

*Contract no. 666*

**AGREEMENT**

**BETWEEN**

**THE CITY OF PASSAIC, IN THE COUNTY OF PASSAIC**

and

**PASSAIC FIREFIGHTERS ASSOCIATION**  
a/w Passaic F.M.B.A. Local #13

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**JANUARY 1, 1991 through DECEMBER 31, 1993**

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PREAMBLE

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, 199\_\_\_, by and between the City of Passaic, in the County of Passaic, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City" and the Passaic Fire Fighters Association, a/w Passaic F.M.B.A. Local #13, hereinafter referred to as the "PFA", is designed to maintain and promote a harmonious relationship between the City of Passaic and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered. This Agreement represents the complete and final understanding on all bargainable issues between the City and the PFA.

**ARTICLE I**  
**RECOGNITION**

A. The City hereby recognizes the PFA as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all Firefighters of the Passaic Fire Department, including Firefighters in specializations such as Fire Prevention and Dispatcher, but excluding managerial executives, craft and professional employees, Policemen and supervisors as defined in the Act.

B. Unless otherwise indicated, the terms "Firefighter," "employee," or "employees," when used in this Agreement refer to all persons represented by the PFA in the above-defined negotiating unit.

## ARTICLE II

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized and agreed that the City possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the written provisions of this Agreement. These rights include but are not limited to: selection and direction of its employees, to hire, promote, transfer, assign and retain employees in positions within the unit, and to suspend, demote, discharge, or take other disciplinary action for just cause against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to make reasonable and binding rules which shall not be inconsistent with the written provisions of this Agreement, subject to any obligation to negotiate such rules under N.J.S.A. 34:13A-5.3; to determine the methods, means and personnel by which such operations are to be conducted; to introduce new or improved methods or facilities; and to contract out for goods or services. It is agreed that the City may take whatever actions may be necessary to carry out the mission of the facility or department in an emergency situation, subject to its obligations under this Agreement.

**ARTICLE III**  
**DISCIPLINE AND DISCHARGE**

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

B. In the event an employee is brought up on disciplinary charges, he and the PFA shall be notified in writing within sixteen (16) calendar days of the infraction to file disciplinary charges. Such charges shall be filed or vacated within thirty (30) calendar days of the notice of infraction. The PFA shall receive in writing a copy of all the resulting actions of a disciplinary hearing in case an appeal is to be made.

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

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

**ARTICLE IV**

**NON-DISCRIMINATION**

A. The City and the PFA agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the City or the PFA against any employee because of the employee's membership or non-membership or activity or non-activity in the PFA.

B. The City and the PFA agree that there shall be no discrimination against any employee because of race, creed, color, age, religion, sex, national origin, political affiliation, or place of residence.



## ARTICLE V

### GRIEVANCE PROCEDURE AND ARBITRATION

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

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

C. 1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of polices, 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 arbitration shall not be obtainable as a matter of right if the grievance:

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

(b) Involves claims of violation of any alleged, implied or assumed obligation, except as shall arise under the express provisions of this contract;

(c) Would require an Arbitrator to rule on, consider or decide a

modification of negotiated rates of pay, or the level, title or other designation of an employee's job classification;

(d) Would require an Arbitrator to consider, rule on or decide the elements of the job assignment, or the right of management to assign or reassign work, provided such assignment or reassignment does not conflict with the express provisions of this contract;

(e) Pertain to the administration or interpretation of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate; and

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

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

Step 1 - The aggrieved or the PFA shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate superior for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2 - If no Agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate superior, the employee or the PFA may present the grievance in writing within seven (7) calendar days thereafter to the

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 Director or his designee may, upon mutual agreement, meet with PFA representative. The Director or his designee will answer the grievance in writing within fourteen (14) calendar days of receipt of the written grievance or meeting with the PFA representative.

Step 3 - If the aggrieved or the PFA does not accept the decision of the Director or his designee, the aggrieved or the PFA may present the grievance in writing within five (5) calendar days thereafter to the Business Administrator. The written grievance at this Step shall contain the relevant facts and a summary of the preceding Steps, the applicable section of the contract violated, and the remedy requested by the grievant. The Business Administrator may, upon mutual agreement, meet with a PFA representative. The Business Administrator will answer the grievance in writing within twenty (20) calendar days of receipt of the written grievance or the meeting with the PFA representative.

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

be paid by the parties incurring same.

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

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

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

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

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

agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

**ARTICLE VI**  
**PFA SECURITY**

A. The City agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the PFA. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9(e), as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the PFA and verified by the City Treasurer during the month following the filing of such card with the City.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the PFA shall furnish the City written notice thirty (30) days prior to the effective date of such change and shall furnish to the City either new authorizations from its members showing the authorized deduction from each employee, or an official notification on the letterhead of the PFA and signed by the President of the PFA advising of such changed deduction.

D. The PFA will provide the necessary "check-off authorization" form and the PFA will secure the signatures of its members on the forms and deliver signed forms to the City Treasurer.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the City Treasurer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e), as amended.

F. The City agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the PFA and transmit the fee to the majority representative.

G. The deduction shall commence for each employee who elects not to become a member of the PFA during the month following written notice from the PFA of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the PFA shall be in an amount equal to the regular membership dues, initiation fees and assessments of the PFA, less the cost of benefits financed through the dues and available only to members of the PFA, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the PFA to engage in lobbying activity designed to foster its policy goals and collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the City.

J. Prior to January 1st and July 31st of each year, the PFA shall provide advanced written notice to the New Jersey Public Employment Relations Commission, the City and to all employees within the unit, the information necessary to compute the fair share fee for services enumerated above.

**K.** The PFA shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the PFA. This appeal procedure shall in no way involve the City or require the City to take any action other than to hold the fee in escrow pending resolution of the appeal.

**L.** The PFA shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reasons of action taken by the City in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the PFA to the City, or in reliance upon the official notification in the letterhead of the PFA and signed by the President of the PFA, advising of such changed deduction.



**ARTICLE VII**

**WORK WEEK**

A. It is agreed the normal work week for unit employees, other than those assigned to the Fire Prevention Bureau and switchboard operators, shall be an average of forty-two (42) hours computed over the period of the full fiscal year.

1. Employees other than those expected above shall work the following schedule: One day of twenty-four (24) hours on duty followed by three (3) days of twenty-four (24) hours off duty followed by one day of twenty-four (24) hours on duty etc.

2. Employees assigned to the 10-14 schedule shall work as follows: two (2) days of ten (10) hours each (8 a.m. to 6 p.m.) followed by forty-eight (48) hours off followed by two (2) nights of fourteen (14) hours each (6 p.m. to 8 a.m.) followed by seventy-two (72) hours off followed by two (2) days of ten (10) hours each (8 a.m. to 6 p.m.) etc.

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

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

ARTICLE VIII

OVERTIME

A. 1. When an employee works in excess of his regularly assigned work week or work schedule, as provided for in Article VI, he shall be paid in money for such overtime work at one and one-half (1½) times his regular hourly rate.

2. When an employee is required to work in excess of his regular tour of duty, the employee shall be compensated for a minimum of one (1) hour at the overtime rate, whether or not he stays for the full hour.

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

C. 1. Re-hire shall be at the discretion of the Director or his designee. Employees may be re-hired when manpower falls below minimum requirement, to man the apparatus. Re-hire shall be done at a ten (10) - fourteen (14) work schedule basis. This is not to be mistaken for giving up premium pay in the areas of recall or call-in-duty.

2. The PFA will supply the Fire Director with a list of volunteers who will be the first employees called for re-hire. If no volunteers accept the re-hire, the Director or his designee shall be able to order an employee back to work on re-hire from the availability list.

3. Employees shall be permitted to add or remove their name from the

volunteer list at any time upon prior written notice to the Fire Chief and Director and the PFA.

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

5. Employees re-hired shall be paid at the rate of one and one-half (1½) times regular daily rate of pay.

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

**ARTICLE IX**

**WAGES**

A. Commencing January 1, 1991, the annual base salaries to be paid the following employees of the City shall be as follows:

| <u>Classification</u>     | <u>Base Salary</u> |
|---------------------------|--------------------|
| Firefighter - starting    | \$29,502           |
| Firefighter - second year | \$32,301           |
| Firefighter - third year  | \$35,099           |
| Firefighter - fourth year | \$37,897           |
| Firefighter - top level   | \$40,695           |

(This shall represent an increase of seven point fifty (7.50%) percent over the previous year.)

B. Commencing January 1, 1992, the annual base salaries to be paid the following employees of the City shall be as follows:

| <u>Classification</u>     | <u>Base Salary</u> |
|---------------------------|--------------------|
| Firefighter - starting    | \$31,272           |
| Firefighter - second year | \$34,239           |
| Firefighter - third year  | \$37,205           |
| Firefighter - fourth year | \$40,171           |
| Firefighter - top level   | \$43,137           |

(This shall represent an increase of six (6.00%) percent over the previous year.)

C. Commencing January 1, 1993, the annual base salaries to be paid the following employees of the City shall be as follows:

| <u>Classification</u>     | <u>Base Salary</u> |
|---------------------------|--------------------|
| Firefighter - starting    | \$32,992           |
| Firefighter - second year | \$36,122           |
| Firefighter - third year  | \$39,251           |
| Firefighter - fourth year | \$42,380           |
| Firefighter - top level   | \$45,509           |

(This shall represent an increase of five point fifty (5.50%) percent over the previous year.)

**ARTICLE X**

**LONGEVITY**

A. All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay in accordance with the current longevity program, which provides two (2%) percent every five (5) years up to twenty (20) years, then (10%) percent after twenty (20) years and twelve (12%) percent after twenty-five (25) years, and fourteen (14%) percent after thirty (30) years of service. Such longevity percentage shall be applied to the base salary.

B. Whenever in this contract the City is to pay an employee a benefit on the basis of his rate of pay the term "rate of pay" shall be deemed to include the particular employee's longevity.

C. Longevity pay shall be paid on each employee's anniversary date of employment, and be computed as of that date. Longevity pay, in the case of salary increases, will be credited retroactively and will accordingly be computed on the new base salary.

D. Eligibility for longevity pay shall be based on the employee's employment with the City.

## ARTICLE XI

### HOLIDAYS

A. 1. Employees, other than those assigned to the Fire Prevention Bureau and the Chief's Aide, shall be entitled to a total of seven (7) paid holidays, with the option to take time off in lieu of pay for one (1) such day.

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

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

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

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

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

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

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

or his designee.

**ARTICLE XII**

**VACATIONS**

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

| <u>Years of Service</u>  | <u>Working Days</u> |
|--------------------------|---------------------|
| One (1) to five (5)      | Four (4)            |
| Five (5) to ten (10)     | Five (5)            |
| Ten (10) to fifteen (15) | Six (6)             |
| Fifteen (15) or more     | Seven (7)           |

2. Effective January 1, 1992:

| <u>Years of Service</u>     | <u>Working Days</u> |
|-----------------------------|---------------------|
| One (1) to five (5)         | Four (4)            |
| Five (5) to ten (10)        | Six (6)             |
| Ten (10) to fifteen (15)    | Seven (7)           |
| Fifteen (15) to twenty (20) | Eight (8)           |
| Over twenty (20)            | Eight (8)           |

On January 1, 1993, all employees with over twenty (20) years of service shall receive an extra vacation day, to a maximum of nine (9) vacation days.

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

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



| <u>Years of Service</u>  | <u>Working Days</u> |
|--------------------------|---------------------|
| One (1) to five (5)      | Eight (8)           |
| Five (5) to ten (10)     | Twelve (12)         |
| Ten (10) to fifteen (15) | Fourteen (14)       |
| Fifteen (15) or more     | Sixteen (16)        |

Effective January 1, 1992:

| <u>Years of Service</u>  | <u>Working Days</u> |
|--------------------------|---------------------|
| One (1) to five (5)      | Eight (8)           |
| Five (5) to ten (10)     | Fourteen (14)       |
| Ten (10) to fifteen (15) | Sixteen (16)        |
| Over fifteen (15)        | Eighteen (18)       |

3. Employees working the 10-14 schedule as defined in Article VII with less than one (1) year of service shall be entitled to paid vacation leave of one (1) working day per each eight (8) full weeks of employment, not to exceed six (6) days.

C. Vacation time shall be computed based on the anniversary year (i.e., a Firefighter who reaches five (5) years of service in 1988 would be entitled to five (5) days vacation on the 1-3 schedule of twelve (12) days under the 10-14 schedule).

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

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

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

G. The vacation period shall be the calendar year from the first day of January to the thirty-first of December. The practice of allowing three (3) Firemen, which may include one (1) Superior Officer, on vacation per shift, during the vacation period, shall continue. An additional Firefighter may be permitted off on vacation, if manpower permits.

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

I. An employee shall be permitted to take his vacation days one (1) day at a time if the employee so desires with the permission of the Fire Director or his designee. Said permission shall not be unreasonable withheld.

### ARTICLE XIII

#### SICK LEAVE

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

B. Every employee shall, in addition to his or her annual vacation leave with pay, be granted sick leave, as hereinafter defined, with pay of not less than one (1) working day for every month of service during the remainder of the first calendar year of employment following permanent appointment and fifteen (15) working days in every calendar year thereafter. If any such employee requires non or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave of absence with pay if and when needed; provided that the City shall not require any of its employees who may be disabled either through injury or illness as a result of, or arising from, his respective employment, to utilize the sick leave accumulated under this Section during such period of disability. In computing the accumulation of sick leave, the years of service of such employee prior to and

subsequent to the adoption of N.J.S.A. 11:24A-3 shall be used.

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

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

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

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

E. When an employee is on sick leave, he must notify the Chief or the Officer in charge at least one (1) hour before his is to report to work that he is available for duty and will be reporting to work that day. If the employee fails to do so, he shall be docked for four (4) hours pay if another employee is rehired, but shall not have to work the first four (4) hours of

the shift. The rehired employee shall be guaranteed four (4) hours pay at his regular straight time rate and shall be required to work four (4) hours.

ARTICLE XIV

SUPPLEMENTAL COMPENSATION UPON RETIREMENT

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

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

The formula to be used to calculate the supplemental compensation to be paid upon retirement shall be 260 annual work days divided into the individual's yearly salary which sum shall be multiplied by the number of sick days divided by one-half (1/2). The following shall serve as an illustration of the formula:

| <u>Yearly Salary</u>     |   | <u>Daily Salary</u>               |
|--------------------------|---|-----------------------------------|
| 260 days + \$26,0000     | = | \$100 x 50 sick days = \$5,000    |
| \$5,000 + 1/2 (one-half) | = | \$2,500 supplemental compensation |

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

**\$18,000.00**

- C. No lump sum supplemental compensation payment shall exceed \$18,000.00.
- D. The lump sum supplemental compensation provided herein or accumulate sick days in no way affect, increase or decrease any pension or retirement benefits to such retired employee.
- E. Any employee who returns to service after a permanent separation which he has accepted, and thereafter, accepts the City's conditions for his return to employment, shall have his sick leave accumulated only from the date of his return to employment.
- F. In the event of an employee's death after the effective date of retirement or before payment is made, the payment shall be made to his estate.
- G. The supplemental compensation payment upon retirement shall only apply to the benefit of the estate of any employee who dies while in the employ of the City.
- H. The City shall have the option to pay supplemental compensation over a four (4) year period, in such case, it shall be paid in the form of an annuity with the City paying seven percent (7%) interest per year.

ARTICLE XV

LINE OF DUTY INJURY

A. Any employee who is injured in the line of duty shall not have his sick leave experience charged for anytime lost as a result of such line of duty injury. Determination of the medical factors in connection with the foregoing, including the extent of injury, duration of disability and whether the injury is work connected, shall be made by a physician chosen by the City. Physical examinations may be made periodically and as often as the physician shall determine as being required. The physician's determination shall be subject to the Grievance Procedure.

B. In the event the City pays any employee salary pursuant to a line of duty connected injury leave, the employee shall transmit to the City any workmen's compensation temporary disability payments received for such line of duty connected injury.



**ARTICLE XVI**

**DEATH IN THE FAMILY**

A. Leave shall be granted without loss of pay for all working days included in the period following the death of the employee's father, mother, wife, child, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law to the day after the funeral.

B. Such funeral leave may be extended at the discretion of the Director or his designee.

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

**ARTICLE XVII**  
**MILITARY LEAVE**

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

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

**ARTICLE XVIII**

**SPECIAL LEAVE**

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

ARTICLE XIX

PFA BUSINESS LEAVE

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

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

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

ARTICLE XX

LEAVE WITHOUT PAY

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

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

## ARTICLE XXI

### CLOTHING/MAINTENANCE ALLOWANCE

A. All employees of the Fire Department covered by this Agreement shall be entitled to all annual clothing allowance of six hundred fifty (\$650.00) dollars payable semi-annually in 1991. In 1992, the clothing allowance shall be increased to seven hundred (\$700.00) dollars payable semi-annually. In 1993, the clothing allowance shall be increased to seven hundred fifty (\$750.00) dollars payable semi-annually.

B. Employees may wear their work uniforms while going to and from their place of employment, except when required to perform duty which requires the wearing of a dress uniform, such as theater duty, high school duty, City Hall duty, parade and funeral duty.

C. The City shall pay one hundred (100%) percent of the cost of replacement of all turnout gear damaged in the line of duty.

D. Members of the bargaining unit shall be reimbursed for damage or loss to rings, watches or eyewear worn on the job. Such reimbursement shall not exceed one hundred dollars (\$100.00) per item. The City may require documentation of any claimed loss or damage to personal property.

## ARTICLE XXII

### 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 and the New Jersey Dental Service Plan, Vision Plan and Paid Prescription Plan or a self-insurance plan equal to or superior in benefits to any or all of the above. If the "flagship" option on the dental plan is or becomes available at no cost as an option to City employees, such option shall be available to employees in this unit.

B. Life insurance shall be continued after retirement at no cost to the employee as authorized by N.J.S.A. 40A:10-23.

C. 1. Excluding the dental, vision and prescription care insurance, the City agrees to pay the premium for such health benefit insurance as shall be in effect at the time of retirement for all retired employees who have completed on retirement twenty-five (25) years of service to the City, and who have not elected a deferred retirement benefit, but including the employees who retired on disability pensions based on a fewer years of service granted in such retirement system. As soon as practicable after the signing of this Agreement, individual coverage dental insurance shall be part of the retirement package.

2. It is further understood that the premium to be paid shall include the employee's dependents.

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 to be obtained from Paid Prescription Plan or Paramus, said plan entitled "Plan 4", which includes a \$1.00 deductible, oral contraceptives and family members up to twenty-three (23) years of age.

G. In the event of the death of an active or retired employee, the City agrees to pay the premium for health benefit insurance for the employee's wife and eligible dependents until the wife is eligible to receive Medicate and the dependents lose such status.



**ARTICLE XXIII**

**ACTING ASSIGNMENTS**

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

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

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

ARTICLE XXIV  
COLLEGE CREDITS

A. The sum of twenty (\$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 a part of a degree program in Fire Science leading to a Baccalaureate, Masters or Associates degree, will be added to the employee's base salary subject to the following conditions: (1) the Director or his designee must approve the program and the course in advance and in writing; (2) the college credits must be earned at any accredited institution recognized by the New Jersey Board of Higher Education; (3) the employee must have earned a grade "C" or better or equivalent grade for the course, the maximum number of such credits for which an employee shall receive such remuneration shall not exceed a total of one hundred and twenty (120).

B. Notwithstanding the effective date of January 1, 1974, it is understood that any employee who, after January 1, 1973, enrolled in a course directly related to Fire Science will receive additional remuneration at the rate of twenty (\$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, except as to prior approval.

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

institution attended by the employee setting forth the course, the number of credit hours completed and the grade received. Such additional remuneration shall be added to base pay two (2) months after receipt of such proper certification.

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

**ARTICLE XXV**

**SENIORITY**

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

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

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

**ARTICLE XXVI**

**PROBATIONARY PERIOD**

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

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

**ARTICLE XXVII**

**TRANSFERS**

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

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

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

**ARTICLE XXVIII**  
**MUTUAL AID COVERAGE**

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

**ARTICLE XXIX**

**EMPLOYEES' DUTIES**

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



**ARTICLE XXX**

**BULLETIN BOARDS**

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

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

**ARTICLE XXXI**

**RULES AND REGULATIONS**

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

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

**ARTICLE XXXII**  
**PERSONNEL FILES**

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

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

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

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by a member of the Fire Department shall subject that member to appropriate disciplinary action.

**ARTICLE XXXIII**

**PFA - MANAGEMENT LIAISON COMMITTEE**

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

ARTICLE XXXIV

MISCELLANEOUS

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

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

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

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

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

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

**G.** The parties shall commence, after the signing of the Agreement to meeting in an attempt to implement an Employee Assistance Program, to deal with such issues as alcohol and drug abuse, testing for such, etc.

**ARTICLE XXXV**

**SEPARABILITY AND SAVINGS**

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

ARTICLE XXXVI

TERM OF AGREEMENT

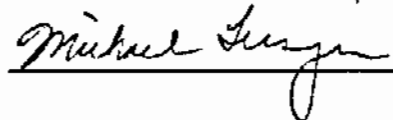
A. The provisions of this Agreement shall be effective January 1, 1991 and shall terminate on December 31, 1993, except as to those provisions of this Agreement which expressly provide a later effective date. The Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties unless and until either party serves the other with written notice of termination by certified mail, return receipt requested, in which event the Agreement shall terminate five (5) days following the receipt of such notice.

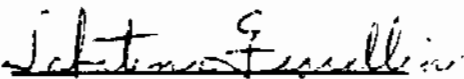
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives and Officers executed this Agreement of the \_\_\_\_\_ day of \_\_\_\_\_ 199\_\_.

CITY OF PASSAIC

  
\_\_\_\_\_  
Mayor

PASSAIC FIREFIGHTERS ASSOCIATION  
a/w/ PASSAIC FMBA LOCAL #13

  
\_\_\_\_\_

  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_