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AGREEMENT  
between  
THE CITY OF PASSAIC  
and  
THE PASSAIC FIRE OFFICERS'  
ASSOCIATION OF THE CITY  
OF PASSAIC

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JANUARY 1, 1994 -- DECEMBER 31, 1994

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10/20/2017

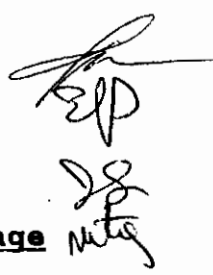
  
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**PREAMBLE**

This Agreement entered into this        day of  
1995 by and between the City of Passaic, in the County of Passaic,  
a municipal corporation of the State of New Jersey, hereinafter  
referred to as the "City", and the Passaic Fire Officer's  
Association hereinafter referred to as the "Association" represents  
the complete and final understanding on all bargainable issues  
between the City and the Association.

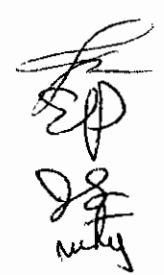
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**ARTICLE I**  
**RECOGNITION**

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A. The City hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning terms and conditions of employment for the following uniformed personnel of its Fire Department, excluding all other personnel of such Department: Deputy Chiefs, Battalion Chiefs, Captains, Lieutenants.

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**ARTICLE II**  
**MANAGEMENT'S RIGHTS**

A. Except to the extent expressly modified by a specific provision of this Agreement, the City of Passaic possesses the sole right and responsibility to operate and manage its Fire Department and all management rights repose in it. These rights include but are not limited to the rights: to determine the existence or nonexistence of facts which are the basis of the City Fire Department, and/or Management decision; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Passaic and, from time to time, to change or abolish such practices or procedures; to determine and, from time to time, redetermine the number, locations, and relocation and types of its facilities, operations and equipment and of its officers and employees or to discontinue any performance by officers and/or employees or to discontinue any performance by officers and/or employees of the City of Passaic; to hire, select and determine the number and types of employees required; to assign work to employees and to determine the overtime to be worked in accordance with the requirements determined by the Department of Fire and City Management Authorities; to establish training programs and upgrading requirements for employees within the Department, to establish and change work schedules and assignments; to transfer, promote or demote employees for just cause, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the

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facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; to introduce new or improved methods or facilities, and to purchase services of others, contract or otherwise; and otherwise to take such measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the Department of Fire for the City of Passaic, New Jersey, provided, however, nothing herein shall prevent an employee from representing his grievance for the alleged violation of any article or specific terms of this agreement.

1. It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee, regardless of his seniority for good and just cause.

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

individual.

3. In the event an employee is asked to report to the Chief's Office and during the discussion a matter should arise which would lead to a question of discipline, suspension or discharge, the employee may at that time request the presence of a PFOA representative.

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

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**ARTICLE III**

**GRIEVANCE PROCEDURE AND ARBITRATION**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution for the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.

2. With respect to employee grievances, no grievance may proceed beyond Step 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

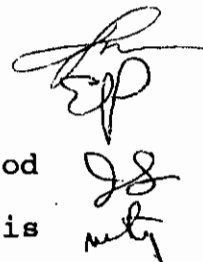
3. It is specifically understood and agreed that the arbitration shall not be obtainable as a matter of right if the grievance:

(a) Involves the alleged violation of any Agreement other than the present Agreement between the parties:

(b) Involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.



D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

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Step 1 - The aggrieved or the Association shall institute action under the provisions hereof within twelve (12) calendar days after the event giving rise to the grievance which has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate superior for the purpose of resolving the matter informally. Failure to act within said twelve (12) calendar days shall be deemed to constitute an abandonment of the grievance. This step may be skipped if the grievance is due to an order or directive from the Chief.

Step 2 - If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate superior, the employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Fire Chief or his designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Fire Chief or his designee may, upon mutual agreement, meet with an Association representative. The Fire Chief or his designee will answer the grievance in writing within ten (10) calendar days of receipt of the written

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grievance or meeting with the Association representative.

Step 3 - If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate superior, the employee or the Association may present the grievance in writing within seven (7) calendar days thereafter to the Director or his designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of the contract violated, and the remedy requested by the grievant. The Fire Chief or his designee may, upon mutual agreement, meet with an Association representative. The Director or his designee will answer the grievance in writing within ten (10) calendar days of receipt of the written grievance or meeting with the Association representative.

Step 4 - If the aggrieved or the Association does not accept the decision of the Director or his designee, the aggrieved or the Association may present the grievance in writing within five (5) calendar days thereafter to the Business Administrator. The written grievance at this Step shall contain the relevant facts and a summary of the preceding Steps, the applicable section of the contract violated, and the remedy requested by the grievant. The Business Administrator may, upon mutual agreement, meet with an Association representative. The Business Administrator will answer the grievance in writing within twenty (20) calendar days of receipt of the written grievance or the meeting with the Association

representative.

Step 5 - If the grievance is not settled through Steps 1, 2, 3 and 4, either party shall have the right to submit the dispute to arbitration, pursuant to Rules and Regulations of the Public Employment Relations Commission. The cost for the services of the arbitrator shall be borne equally by the City and the Association. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Law of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

3. The Arbitrator shall be limited to hearing only one issue. The parties agree not to submit multiple issues to the same Arbitrator.'

4. The Arbitrator shall be limited to the issues involving only one grievant in any one arbitration procedure. Multiple issues shall not be submitted to the same Arbitrator. The Arbitrator may consider the grievance of more than one grievant if

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all of the grievants are similarly situated and the grievance involves the one and same issue for all of them.

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F. Upon prior notice to the Fire Director or his designee and in accordance with available manpower, the designated Association representative shall be permitted as members of the Grievance Committee to confer with employees and the City on specific grievances in accordance with the Grievance Procedure set forth herein during work hours of employees, without loss of pay.

G. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE IV

EMPLOYEES' AND ASSOCIATION RIGHTS

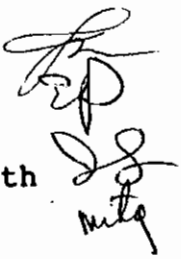


A. Upon prior notice to the Fire Director or his designated representative, elected representatives of the Association shall be permitted time off to attend negotiating sessions mutually scheduled between the City and the Association, grievance hearings and meetings or sessions which might affect the rights and/or obligations of any employee provided the efficiency of the department is not affected thereby and the number of representatives involved is reasonable under the circumstances. Wherever possible, such meetings and sessions will be scheduled during the non-working hours of the representative involved. If the Fire Director or his designee determines that efficiency of the department might be affected by the attendance of the number of representatives the Association determines is necessary to attend a meeting, then at the option of the Association, the meeting may be postponed.

B. The City agrees to notify the individual employee if any material derogatory to him is placed in his personnel jacket.

C. The City and Association hereby agree that pursuant to N.J.S.A. 34:13A-5.3 each employee shall have the right to freely and without fear of penalty or reprisal form, join and assist the Association, or to refrain from any such activity. The City and the Association agree that neither shall discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of such employee's membership or lawful activity in the Association or such employee's refusal to join in any such activity, or the institution by any employee of a

grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

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D. A personnel file shall be established and maintained for each employee covered by this agreement. Such files are confidential records and shall be maintained in the office of the Fire Chief, and may be used for evaluation purposes by the Fire Chief, Mayor and/or Governing Body only.

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

F. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. If discipline is to be imposed, then the identity of the complainant shall be made known to the employee.

G. All personnel files will be carefully maintained and safeguarded permanently. No document placed in any personnel file shall be removed without notifying the individual and the bargaining unit.

**ARTICLE V**

**WORK WEEK**

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A. It is agreed the normal work week for bargaining unit employees shall be an average of forty-two (42) hours computed over the period of the full fiscal year on an eight (8) week cycle.

1. For employees assigned to the Fire Prevention and the Headquarters Staff, the normal work day shall be from 8 o'clock a.m. to 4 o'clock p.m., and the normal work week shall be five (5) days, Monday through Friday.

B. In any instance where a change is to be made in the work week, such change shall not be implemented in fewer than ninety (90) days during which time the parties to this contract shall meet and negotiate concerning all negotiable issues related thereto.

**ARTICLE VI**

**OVERTIME**



A. When an employee has worked overtime during any given week, the superior officer in charge of that tour shall record same on his time sheets.

B. Overtime is defined as work in excess of the employee's regularly assigned work week as defined in Article V and shall be compensated for at one and one-half (1½) times the employee's regular base rate of pay. An employee requested to work overtime shall receive a minimum of one hour's pay at time and one-half, provided employee works a minimum of one hour.

C. Payment for overtime shall, if practical, be included in the next salary check due the employee.

D. An employee called in to work outside his regularly scheduled hours shall be guaranteed two (2) hours' work at his overtime pay rate. The call-in provisions shall not apply when an employee is called to report early for his regular tour and works into his regular tour or when an employee is held over on duty after his regular tour.

E. 1. ReHire shall be at the discretion of the Director or his designee. Employees may be rehired when manpower falls below minimum requirement to man the apparatus.

2. Employees rehired shall be paid at the rate of 1.5 times regular daily rate of pay.

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

F. The City agrees to rehire an Officer for an Officer when a vacancy occurs due to illness, injury vacation, holiday time,



provided manpower falls below minimum requirements.

1. When rehiring for change of tour at 0800 hours, any officer present on the tour going off that is on the rehire list will be ordered to work if necessary. Should no officer be available from the tour going off, a firefighter can be rehired. When rehiring for the 1800 to 0800 tour, again officers on the rehire list will be called from the appropriate tour and will be ordered to work if necessary. Should an officer not be available from the appropriate tour called, a firefighter can be hired from that tour.

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ARTICLE VII

WAGES

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A. The annual base salaries shall be increased as below:

Effective January 1, 1994 four (4) per cent;

Deputy Chief	\$69,581.
Battalion Chief	\$62,724.
Captain	\$58,362.
Lieutenant	\$53,240.

B. Those individuals assigned to Fire Prevention Bureau or who work out of Fire Headquarters shall additionally receive:

effective January 1, 1994 \$3,500.

ARTICLE VIII

LONGEVITY

A. All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay in accordance with the following longevity program:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE PAY</u>
Upon completion of 5 years	2%
Upon completion of 10 years	4%
Upon completion of 15 years	6%
Upon completion of 20 years	10%
Upon completion of 25 years	12%
Upon completion of 30 years	14%

**ARTICLE IX**

**HOLIDAYS**



A. 1. As of January 1, 1991, employees, other than those assigned to the Fire Prevention Bureau or any officer assigned to the Headquarters Staff shall be entitled to a total of seven (7) paid holidays, with the option to take time off in lieu of pay for one (1) such day.

2. Payment for holidays shall be computed on a 24-hour basis, one day equal to one ninety-first (1/91) part of the annual base salary, including longevity and college credits.

3. Sections A1 through A2 inclusive shall apply so long as the Department shall work what is commonly referred to as the one-three (1-3) schedule of one twenty-four (24) hour day on duty followed by 72 hours off. If the City at some future date reverts to the ten-fourteen work schedule, paid holidays shall be renegotiated accordingly.

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

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

C. Employees in the Fire Prevention Bureau or any officer assigned to the Headquarters Staff shall receive paid holidays in accordance with general City Hall practices.

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D. Payment shall be made by the City in conjunction with the payroll nearest November 15th of each year.

**ARTICLE X**

**VACATIONS**

A. Employees shall be entitled to annual vacations based upon rank hereinafter provided:

Deputy Chief	<u>13</u> work days
Battalion Chief	<u>12</u> work days
Captain	<u>11</u> work days
Lieutenant	<u>10</u> work days

Employees assigned in the Fire Prevention Bureau, or any officer assigned to the Headquarters Staff shall receive vacation at the rate of three (3) times the days listed above for their rank. Such employees shall also receive two (2) personal days in each year, which days shall be taken during the calendar year and shall not be carried forward. Where days have not been used, employees shall receive pay in lieu of time.

B. All vacations shall be granted at annual salary rates.

C. Vacations shall be scheduled by the Director or his designee in his discretion giving preference to employee choice according to seniority where practicable and where consistent with continued efficient operations.

D. The vacation period shall be the calendar year from the 1st day of January to the 31st day of December.

E. If an employee is required by the Director or his designee to work during his vacation period and if a mutually acceptable rescheduled vacation cannot be agreed upon, then, in addition to his usual pay, the employee shall receive vacation pay in lieu of

his vacation or, in the alternative, have his vacation period rescheduled for a future date.

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F. Under no circumstances will an individual be allowed to accumulate vacation leave for more than two (2) years i.e. current year and immediate prior year.

ARTICLE XI

SICK LEAVE



A. An employee is entitled to one (1) day's sick leave pay for each month of service, after completion of the probationary period from the date of appointment to December 31 of that year. Thereafter, fifteen (15) days of paid sick leave shall be granted each year.

B. Sick leave shall accumulate during each employee's tenure.

C. Sick leave may be used by an employee for personal illness and illness of a member of his family which requires his attendance upon the person who is ill or which requires his being quarantined by a physician because of a disease which is certified by the City of Health Officer as being a contagious disease or due to an off-duty injury.

D. In the event a fire officer's illness causes him to be absent from work, he shall submit on request a physician's certificate to the Chief and Director after two consecutive work days as to each illness and the physician shall indicate when the officer may be expected to return to work. From the sixth illness on, a doctor's certificate as above set forth shall be required.

E. The employee shall be subject to a physical examination at the discretion of the Director or his designee to determine the employee's ability to continue his employment.

F. Fire Prevention and officers assigned to the Headquarters Staff working the 8 hour schedule shall submit upon request a doctor's slip for each illness that exceeds three (3) working days.



**G. Sick leave shall be used in the following order:**

1. The first sick leave day shall be taken from the current year's fifteen (15) day allocation.

2. After the then current year's fifteen (15) days allocation has been exhausted, unused accumulated sick days from prior years shall next be used.

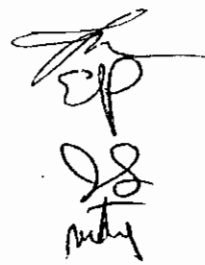
3. When all available accumulated unusual sick days from prior years have been exhausted, then the employee shall be entitled to unlimited sick leave up to a maximum of one (1) year.

(a) Once an officer uses up accumulated sick leave, he shall next be required to utilize vacation, compensatory and holiday time, and only thereafter may incur a negative sick leave balance.

(b) An officer who is on sick leave, has a negative sick leave balance and has been out sick for a period of six (6) months or more in the preceding twelve (12) month period shall accrue benefit (sick leave, vacation, holiday and clothing allowance) on a pro rata basis. At retirement, all available accumulated unused sick days shall be compensated according to the provisions of Article XII of this Agreement.

4. The City of Passaic agrees to do all acts necessary

in accordance with law to effectuate this sick leave Article including, but not limited to, exercising such actions as may be required under N.J.S.A. 40A:14-16.

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H. Where a medical certificate is presented, establishing that an employee will be unable to perform his duties for a protracted period of time, the Chief shall on request permit such employee to leave his residence without the need to call in or out at a regular interval.

I. When an employee is on sick leave, he must notify the Chief or the officer in charge at least 1 hour before he is to report for work that he is available for duty and will be reporting for work that day. If the employees fails to do so, he shall be docked for 4 hours' pay if another employee is rehired, but shall not have to work the first 4 hours on the shift. The rehired employee shall be guaranteed 4 hours' pay at his regular straight time rate and shall be required to work the 4 hours.

**ARTICLE XII**

**SUPPLEMENTAL COMPENSATION UPON RETIREMENT**



A. Each employee shall be entitled upon retirement for service and age disability, from State administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment.

B. Such supplemental compensation payment shall be computed at the rate of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the employee's average annual base salary received during his last year of employment prior to the effective day of his retirement.

C. No lump sum supplemental compensation payment shall exceed \$18,000.00.

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

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

F. Any employee who returns to service after permanent separation which he has accepted, and thereafter, accepts the City's conditions for his return to employment shall have his sick leave accumulated only from the date of his return to employment.

G. In the event of an employee's death after the effective date of retirement or before payment is made, the payment shall be made to his estate.

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

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Sample computation of Supplemental Retirement Compensation per:

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ARTICLE XII

Paragraph B

Notwithstanding any other provision of this Agreement to the contrary, it is expressly understood and agreed by and between the parties hereto that all supplemental compensation payment made upon retirement shall be based upon a work year consisting of 260 work days.

The formula to be used to calculate the supplemental compensation to be paid upon retirement shall be 260 annual work days divided into the individual's yearly salary which sum shall be multiplied by the number of sick days divided by one-half. The following shall serve as an illustration of the formula:

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<u>Yearly Salary</u>		<u>Daily Salary</u>
\$26,000. ÷ 260 days	=	\$100 x 50 sick days = \$5,000.
\$5,000. X ½ (one-half)	=	\$2,500 supplemental compensation

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In addition to the foregoing, it is expressly understood and agreed by the parties hereto that in no event shall the amount of supplemental compensation paid upon retirement exceed \$18,000.

**ARTICLE XIII**

**LINE OF DUTY INJURY**

A. Any employee who is injured int he line of duty shall not have his sick leave experience charged for any time lost as the result of such lien of duty injury. Determination of the medical factors involved in connection with the foregoing, including the extent of injury duration of disability and whether the injury is work connected, shall be made by a physician chosen by the City. Physical examinations may be made periodically and as often as the physician shall determine as being required.

B. In the event the City pays an employee salary, for a period not to exceed one (1) year, pursuant to a line of duty connected injury leave, the employee shall transmit to the City any workmen's compensation temporary disability payments received for such lien of duty connected injury.

**ARTICLE XIV**  
**DEATH IN FAMILY**



A. In the event of death in the employee's family, time off necessary to arrange for the funeral and attend the service up to a maximum of two (2) days without loss of pay at the employee's regular rate of pay shall be granted to him if he actually attends the funeral services during the time he would be required to be on his normal tour of duty.

B. Those designated as "immediate family" are the employee's father, mother, father-in-law, mother-in-law, brother, sister, spouse, child, foster child, grandparents, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren.

C. The Director or his designee in his sole discretion may extend such leave for a period of more than two (2) days.

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**ARTICLE IV**  
**MILITARY LEAVE**

A. Where any employee is a member of the National Guard, Air National Guard, or a reserve unit of any of the Armed Forces of the United States and is required to engage in field training and to attend meetings, he shall be granted a military leave of absence without loss of pay for the period of such training or meeting. Such paid leave of absence shall not affect his vacation.

B. When an employee has been called to active duty or inducted into the military, air or naval forces of the United States, he shall be granted an indefinite leave of absence without pay and his seniority shall continue for the duration of such military service. Such employee must be reinstated without loss of privileges of seniority, provided he receives an honorable discharge and he reports for duty with the City within ninety (90) days following his honorable discharge from military service.



ARTICLE XVI  
SPECIAL LEAVE

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A. Special leave may be granted without loss of pay if notice is given to the Officer in Charge and the employee is able to get another employee to take his place, without any additional cost to the City. Said leave shall be granted at the discretion of the Chief and permission shall not be unreasonably withheld.

**ARTICLE XVII**  
**LEAVE WITHOUT PAY**



A. The Director or his designee on the request of an employee and after reasonable notice may grant a six (6) month leave of **absence without pay to said employee. Said leave may only be granted by the Director or his designee when he receives a written request signed by the employee. The Director or his designee may extend such leave for an additional six (6) months upon approval of the Governing Body. Additional leave may be approved only with the consent of the Department of Personnel. If, however, said employee overstays such leave, his employment with the City shall be deemed to have terminated.**

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**ARTICLE XVIII**  
**INSURANCE**

A. All employees of the Fire Department covered by this Agreement, and the eligible members of their immediate families, shall be covered by the following health benefits, the premiums of which shall be paid for by the City: Blue Cross, Blue Shield, Rider "J", major medical, dental care insurance (see Paragraph G), Vision Plan and Paid Prescription Plan or self-insurance plan equal to or superior in benefits to any or all of the above.

B. Life insurance shall be continued after retirement at no cost to the employee as authorized by New Jersey State Statute 40A:10-23.

C. 1. The City agrees to pay the premium for health benefits (Blue Cross/Blue Shield, Rider J, Major Medical and prescription) for the retired employee and his dependents. A dental plan will also be provided at the City's expense for the retired employee and only his spouse. For purposes of this paragraph, a retired employee is an employee who retires after twenty-five (25) years in the Pension System, and including employees who retire on a disability pension. (but not those employees electing deferred retirement). This provision specifically excludes vision care coverage.

2. It is further understood that the premium to be paid shall include the employee's dependents and such dependent coverage shall continue after the employee's death, even if such death occurs after retirement.

D. The City shall have the right to undertake a self-insurance program which will cover medical and surgical benefits

for employees covered by this Agreement. Any medical or surgical self-insurance plan or program which the City may establish or join shall provide benefits which are equal or better than the benefits available to employees covered by this Agreement under the present medical/surgical program.

E. The City will provide at its expense one (1) inoculation per year to all employees requesting same.

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

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

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

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

Preventive/Diagnostic-(No deductible)--	pays 100% of costs
Remaining Basic Benefit-----	pays 75% of costs
(Deductible-\$25.00/Patient or \$75.00/Family otherwise)	
Crowns, Inlays, Gold Restorations-----	pays 50% of costs
(Deductible-\$25.00/Patient or \$75.00/Family otherwise)	
Prosthodontics-----	pays 50% of costs
(Deductible-\$25.00/Patient or \$75.00/Family otherwise)	
Annual Maximum/Patient-----	\$1,000.00 per year
Orthodontics (Children only)-----	pays 50% of costs
(up to \$1,500.00 lifetime benefit/patient)	

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

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**ARTICLE XIX**

**CLOTHING/MAINTENANCE ALLOWANCE**

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A. All employees of the Fire Department covered by this Agreement shall be entitled to an annual clothing allowance of seven hundred fifty (\$750.00) dollars payable semi-annually in 1991. In 1992, the clothing allowance shall be increased to eight hundred (\$800.00) dollars payable semi-annually. In 1993, the clothing allowance shall be increased to eight hundred fifty (\$850.00) dollars payable semi-annually. Said allowances shall be paid on June 1st and December 1st of each year.

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

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

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**ARTICLE XX**  
**COLLEGE CREDITS**

A. The sum of twenty (\$20.00) dollars per year for each credit hour completed and for which credit has been given on and after January 1, 1974 with respect to a college course which is part of a degree program in Fire Science leading to a Baccalaureate, Masters or Associate degree, will be added to the employee's base salary subject to the following conditions: (a) The college credits must be earned at an accredited institution recognized by the New Jersey Board of Higher Education or the Department of Education; (2) The employee must have earned a grade of "C" or better or equivalent grade for the course. The maximum number of such credits for which an employee shall receive such remuneration shall not exceed a total of one hundred and twenty (120).

B. Notwithstanding the effective date of January 1, 1974, it is understood that any employee who, after January 1, 1973, enrolled in a course directly related to Fire Science will receive additional remuneration at the rate of twenty (\$20.00) dollars per year for each credit in such course which he completed and earned within the terms and conditions set forth in Section A above.

C. The additional remuneration provided for in this article shall be added to the employee's base rate and become a part thereof, without affecting the ranges, only upon presentation to the Director or his designee of a proper certification from the accredited institution attended by the employee setting forth the

course, the number of credit hours completed and the grade received. Such additional remuneration shall be added to base pay two (2) months after receipt of such proper certification. No fire credits being paid to any officer prior to the effective date of this agreement shall be taken away.

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**ARTICLE XXI**  
**ACTING ASSIGNMENTS**



A. Employees acting in a grade higher than their permanent grade will be compensated at the rate of One Hundred (100) percent of the differential between their permanent and acting grade in addition to their base pay for their permanent grade for the period so acting.

**ARTICLE XXII**

**ASSOCIATION - MANAGEMENT COMMITTEE**

A committee consisting of representatives of the City and the Association may be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise, but not to include amendment of this Agreement. Said Committee will meet when reasonably necessary. These meetings are not intended to bypass the grievance procedures or to be considered contract negotiation meetings.

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ARTICLE XXIII

DRUG TESTING

The following drug testing policy shall be effective on March 1, 1996.

CITY OF PASSAIC

COUNTY OF PASSAIC, NEW JERSEY

Section 1. - Statement of Purpose This procedure is intended to establish a uniform procedure to govern the administration of a screening process to test and control unauthorized use of illicit drugs among all unit members. The City of Passaic ("City") is seeking to test for drugs which have a high potential for abuse, have no medical use in treatment, and for which there is no safe protocol for medical use.

Section 2. - Introduction This procedure is written and promulgated to be used in conjunction with existing procedure, rules and regulations governing the general conduct, duties and responsibilities of Fire Officers. The policy takes cognizance of the rights inherent in each individual under the Constitution of the United States of America and the Constitution of the State of New Jersey.

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

This procedure is necessary to preserve and protect the integrity of the City and its Fire Officers; to guard against the harmful consequences to the public good occasioned by the unauthorized, unlawful use of, or the illegal trafficking in illicit drugs by personnel, and to preserve and maintain a high degree of public confidence in all those charged with upholding public order and public safety.

Section 3. - Methods of Implementation The City hereby establishes two (2) base methods of implementing this procedure to identify personnel who are users of certain controlled substances:

(a) The City reserves the right to test Fire Officers for drug use when: (1) there exists a reasonable, individualized belief that a particular Fire Officer is under the influence of or impaired by illegal drugs; (2) there is a vehicular accident while Fire Officer is driving.

(b) A universal random urinalysis procedure.

Section 4. - Voluntary Testing; Amnesty Period Sixty (60) days prior to the implementation of the drug testing program, Fire Officers will be notified that testing for use of illegal drugs is to be conducted.

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

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

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

Section 5. - Notification of Drug Screening Requirement; Applicants Notification that drug screening through urinalysis is mandatory for employment applicants will be included in all advertisements and announcements for employment positions. This notification will also indicate that a negative result is a condition of employment both before and during the working test period.

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

Section 6. - Fire Officer Rights In circumstances where the facts are sufficient to constitute a reasonable suspicion that a Fire Officer is a user of certain controlled substances, the City shall have the right to require that an Fire Officer submit, without delay, to a urinalysis test.

Reasonable suspicion shall be based on information of objective facts obtained by the City, and the rational inferences which may be drawn from those facts, which facts are derived from observations of that fire officer. The credibility of the sources of information, whether by tip or informant, the reliability of the facts or information, the degree or corroboration, the results of City inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion. In any event, the determination of reasonable suspicion will not be based alone upon a third-party observation or report. A written report setting forth reasonable suspicion shall be submitted by the observing

individuals(s) before he is relieved from duty, but no later than the conclusion of the next duty day.

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

Section 7. - Drug Testing Advisory Committee There shall be a Drug-Testing Advisory Committee which shall meet from time-to-time to advise the Committee on procedural and technical matters pertinent to the drug-testing program.

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

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

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

(a) Changes and improvements in science and technology which will improve the effectiveness of laboratory testing for the detection of drug abuse among fire department personnel.

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

(c) Procedures for the certification, decertification, and recertification of laboratories of drug analysis.

(d) Make recommendations to improve the effectiveness of the drug-testing program.

Section 8. - Selection Process The Fire Officer to be drug tested will be selected by either a randomized basis or reasonable suspicion. The Fire Officer will be notified of the test requirement just prior to transport to the testing location. At the time of the test, the Fire Officer will be notified of the specific drugs which will be screened by the test. A list of the drugs to be screened and testing threshold are attached and made a part hereof as Appendix A. The Fire Officer, at his request, shall have the right to be accompanied during all phases of the testing by a union representative. A City representative may also accompany the fire officer during all phases of said testing.

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

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

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

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

Section 9. - Sample Collection The medical or laboratory technician shall supervise all aspects of obtaining, marking and packaging of individual urine samples including the following:

(a) To assure the cooperation of the Fire Officer in securing the urine sample from the Fire Officer in the necessary amount into the test container. Also, to oversee the securing and sealing of the individual urine sample containers of each Fire Officer;

(b) The accurate matching of the identification of the Fire Officer with the sample and the containers including the seals and any packaging of the sample containers; and

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

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

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

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*WJ*

Section 10. - Personnel Selection for Random Screening The selection procedure will be governed by a lot in the presence of not less than two union officials or one union official and one fire officer, if the former is not practicable. The selection of individual personnel to be screened will be effected by lot for random selection. No Fire Officer shall be subject to random testing more than two (2) times in a given calendar year.

Section 11. - Test Sites Urine samples will be taken to and/or at a medical laboratory or other designated site, selected by the City for this purpose, which is NIDA approved. This facility may or may not be affiliated with the testing laboratory or facility which will be conducting the urinalysis process. The City will inform the union of a specific NIDA laboratory to be used, e.g. Metpath.

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

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

Section 12. - Testing Process The testing process of urine specimens of personnel shall be completed by a qualified medical laboratory, selected by the City, ensuring legally supportable and scientifically accurate results. All samples shall be collected using a split sample. One part of the sample shall be tested by the laboratory facility. The second sample shall be maintained by the laboratory facility. In the event that the first sample results in a positive test, the individual Fire Officer, at his own expense, may direct the medical facility to send the second sample to a NIDA approved laboratory. In the event the second test is negative, the entire process will be recorded as a negative result.

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

*John  
EAP  
Director*

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

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

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

The billing will not reflect that any specific individual tested positive in the implementation of an E.M.I.T. test. The testing laboratory will make provisions to properly preserve, store and secure one sample of the original urine specimen. Also, the testing laboratory will make available to the Fire Officer, or his representative, all records of primary and secondary confirmation testing done by the testing laboratory on the urine specimen provided by the Fire Officer.

Section 13. - Chain-of Custody The testing laboratory, contracted by the City to test urine specimens under this policy, must continue the uninterrupted chain-of-custody procedure from receipt of specimens and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint at each stage in the handling, testing, and storing of specimens and reporting of test results.

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

Section 14. - Confirmation of Test Results Any Fire Officer whose confirmatory test results in a positive finding for controlled substances, will be required to enroll in the City's Employee Assistance Program (EAP) and specifically, drug counselling with the exception of a second offense outlined in paragraph D below, which shall result in termination of employment.

Section 15. - Personnel Action

(a) The City shall refer any Fire Officer who is found to use illegal drugs to the EAP for assessment, counselling and referral for treatment or rehabilitation as appropriate.



(b) Voluntary identification during the sixty (60) day amnesty period provided herein, or such voluntary identification at any time after the expiration of this amnesty period, shall not be considered an offense under these procedures. The Fire Officer shall not be disciplined, provided that the Fire Officer enrolls in and successfully completes a rehabilitation program as provided by this procedure.

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

(d) Second Offense. If for a second time a Fire Officer tests positive for illegal drugs, the Fire Officer shall be terminated from employment.

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

(f) The City shall terminate any Fire Officer who is found to use illegal drugs and refuses to obtain counselling or rehabilitation through the Fire Officer Assistance Program.

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

## Section 16. - Employee Assistance Program

### INTRODUCTION

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

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

*John  
EPP  
D.S.  
mtg*

### SERVICES

Services of the EAP include:

1. Mandatory/voluntary use of the program;
2. Strict adherence to confidentiality;
3. A clearly stated written policy designed to clarify Fire Officer rights to service and protection to utilizers;
4. Services for all Fire Officers and their families;
5. Encouragement of both supervisory and self referral.

### FIRE OFFICER/SUPERVISORY INVOLVEMENT

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

### CONFIDENTIALITY

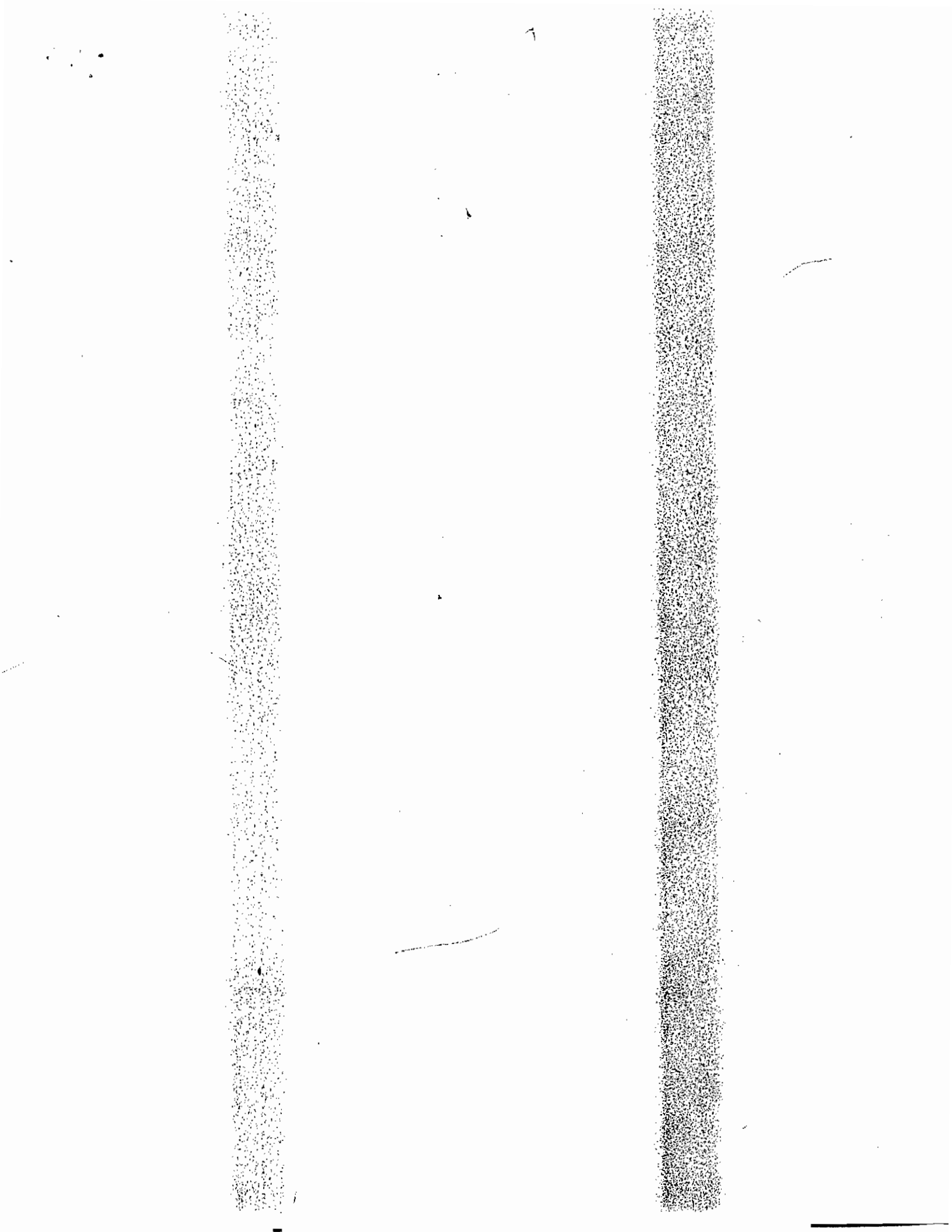
Regardless of referral source, Fire Officers who utilize this service are guaranteed confidentiality and Fire Officers' rights are rigidly protected.

### THE PROGRAM

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

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

Section 17. - Education A key element to a comprehensive drug testing and prevention program is continuing education.



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

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

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

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

**IT IS UNDERSTOOD THAT:**

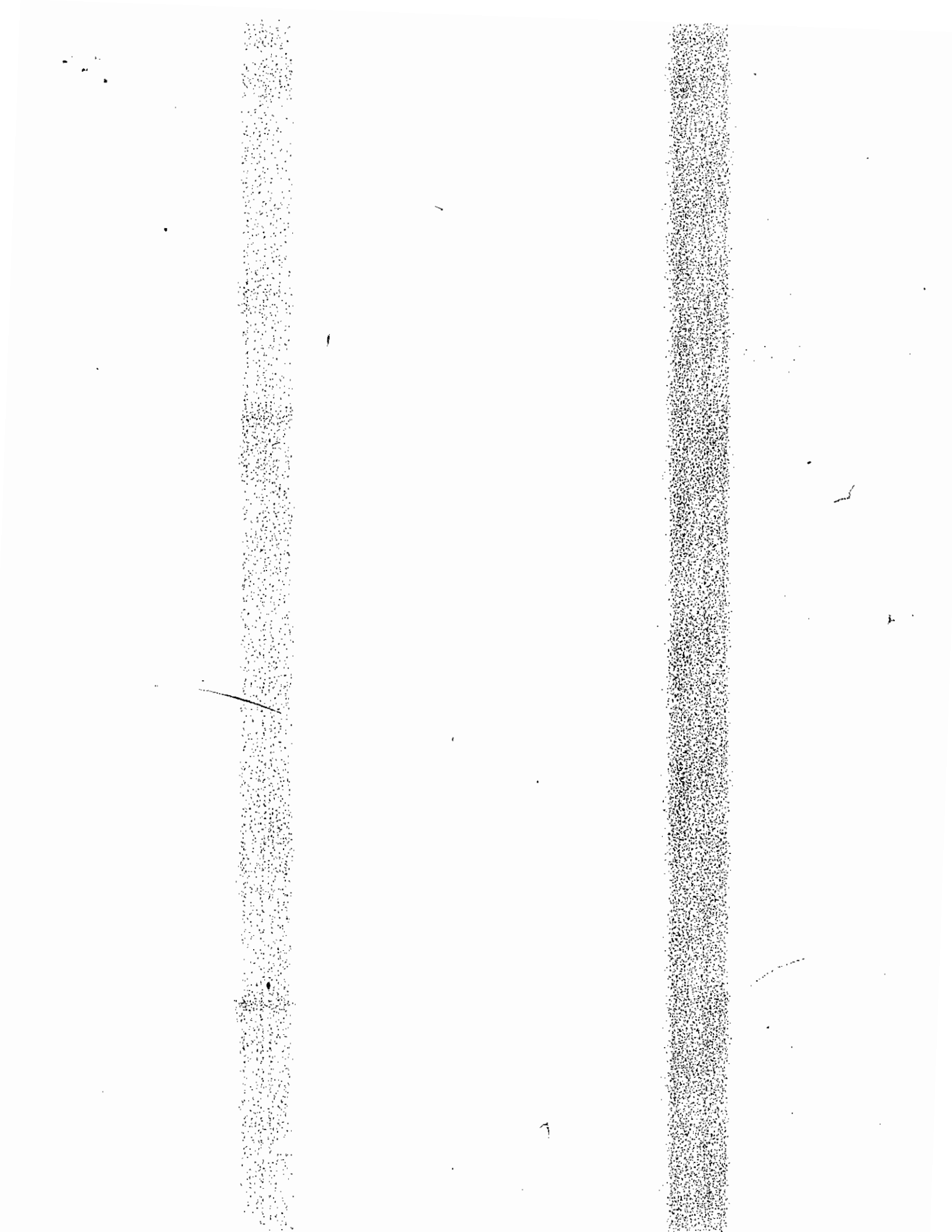
1. If any part of this procedure, or the application thereof to any person or circumstances shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such Judgment shall not affect, impair or invalidate the remainder of this procedure which is hereby declared to be severable.

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

3. This procedure shall take effect upon execution of the Bargaining Unit Agreement between the parties.

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**ARTICLE XXIV**  
**MISCELLANEOUS**

A. School is defined as any institution under the control and supervision of, or approved and licensed by the New Jersey State Department of Education or the Department of Education.

B. The established annual salary shall mean base salary plus longevity pay.

C. A full-time employee shall, for the purpose of determining salary benefits, increments, longevity, and any or all other fringe benefits or compensation, excluding vacations, whose appointment occurs on or after the first day of January, but before the first day of July of this year or any other subsequent year, be considered to have been appointed January 1 of such year unless otherwise provided by the City. Employees appointed on or after the first day of July but before the first day of January of the subsequent year shall be considered to have been appointed January 1 of such subsequent year unless otherwise provided by the City.

D. 1. 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. It is agreed that there will not be and that the Association, its officers, members, agents, or principals, will not engage in, encourage, sanction, or suggest strikes, slowdowns, or other action which would involve suspension of or interference with normal work performance.

2. The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, or other concerted action which would involve suspension or interference with normal work performance.

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E. The City and the Association understand and agree that all provisions of this agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under the applicable law or regulation, such illegality or invalidity shall affect only the particular provision concerned, which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.

F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this Agreement neither party shall be required to negotiate with any 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 of the parties at the time they negotiated or executed this Agreement.

G. The City shall see that employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State law.

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

ARTICLE XIV

TERM OF AGREEMENT

A. The provisions of this Agreement shall be effective as of January 1, 1994 and shall terminate on December 31, 1994, except as to those provisions of this Agreement which expressly provide a later effective date. Thereafter the Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties unless replaced by a new Agreement.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives and officers executed this Agreement on the 1 day of Feb, 1996.

CITY OF PASSAIC

PASSAIC FIRE OFFICERS ASSOCIATION

Margie Seuler  
Sabatina Evellera

Edmund J. Sieper PRES  
Joseph Schwantz Treas.