personnel who is not designated at Step One of the grievance procedure, the grievance shall commence at that step at which that management employee appears on the grievance procedure; i.e., a grievance with the Chief shall commence at the step in the grievance procedure upon which the Chief hears the grievance. All other steps in the grievance procedure, after that step, shall be followed accordingly. The grievance must still be filed within twenty-five (25) days of its occurrence.

2.4 Arbitration

2.40 If Step Four (4) 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 of its intention to do so. This Notice shall be served within ten (10) days from the conclusion of Step Four (4) and simultaneously a request shall be made to the Public Employment Relations Commission for the selection of an Arbitrator. The U.F.O.A., Local No. 2-A Grievance Committee shall determine whether or not the grievance or dispute is meritorious.

2.41 The selection of an arbitrator and arbitration shall be in accordance with the rules and procedures of the Public Employment Relations Commission.

2.42 The Arbitrator shall be prohibited from hearing more than one (1) issue except by mutual consent of the parties. However, the Arbitrator may hear procedural and substantive arbitrability issues together with the merits of any issue. The Arbitrator may hear a class grievance concerning a group of employees. 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 U.F.O.A. Local No. 2-A. The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.

2.43 In the event the U.F.O.A. and/or the employee elects to pursue Civil Service procedures, the grievance may not be taken to arbitration. Likewise, if the grievance is taken to arbitration by the U.F.O.A. it will not participate or give financial support to the employee pursuing remedies for the same grievance using Civil Service procedures.

2.44 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. The U.F.O.A. shall be advised where the same are kept.

ARTICLE 3

3. MANPOWER

3.1 Assignments

3.10 The City and the U.F.O.A. agree that it is desirable to protect the health and safety of the employees in the Fire Department.

3.11 Nothing in this Article shall require the City to hire additional personnel or require the assignment as an employee on an overtime basis. However, when an overtime man is to be hired to staff said company and the assigned officer is not present for that period then an officer will be hired for that company.

3.2 Civil Service List

3.20 A Civil Service list shall be maintained at all times. The Employer shall request the Civil Service Commission to hold another exam and shall make the request not later than ninety (90) days prior to the expiration of the existing list.

ARTICLE 4

4. WORK WEEK

- 4.10 The work week shall be an average forty-two (42) hour week over an eight (8) week cycle as per City Ordinance 5:4-22 Hours of Duty.

ARTICLE 5

5. SALARY

5.10 Salaries paid to all members of the U.F.O.A. shall not exceed 30% differential above the top grade firefighter, and shall be paid in accordance with the following schedule of Steps which represent a differential above a top grade firefighter.

Upon promotion:	One third (1/3) of the dollar difference between a top firefighter and the maximum for Captain.
After one (1) year in Rank:	An additional one-third (1/3) of the dollar difference between a top firefighter and the maximum for Captain.
After two (2) years in Rank:	Thirty percent (30%) above a top grade firefighter.

ARTICLE 6

6. LONGEVITY

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

Five years of service	2%
Ten years of service	4%
Fifteen years of service	6%
Twenty years of service	10%
Twenty-four years of service	12%

6.11 The parties agree to change the unit's longevity schedule to 2% steps after the completion of each four (4) years of service, up to a maximum of 12%, if the retirement bill known as "Twenty and Out" becomes State Law.

6.12 The longevity pay provided herein is now in effect and shall remain in effect during the term of this Agreement. It shall be included in the bi-weekly paycheck of the employees.

ARTICLE 7

7. EDUCATION BENEFITS

7.10 The employees shall receive education benefits in accordance with City Ordinance dated 12/21/73 and its amendment dated 11/8/84 and made a part of this Agreement. Copies of said City Ordinance may be examined in the Office of the Director of Public Safety.

ARTICLE 8

8. CLOTHING ALLOWANCE

8.10 The members of the unit shall receive an allowance of six hundred twenty-five (\$625.00) dollars effective January 1, 1988 and an allowance of six hundred seventy-five (675.00) dollars effective January 1, 1989. The allowance is payable in equal installments in July and November of each year.

8.20 The Clothing allowance received by members of the unit is accrued pro-rata, but shall not accrue during the time that an employee is on either an unpaid leave or on a terminal leave. An employee shall be entitled to receive payment of any accrued unpaid clothing allowance at the time of said employee's termination of employment as a paid full time Uniformed Fire Captain.

8.30 Replacement — The clothing allowance specified is for the replacement of clothing, equipment and property due to normal wear and tear. The clothing allowance is not for the replacement of clothing, equipment and property of an employee that is damaged, stolen, lost, destroyed or rendered unserviceable while performing his required fire duties.

8.40 Reimbursement

8.41 The City shall reimburse an employee for the replacement of clothing, equipment or property damaged, stolen, lost, destroyed or rendered unserviceable in the course of performing his required fire duties.

8.42 The City shall reimburse an employee for the replacement of eyeglasses, time pieces and dentures which are damaged, stolen, lost, destroyed or rendered unserviceable in the course of performing his required fire duties. The reimbursement shall not exceed \$50.00 for each item and occurrence as to these items.

8.50 Proof of Loss: The employee shall furnish proof that such loss occurred during the performance of his required fire duties regarding sections 8.41 and 8.42.

8.60 The amount of clothing allowance due in section 8.10 shall not be reduced because of sections 8.30 and 8.40.

ARTICLE 9

9. OTHER PAYMENTS

9.1 Overtime

- 9.10 Overtime will be paid at time and one half, at a rate determined by dividing the bi-weekly gross pay by eighty-four (84) hours, as follows:
- 9.11 An assigned tour of duty over and above the regular work period will be paid from the first minute.
- 9.12 Overtime at the end of regular tour of duty will be paid in cash or time back, at the employee's discretion, for multiples of fifteen (15) minutes, rounded to the nearest quarter of an hour.
- 9.13 Whenever overtime is required, it shall be rotated among employees who are on the overtime roster by tour. If an employee refuses an assignment to work overtime, he shall be considered as having worked such overtime for the purpose of maintaining the proper order of rotation for future overtime assignments. The overtime roster shall be available for inspection by a designated U.F.O.A. representative upon request during regular office hours.
- 9.14 Should overtime be payable under more than one provision of this Agreement for the same hour worked, the employee only will receive overtime for the higher amount of overtime payable and not for both. In other words, there will be no pyramiding of overtime pay.

9.2 Recall

- 9.20 An employee recalled to duty shall receive a minimum of two (2) hours pay at time and a half.
- 9.21 All employees shall be paid time and one half for the time spent in Court on job-connected appearances when they are not otherwise scheduled for duty as follows:

9.22 A minimum of one (1) hour and a maximum of four (4) hours per appearance in Court.

9.23 Time spent per appearance which exceeds one (1) hour shall be rounded to the closest quarter (1/4) hour.

9.3 Time Of Payment

9.30 Payment for Sections 9.1, 9.2 and 9.3 shall be paid to employees in the first pay period following the pay period in which overtime, recall or Court appearances occurred.

9.4 Wash-up Time

9.40 Subject to approval of such time by the Tour Commander following a Company's return from a firefighting, or other emergency, the Company shall be granted twenty (20) minutes for purpose of wash-up and otherwise permitting the employees to prepare themselves for return to active duty. Said Company shall be placed on last call. The Tour Commander shall not unreasonably withhold approval of this time.

9.5 Night Differential

9.50 A night Differential of three percent (3%) shall be paid to employees who work between the hours of 6:00 P.M. to 8:00 A.M.

ARTICLE 10

10. LEAVE OF ABSENCE

10.1 Leave Without Pay

10.10 Any employee may be granted Leave without Pay for a period not to exceed six (6) months with the approval of the Director of Public Safety.

10.2 Leave With Pay

10.20 Any employee covered by this Agreement may be granted Leave with Pay for up to four (4) hours to attend sudden emergencies involving his well being or that of his family with 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.

10.3 Funeral Leave

10.30 Employees shall be granted Leave with pay for the death of a wife, husband, child, father, mother, brother or sister, father-in-law, mother-in-law, grandmother, grandfather, brother-in-law or sister-in-law or foster children. Said leave shall be from the date of death until the day after the funeral, when the officer shall report for duty; day after funeral ends 5:59 p.m.

10.31 Employees may be granted up to one (1) day with pay for the death of an uncle, aunt or other blood relative not included in 10.30 above, in accordance with Department Rules and Regulations.

10.32 Special leave may be arranged with the Chief of the Department or his designee for unusual circumstances concerning the burial of a family member or arrangement for burial.

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

10.34 Official notice of death shall be furnished to the employer by the employee upon request.

ARTICLE 11

11. VACATION - HOLIDAYS - PERSONAL LEAVE DAYS

11.1 Total Leave

- 11.10 The total leave days including but not limited to paid leave previously called vacation, holidays and personal days, shall be as follows:
- 11.11 All employees covered under this Contract shall receive thirty-three (33) calendar days during each calendar year.

11.2 Personal Leave Days

- 11.20 Included in the total leave permitted in Section 11.11 the employee shall receive four (4) personal leave days per year. These days shall not be cumulative unless the employer is unable to grant them in the year in which they are due.
- 11.21 Employees shall, except in an emergency, request personal leave days at least five (5) days in advance.
- 11.22 Personal leave days must be approved by the Chief or his designee and said approval shall not be unreasonably denied. Once personal leave days are granted, they cannot be rescinded.
- 11.23 The application of the general leave schedule contained in Section 11.11 shall not affect the past practice of scheduling personal leave days as contained in 11.20, 11.21, 11.22.

11.3 Scheduling

- 11.30 Leave and personal leave days shall be schedule by management in the same manner as heretofore and continue to be so scheduled until the Committee of the U.F.O.A. and management negotiate and agree to a more flexible system of scheduling all types of leave days, which will reduce current peaks.
- 11.31 All employees shall be guaranteed two (2) cycles of leave during the late June - early September vacation period. Leave outside of the late June - early September vacation period for all employees shall be scheduled with present practice. No employee shall be required to take a two (2) cycle leave during the late June - early September vacation period and may take said leave some other time.

11.32 An employee may select annual vacation based upon his entitlement. If employee is promoted to Captain or any other position considered covered by this Agreement on or prior to June 30, he is entitled to the higher amount of total leave days as set forth in Article 11.11 for the full year. If employee is promoted after June 30, the higher amount of total leave days as set forth in Article 11.11 is effective the following January 1.

11.33 It is understood that the leave schedule is an experimental program during the term of this Contract.

ARTICLE 12

12. SICK LEAVE

12.10 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 paragraph 12.20.

12.20 Employees shall be "docked" a one-half (1/2) day's pay per occurrence of sick leave only for the first work day or part thereof for sick leave, calculated at their hourly rate; bi-weekly base salary divided by eighty-four (84) hours.

ARTICLE 13

13. TERMINAL LEAVE

13.10 Employees who retire on a pension shall receive sixty (60) working days, which is to be considered Seven-Hundred and Twenty (720) hours, as Terminal Leave, and shall have the option of receiving a lump sum payment in lieu of the Terminal Leave.

The lump sum payment shall be calculated at 35.6% of the employee's base salary as of his last day of active duty.

13.11 Sick Leave taken and paid by the employer within the twelve (12) month period immediately preceding the commencement of the employee's Terminal Leave, shall be deduced from said Terminal Leave.

13.12 Sick Leave, which is due to a service-connected injury, shall not be deducted from said Terminal Leave.

13.13 Sick leave for which an employee is docked (not paid by the employer) under Article 12.20, shall not be deducted from said Terminal Leave.

13.14 Provisions stated in Sections 13.11, 13.12, and 13.13 shall pertain to Section 13.10.

ARTICLE 14

14. RELEASE TIME - UNIT ACTIVITY

14.1 Negotiating Committee

14.10 The City agrees to give release time, with pay, to no more than three (3) members designated to meet with the City for the purpose of negotiating an Agreement.

14.2 Grievance Committee

14.20 The City will give release time, with pay, to the members of the Grievance Committee after they first report to their respective companies and commanding officers. The release time shall only be given to the member of the committee for the purpose of adjusting grievances and disputes between the U.F.O.A., Local No. 2-A and the City. The aforementioned release time, with pay, will apply to a maximum of two (2) members of the Grievance Committee in the event that such member of the Grievance Committee is scheduled to work.

14.21 The U.F.O.A., Local No. 2-A Grievance Committee shall consist of the President or his designee by written appointment, and the grievance representative who responded to the grievant or reported the grievance, and the aggrieved.

14.3 Other Release Time

14.30 *Membership Meeting* - The City will give release time, with pay, to one (1) member designated by the U.F.O.A., Local No. 2-A to attend local or state membership meetings of the U.F.O.A. The member designated shall give reasonable notice, twenty-four (24) hours, to the Chief of the Fire Department or his designee that he will attend a meeting.

14.31 *Elected Officials* - The City shall give release time with pay, to three (3) elected officials of the U.F.O.A., Local No. 2-A to attend local membership meetings of the U.F.O.A. The elected officials shall give twenty-four (24) hours notice to the Chief of the Fire Department or his designee that they will attend a meeting.

14.32 *State Executive* - The City shall give release time, with pay, to the State Executive of the U.F.O.A. - F.M.B.A., Local No. 2-A to attend membership meetings of the State U.F.O.A. - F.M.B.A.

14.33 *State Committees* - The City agrees to give release time with pay to three (3) duly authorized representatives of State Committees to conduct official business necessary for performance of the duties of his respective office. The Chief of the Fire Department, or his designee, shall be given at least 48 hours notice.

14.34 *F.M.B.A. State Convention* - The City will give release time, with pay, to duly authorized U.F.O.A. elected representatives to attend the F.M.B.A. State Convention, in accordance with N.J.S.A. 11:26-C-4. The Chief of the Fire Department will be given names of the delegates at least thirty (30) days prior to the convention.

14.35 *President* - The City agrees to give release time, with pay, to the President of the U.F.O.A. or his designee, to conduct official business necessary for the performance of the duties of his respective office, provided such release time does not interfere with the emergency requirements of the Fire Department and such request is made to the Chief of the Fire Department in advance of such leave.

14.36 *Shield Decal* - A maximum of two (2) members of the U.F.O.A., Local No. 2-A designated by the President, shall be given release time, with pay, to survey and distribute to business establishments in the City of Paterson a window emergency shield decal. Members must report to duty first. The participation in the Shield Decal program by members of U.F.O.A., Local No. 2-A shall be under the same practice as the F.M.B.A. and shall be only to replace F.M.B.A. members when a request for such replacement is made by the president of Paterson F.M.B.A., Local No. 2 and provided such request has been approved by the Fire Chief.

ARTICLE 15

15. HEALTH BENEFITS

15.1 Hospital, Medical, Drug-Prescription, Dental, and Optical

15.10 The City shall pay the full cost of hospital and medical insurance for full-time employees and their eligible dependents for the benefits currently in effect.

15.20 The City shall pay the full cost of the drug-prescription plan currently in effect for full-time employees and their eligible dependents. The drug-prescription plan provides for a two (\$2.00) dollar co-pay per prescription and excludes oral contraceptives.

15.30 The City shall pay the full cost of the dental plan in effect on February 1, 1985 for full-time employees and their eligible dependents.

15.40 The City shall pay the full costs of an optical plan for full-time employees.

15.5 Hospital, Medical and Drug-Prescription - Retirees

15.50 The City shall pay the full cost of hospital, medical and drug-prescription coverage for the individual employee, spouse and dependent unmarried children under the age of twenty-three (23) for employees who retire on a paid pension under the following circumstances:

1. Employee retires after twenty-five (25) years of continuous service with the City.
2. Employee retires with fifteen (15) years of continuous service with the City and has attained the age of sixty-two (62).
3. Employee retires on an accident disability pension or ordinary disability pension with not less than five (5) years continuous service with the City.

The Employer will pay the cost of the aforementioned insurance until the death of the retiree.

15.51 Any retired member of the bargaining unit covered under the provisions of this section taking employment with any other employer providing medical-hospital and drug-prescription insurance in the aggregate substantially equivalent to the City's insurance plan(s) shall be taken off the City's coverage while so employed.

15.52 Upon the death of the retiree, the surviving spouse and dependent children under the age of twenty-three (23) shall be entitled to remain enrolled in the City's medical-hospital insurance plan, with the full premiums being paid by the surviving spouse. This coverage shall cease when any of the following occur:

1. Widow dies.
2. Widow remarries.
3. Widow reaches age 65.

15.53 The City will pay the full cost of Medicare supplement effective August 1, 1989 for those employees who retired on and after August 1, 1987.

15.54 The provisions of Section 15.50 are effective August 1, 1989 for those employees who retired on or after August 1, 1987.

15.55 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.

15.6 Hospital and Medical - Widows

15.60 The Employer shall pay the cost of medical and hospital insurance for the widows and eligible dependents of employees who die while on duty.

15.61 The Employer shall pay one-half (1/2) the cost of medical and hospital insurance for the widows and eligible dependents of employees who die while not on duty. Effective August 1, 1989, the Employer shall pay the cost of the aforementioned insurance.

15.62 The hospital and medical coverage shall be the same given other Fire Department employees.

15.63 The provisions of 15.60 and 15.61 shall cease when any of the following occur:

1. Widow dies.
2. Widow remarries.
3. Widow reaches age 65.

15.7 Insurance Carriers

15.70 The City reserves the right to self-insure or to change insurance companies in providing the health benefits agreed to hereunder as long as the benefits set forth in this Agreement and presently in effect are in the aggregate substantially equivalent. The President of the U.F.O.A. will be notified by the City in advance regarding any such changes.

15.8 Insurance Officer

15.80 The City agrees that the President of the U.F.O.A. or his designee shall represent all members of the U.F.O.A., Local No. 2-A in any and all insurance matters.

15.81 The City of Paterson shall provide a telephone in order for the Insurance Officer to provide service to the U.F.O.A. members. Telephone calls relative to the Medical / Hospitalization / Drug Prescription / Dental shall be considered as official business.

15.82 The City shall provide all literature pertaining to insurance matters. (self-insurance or commercial).

15.83 The City shall notify the President of the U.F.O.A. of any and all meetings pertaining to insurance.

15.84 The Insurance Officer shall receive Leave with Pay, in order to attend Insurance meetings or business.

15.85 The City shall provide the Insurance Officer with copies of all master contracts pertaining to all employees of the U.F.O.A., Local No. 2-A.

ARTICLE 16

16. WORKING CONDITIONS

16.1 Snow Blowers

The City will provide operating snow blowers for the Madison Avenue, Southside, Hillcrest and Lakeview firehouses. It is further understood that failure of the snow blowers to perform does not release the firefighters from their obligation to remove snow at the firehouses.

16.2 Fire Department Boat

Employees shall not be required to man the Fire Department boat or any other craft to clean the Falls; however, employees shall be required to launch the boat or craft to be used by others to clean the Falls.

16.3 Non-Firefighting Duties

- 16.30 An employee shall not be required to perform any "police" or other related duties normally performed by members of the Division of Police.
- 16.31 An employee shall not be required to perform those duties which are normally performed by other City Divisions or agencies.
- 16.32 Employees shall not be required to handle, remove or disarm any bomb or explosive device.

16.4 Maintenance Of Apparatus And Equipment

All apparatus and equipment shall be maintained in a proper and safe manner. An employee shall not be required to service or do any mechanical work on department apparatus other than routine inspection and routine maintenance; example: refueling and checking fluids.

16.5 Maintenance Of Facilities

The City shall properly maintain all quarters in which Fire Department personnel are assigned; which shall include but not be limited to painting, replacement of fixtures, electrical and plumbing work.

16.6 Furnishings

The City shall continue to provide furnishings for all quarters in which Fire Department personnel are assigned; which shall include but not be limited to desks, tables, chairs, cabinet storage, refrigerators, gas or electric ranges, mattresses and lockers.

16.7 Supplies

The City shall provide adequate supplies for all quarters in which Fire Department personnel are assigned; which shall include, but not be limited to, soap, paper towels, toilet tissue and cleaning materials.

16.8 Parking

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.

ARTICLE 17

17. OTHER CONDITIONS OF EMPLOYMENT

17.1 Residence Outside Paterson

An employee may, if he so chooses, reside outside the jurisdiction of the City and he shall not be discriminated against in any way, including but not limited to wages, promotion, assignments, or any other conditions affecting his employment, unless otherwise changed by State Statute.

17.2 Seniority

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

17.3 Permanent Close Of Company

When a company is permanently closed, for economic or other reasons, the senior Captains have an option to go to another company rather than becoming a floater, if said Captain has seniority over the Captain presently assigned to the Company.

17.4 Transfers

17.40 Definitions: A transfer shall be defined as a permanent change from one fire company or tour to another fire company or tour of any bureau in the Fire Department.

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

17.42 All new and/or vacant assignments shall be posted on 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 U.F.O.A. office.

17.5 Mutual Swaps

Tour Commander shall have the right to approve tour exchanges within the affected company, subject to the disapproval of the Chief of the Fire Department or his designee.

17.6 Early-Late Relief

A maximum of one and one-half (1 & 1/2) hours early or one and one-half (1 & 1/2) hours late relief may be utilized on a rank-for-rank basis (a Captain may relieve a Captain) provided such early or late relief has been approved in advance by the next higher rank on duty.

17.7 Acting Officer

17.70 Any employee who serves in an acting capacity in a higher classification, shall be paid the rate of pay of the higher classification on completing fifteen (15) working days in that classification. The rate of pay of the higher classification will be paid on the sixteenth (16) working day and thereafter.

17.71 An employee on beginning an acting assignment shall be afforded every opportunity to complete fifteen (15) working days in an acting capacity.

17.72 Any employee who works in said acting capacity for more than two (2) hours on a tour, shall be credited with one (1) day toward the fifteen (15) working days. If the fifteen (15) working days have been reached, he shall be paid at the higher rate.

17.73 Any employee who is recalled to duty and acts as an officer in a higher capacity, shall be credited with one (1) day toward the fifteen (15) working days.

17.74 Management shall not arbitrarily relieve any employee from an acting assignment for the sole purpose of preventing him from serving the required number of days specified in this article.

17.75 Employees of this Association assigned to a higher rank in an acting capacity, shall be taken from a current Civil Service list for that rank. The employees shall be selected by the Chief from the same tour the vacancy exists.

ARTICLE 18

18. DUES CHECKOFF

18.10 The City agrees to checkoff 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 U.F.O.A. following the second pay period of each month.

18.11 The City agrees that the U.F.O.A. is entitled to a service fee from each member of the Fire Department who is covered by this Agreement.

18.12 Upon the request of the U.F.O.A. the City shall deduct a representation fee from the wages of each employee who is not a member of the U.F.O.A. but is covered by this Agreement.

18.13 These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after reentry into employment in the unit.

18.14 The amount of said representation fee shall be certified to the City by the U.F.O.A. which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the U.F.O.A. to its own members.

18.15 The U.F.O.A. 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.

18.16 The City shall remit the amounts deducted to the U.F.O.A. following the second pay period of each month.

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

18.18 For the purpose of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

ARTICLE 19

19. UNIT ACTIVITY

19.1 Bulletin Boards

19.10 It is agreed that the U.F.O.A. is entitled to use all official fire department bulletin boards for the purpose of posting notices to its members, provided that such notices shall be clearly identified as U.F.O.A. notices and approved by the President of the U.F.O.A..

19.11 To prevent tampering or improper use of these bulletin boards, the U.F.O.A. may provide them with clear faced locking mechanisms. Keys shall be provided to the Chief of the Fire Department or his designee.

19.2 Meeting With Employees

It is recognized that the free flow of information and guidance of U.F.O.A. members is essential to maintain good order within the bargaining unit and the Fire Department. Therefore, U.F.O.A. representative shall be permitted to meet with and conduct U.F.O.A. business with employees who are on duty in the firehouses. This practice shall not be abused.

19.3 Solicitation

To prevent undue disruption of work, no individual shall be permitted to solicit on-duty employees or enter or cause to be distributed in any firehouse, material which is not approved by the U.F.O.A. President.

19.4 Office Space

The City shall provide an office for the sole use of the U.F.O.A. The U.F.O.A. shall bear the full cost of furnishing said office; however, the City shall provide a Department phone to be used by the U.F.O.A. for official business only limited to non-toll telephone calls, at City's expense.

19.5 Roster Of Unit Members

The City shall furnish, at city's expense, to the U.F.O.A. once a year, an update listing or roster which shall contain the names, current addresses and telephone numbers of Captains and Fire Department Mechanics, as such information is reflected in the files of the City, to be used solely for the U.F.O.A. business.

19.6 Discipline - Meeting With Chief

The U.F.O.A. shall be notified within two (2) days of action taken and be entitled to meet with the Chief or his designee within and additional two (2) days to discuss disciplinary action which affects the employees' continued employment, salary or benefits without prejudice to the employees' or U.F.O.A.'s rights in the grievance procedure. The U.F.O.A. shall be entitled to be present at any meeting, hearing or interview, at the request of the employee, held for the purpose of considering disciplinary action resulting in the loss of more than one (1) workday's pay or benefits.

ARTICLE 20

20. BAN ON STRIKES

20.10 It is recognized that the need for continued and uninterrupted operation of the city's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

20.11 Adequate procedures having been provided for the equitable settlement of grievance arising out of this Agreement, parties hereto agree that there will not be and that the U.F.O.A., its' officers, members, agents or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

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

20.13 The U.F.O.A., Local No. 2-A shall not be held liable for unauthorized acts of unit employees.

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

ARTICLE 21

21. RULES AND REGULATIONS, GENERAL ORDERS, AND COMMUNICATIONS

21.10 The city may establish and enforce reasonable Rules and Regulations in connection with its operation of the Fire Department and maintenance of discipline, provided such Rules and Regulations are not in conflict with the provisions of this Agreement.

21.11 Proposed new Rules and Regulations or modifications of existing Rules and Regulations governing working conditions shall be reviewed and discussed with a representative of the U.F.O.A. before they are established.

21.12 Copies of all General Orders, Rules and Regulations and Communications which affect wages, hours, terms and conditions of employment for the employees covered by this Agreement, shall be furnished to the U.F.O.A. President or his designee within twenty-four (24) hours of their promulgation.

ARTICLE 22

22. PRIOR PRACTICES

22.10 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.

22.11 In case of conflict between this Agreement and the Rules and Regulations, the Agreement shall prevail.

ARTICLE 23

23. AGREEMENT

23.1 Effect Of Agreement

It is understood that this Agreement is a lawful document, binding on both parties, their representatives and members of the bargaining unit. Violations of this Agreement will constitute ground for recommending disciplinary action by either party at an appropriate level.

23.2 Saving Clause

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

23.3 Modification

Individual terms and conditions of this Agreement may be amended, modified, or terminated by mutual consent of the City and the U.F.O.A. during the life of this Agreement.

23.4 Printing

As soon as possible after the execution of this Contract, the parties shall prepare one hundred (100) copies of the Contract in booklet form and shall share the cost equally.

23.5 Fully Bargained Provision

This Agreement represents and incorporates the complete and final understanding of settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

During the terms of this Agreement, neither party will 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 signed this Agreement.

23.6 Terms Of Agreement

23.60 This Agreement shall be in full force and effect from August 1, 1988 through and including July 31, 1990. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, it must notify the other party in writing not less than sixty (60) days prior to such expiration date.

23.61 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 caused their names to be signed on this 1st day of June, 1990.

THE CITY OF PATERSON, NEW JERSEY

BY: Anna-Lisa Orszak Mayor

James J. Bauman Acting Business Administrator

UNIFORMED FIRE OFFICERS ASSOCIATION, LOCAL NO. 2-A

BY: Garet Knorr Jr. President

Philip J. Bartolotto Vice President

Peter J. Rutusen Secretary