

Revised August 1, 2016

CONTRACT

BETWEEN

THE CITY OF PATERSON

AND

PATERSON DEPUTY FIRE CHIEFS' ASSOCIATION

EFFECTIVE AUGUST 1, 2010 THROUGH JULY 31, 2019

LAW OFFICE OF STEVEN S. GLICKMAN, LLC
570 BROAD STREET, SUITE 1201
NEWARK, NJ 07102
973-877-3823

TP MB

TABLE OF CONTENTS

ARTICLE	PAGE
Preamble	1
Article I - Recognition	2
Article II - Dues Checkoff	4
Article III - Grievance Procedure	6
Article IV - Salary and Other Payments	10
Article V - Longevity and Educational Benefits	15
Article VI - Vacation Days, Holidays, Personal Leave Days	17
Article VII - Sick Leave	18
Article VIII - Terminal Leave	19
Article IX - Workweek	20
Article X - Health Benefits	21
Article XI - Activity Protected	28
Article XII - Leave of Absence	29
Article XIII - Seniority	30
Article XIV - Non-Deputy Chief Duties	31
Article XV - Ban on Strikes	32
Article XVI - Working Conditions	33
Article XVII - Non-Discrimination	35
Article XVIII - Fireman's Rights	36
Article XIX - Legal Defense of Employees	37
Article XX - Retroactive Pay	38
Article XXI - Other Conditions of Employment	39
Article XXII - Saving Clause	40



Article XXIII - Prior Practices 41
Article XXIV - Modification of Agreement 42
Article XXV - Alcohol and Drug Free Workplace 43
Article XXVI - Term of Agreement 44

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 Deputy Fire 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.

Handwritten initials, possibly 'WP', followed by a circled mark containing the letters 'MB'.

ARTICLE I

RECOGNITION

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

B. MANAGEMENT RIGHTS

1. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including the right to manage the affairs of the City and to direct the working forces and operations of the City, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.

2. In the exercise of the foregoing powers, 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 due to 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 Department affected, order, safety or the effective after reasonable notice thereof

4. The exercise of the foregoing operations of the to the employees powers, 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 the State of New Jersey and to the United States.

ARTICLE II

DUES CHECKOFF

A. The City agrees to check off employee dues and assessments uniformly arrived 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. Upon written request of the Association, the City shall deduct a representation fee from wages of each employee who is not a member of the Association.

C. The amount of said representation fee shall be certified to the City by the Association, which amount shall not exceed eighty-five (85.0%) percent of the regular membership dues, fees, and assessments charged by the Association to its own members.

D. 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.

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

F. 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.

ARTICLE III

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.

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

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

STEP A: FIRE CHIEF

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

STEP B: DIRECTOR OF FIRE

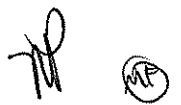
If the grievance is not settled at Step A, the grievance shall be reduced to writing stating what Article and Section of the Agreement has allegedly been violated, the nature of the grievance, and the remedy being sought, and shall be presented in writing to the Director of Fire within three (3) calendar days of the Fire Chief's answer to Step A. 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.

Handwritten initials, possibly 'JH', and a circular stamp containing the letters 'MF'.

STEP C: ARBITRATION

1. If Step B 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 B. 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.

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 a request, the American Arbitration Association may be scheduled to help select an arbitrator by either party after five (5) calendar days' notice to the other party of its intention to do so. In such instance, the rules and procedures of the American Arbitration Association shall prevail.



3. The arbitrator shall be prohibited from hearing more than one 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.

4. 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.

5. In the event the Association 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 Association, it will not participate or give financial support to an employee pursuing remedies for the same grievance using Civil Service procedures.

6. All copies of the 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.

Handwritten initials, possibly 'JP', and a circled mark, possibly a signature or initials, located in the bottom right corner of the page.

ARTICLE IV

SALARY and OTHER PAYMENTS

A. SALARY

1. For all employees covered by this Agreement, the following salary increases shall be paid by adding them to the then existing base salary rate:

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 \$148,927.69 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 \$153,023.20 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 \$157,231.33 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 \$160,375.95 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 \$161,979.70 as of July 31, 2018.

j. The PDCA 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 Battalion Fire Chiefs salary and the maximum Deputy Fire Chiefs salary. Step 1 shall be attained upon promotion to the rank of Deputy Fire Chief. Step 2 shall be attained upon the completion of six (6) months after promotion to the rank of Deputy Fire Chief. Step 3 shall be attained upon completion of (2) years after the move to Step 2.

3. 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.

B. RECALL

Any Deputy Chief recalled to duty shall receive a minimum of two (2) hours pay at the straight time rate.

C. COURT TIME

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

2. The City shall be required to pay overtime to Deputy 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 the Fire Chief's salary when a Deputy Chief works in an acting Fire Chief's position except when the Fire Chief takes approved and recorded leave days.

D. NIGHT DIFFERENTIAL

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

E. 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.

F. 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.)

Handwritten initials, possibly 'JP', and a circled mark, possibly 'MF', in the bottom right corner of the page.

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.

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.

Handwritten initials 'JP' and a circular stamp with illegible text.

ARTICLE V

LONGEVITY AND EDUCATIONAL BENEFITS

A. LONGEVITY

1. Effective August 1, 2009, 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 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.



B. EDUCATIONAL BENEFITS

The employees shall receive education benefits in accordance with City Ordinance dated 12/21/73 and its amendment dated 11/7/84. Copies of said City Ordinance may be examined in the Office of the Director of Fire.

Handwritten initials, possibly 'JP', followed by a circled mark containing the letters 'MR'.

ARTICLE VI

VACATION DAYS, HOLIDAYS, PERSONAL LEAVE DAYS

A. The total number of leave days including 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.

B. The total leave days for Deputy Chiefs shall be the total of twenty (20), twenty-four (24) hour days annually.

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

D. Employees shall, except in an emergency, request personal leave days at least five (5) days in advance.

E. 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.

F. The application of the general leave schedule contained in Section A shall not affect the past practice of scheduling personal leave days as contained in Sections C, D, and E.

G. 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.

Handwritten initials, possibly 'JP', and a circled mark, possibly a signature or initials, located in the bottom right corner of the page.

ARTICLE VII

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.

B. Deputy Fire Chiefs shall not be "docked" for sick leave.

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.

JP (WP)

ARTICLE VIII

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.

Handwritten initials 'YJP' and a circled mark containing the letters 'MTB'.

ARTICLE IX

WORKWEEK

A. For Deputy Chiefs not assigned to the Chief's Office, the work week 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 Deputy Chief assigned to the Chief's office shall be determined by the Chief.

ARTICLE X

HEALTH BENEFITS

A. HOSPITAL, MEDICAL, DENTAL AND PRESCRIPTION - EMPLOYEES

1. 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 PDCA 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 PDCA 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 the 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.



3. The City shall pay the full cost of the current 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 full time 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 under the age of twenty-six (26) years 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.

7/10 MP

c. Employee retires on an accidental disability pension or ordinary disability pension with not less than five (5) years continuous service with the City. The City will pay the cost of the aforementioned insurance until the death of the retiree. Effective January 1, 1997, the City shall pay the full cost of the hospital, medical, dental and prescription card for the surviving spouse and eligible dependents of deceased retired employees. This coverage for surviving spouse and eligible dependents shall cease when any of the following occur:

1. Surviving spouse remarries

2. Surviving spouse obtains prescription card from another source.

2. Upon the death of the retiree, the surviving spouse and dependent children 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) years for the full calendar year in which they attain the age of twenty-six (26), if the dependent child is a student.

Handwritten initials, possibly 'WP' and a circled mark, located in the bottom right corner of the page.

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

5. The provisions of Section C are effective July 31, 1989 for those employees who retire 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 System, Division of Pensions.

C. HOSPITAL, MEDICAL, DENTAL AND PRESCRIPTION - WIDOWS

1. The City shall pay the cost of hospital, medical 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 hospital, medical, 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 A1 and A2 shall cease when any of the following occur:

- a. Widow dies
- b. Widow remarries

D. INSURANCE CARRIERS

The City reserves the right to self-insure or to change insurance companies providing the health benefits agreed to hereunder as long as the benefits and fee schedules set forth in the Agreement are substantially equivalent to the existing (as defined in Section A, Section E5a and b, and/or Section E6a 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 Association shall be notified by the City in 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 Association 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.

E. 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 they 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.

Handwritten initials, possibly 'MP', and a circled mark containing the letters 'MF'.

2. Nothing in the 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 continue 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 contract or otherwise .

3. All retirees with an effective retirement date after July 1, 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 E1, E2, and E3 above shall survive the expiration of the collective negotiations agreement in effect between the parties hereto at any time.

Handwritten initials, possibly 'MP', and a circled mark, possibly 'MP', located in the bottom right corner of the page.

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 PDCA. 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 PDCA with one hundred twenty (120) days' notice.



ARTICLE XI

ACTIVITY PROTECTED

No Deputy Fire Chief shall be discriminated against by the City or the Association by reason of his membership in the association, activity or non-activity on behalf of the Association or his instituting or refusing to institute any grievance under this Agreement.

ARTICLE XII

LEAVES OF ABSENCE

A. LEAVE WITHOUT PAY

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

B. 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, uncles, step parents, step children, and any 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. The day after the funeral ends 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 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.



ARTICLE XIII

SENIORITY

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



ARTICLE XIV

NON-DEPUTY CHIEF DUTIES

Except in an emergency in which no qualified Fire Department employees are available and capable of performing an emergency function, no member of the bargaining unit shall be assigned to perform any duties outside the duties of the Deputy Fire Chief as described by the New Jersey Civil Service Commission.

ARTICLE XV

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 that there should be no interference with such operation.

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, or suggest strikes, slow-downs, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performances.

C. The City has 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.



ARTICLE XVI

WORKING CONDITIONS

A. NON-DEPUTY 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 Deputy 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 conduct bomb searches.

B. MAINTENANCE OF FACILITIES

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

C. FURNISHINGS

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

D. SUPPLIES

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

E. PARKING

A single reserved designated parking space at Central Headquarters shall be provided for the on-duty Deputy Fire Chief.



F. DEMOTION

If any member of this unit is demoted through no cause of his own that member shall be given first choice of filling in as Acting Deputy Chief if the position is to be filled.

G. SUSPENSIONS

Pending the determination of any charges, a hearing and/or court proceeding, a Deputy 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.

ARTICLE XVII

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.

WP (MP)

ARTICLE XVIII

FIREMEN'S RIGHTS

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

B. Employees' addresses and phone numbers shall not be made available to members of the public.

ARTICLE XIX

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 right of privacy, wrongful entry or eviction or other invasion of private occupancy, and invasion of civil rights. The City shall provide for the 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 initials, possibly 'MP', and a circular stamp containing the letters 'MP'.

ARTICLE XX

RETROACTIVE PAY

The parties agree that all monetary items owed to members of the Association Bargaining Unit pursuant to this Agreement for the period August 1, 2014 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 'MP', and a circled mark, possibly '10', located in the bottom right corner of the page.

ARTICLE XXI

OTHER CONDITIONS OF EMPLOYMENT

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

Handwritten initials, possibly 'JP', and a circular stamp containing the letters 'MT'.

ARTICLE XXII

SAVINGS 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 portions 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 a part of the Agreement.

B. All employees covered by this Agreement as well as the Fire Chief 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 this Collective Bargaining Agreement.

Handwritten initials, possibly 'MP', and a circular stamp containing the letters 'MP'.

ARTICLE XXIII

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

ARTICLE XXIV

MODIFICATION OF AGREEMENT

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

TP 

ARTICLE XXV

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.

Handwritten initials, possibly 'MP', and a circled mark containing the letters 'MT'.

ARTICLE XXVI

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 notify 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 on this 2nd day of August, 2016.

CITY OF PATERSON

PATERSON DEPUTY FIRE
CHIEFS ASSOCIATION



MAYOR

 #2-16
