

Revised August 1, 2016

CONTRACT

BETWEEN

THE CITY OF PATERSON

AND

PATERSON FIRE OFFICERS ASSOCIATION (CAPTAINS)

AUGUST 1, 2010 THROUGH JULY 31, 2019

LAW OFFICE OF STEVEN S. GLICKMAN, LLC
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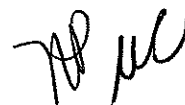
TABLE OF CONTENTS

ARTICLE	PAGE
Preamble	1
Article I - Recognition	2
Article II - Grievance Procedures	5
Article III - Manpower	10
Article IV - Work Week	11
Article V - Salary	12
Article VI - Longevity	14
Article VII - Educational Benefits	15
Article VIII - Reimbursement	16
Article IX - Other Payments	17
Article X - Leave of Absence	23
Article XI - Vacation-Holidays-Personal Leave Days	25
Article XII - Sick Leave	27
Article XIII - Terminal Leave	28
Article XIV - Release Time - Unit Activity	29
Article XV - Health Benefits	32
Article XVI - Working Conditions	40
Article XVII - Other Conditions of Employment	43
Article XVIII - Check-Off	46
Article XIX - Unit Activity	48
Article XX - Ban on Strikes	51
Article XXI - Rules and Regulations, General Orders and Communications	52
Article XXII - Prior Practices	53
Article XXIII - Alcohol and Drug Free Workplace	54
Article XXIV - Agreement	55
Appendix A - Salary Guide	58

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PREAMBLE

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



ARTICLE I

RECOGNITION

A. RECOGNITION

1. The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salary, hours and other conditions of employment for all members of the unit established as follows: all paid full-time uniformed Captains.

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

B. MANAGEMENT RIGHTS

1. The City hereby retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the foregoing, the following rights:

a. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City.



b. To use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of work required.

c. To hire all employees, to promote, transfer, assign or retain employees in positions within the Fire Department of the City.

d. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.

e. To lay off employees in the event of lack of funds or for other legitimate reason.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement provided such terms are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of the City of Paterson.

3. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, or responsibilities under R.S.40, 40A and 11 or any other national, state, county, or local laws or ordinances.

C. PHONE NUMBERS AND ADDRESSES

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

D. LEGAL DEFENSE OF EMPLOYEES

The City shall provide for the legal counsel in the defense of employees in accordance with N.J.S.A. 40A:14-155 whenever an employee is a defendant in an action or legal proceeding arising out of or incidental to the performance to his/her duties including false arrest, detention, imprisonment, malicious prosecution, libel, slander, defamation or violation of rights or privacy, wrongful entry or eviction or other invasion of privacy.

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ARTICLE II

GRIEVANCE PROCEDURES

A. DEFINITION OF GRIEVANCE

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

B. PROCEDURE

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

2. Failure at any step of this procedure by the City to communicate to the Grievance Committee of the Association the decision on a grievance within the specified time limits shall permit the Grievance Committee to proceed to the next step of the grievance procedure. As regards to Steps 1 and 2, the person directly hearing the grievance will communicate directly with the aggrieved employee. Failure to announce an appeal of a grievance to the next step within the specified time limit shall terminate the grievance.

C. GRIEVANCE STEPS (Employee Grievances)

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

STEP ONE (1) - IMMEDIATE SUPERVISOR

A grievant with his Grievance Representative shall take up a grievance with the employee's immediate supervisor within twenty-five (25) calendar days after its occurrence. If the grievance is not taken up by the employee or his representative within the allotted twenty-five (25) calendar days, the grievance shall be deemed waived. The immediate supervisor shall attempt to adjust the grievance on an oral or informal basis within ten (10) calendar days.

STEP TWO (2) - TOUR COMMANDER AND/OR DEPUTY CHIEF

If the grievance is not settled at Step One (1), the employee and his Association Grievance Committee Representative shall, within ten (10) calendar days after the response of the immediate supervisor is received, take the grievance up with the Tour Commander and/or Deputy Chief on his tour on an informal basis. The Tour Commander and/or Deputy Chief shall have ten (10) calendar days within which to attempt to resolve the grievance.

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



STEP THREE (3) - FIRE CHIEF

If the grievance is not settled at Step Two (2), the grievance shall be reduced to writing stating exactly what article and section of the Agreement is violated, and the exact nature of the grievance and a copy signed by the aggrieved party and representative of the Grievance Committee will be given to the Fire Chief within ten (10) calendar days. A copy will also be given to the aggrieved employee. The Fire Chief or his designee shall discuss the grievance with the Grievance Committee, and shall answer the grievance in writing within ten (10) calendar days of its receipt, sending a copy to the President of the Association, to the Grievance Committee and to the aggrieved employee.

STEP FOUR (4) - FIRE DIRECTOR

If Step 3 fails to produce a settlement of the grievance, the grievance signed by the Grievance Committee and the aggrieved employee shall be presented in writing to the Fire Director within ten (10) calendar days of the receipt of the Fire Chief's answer to Step Three (3). A copy of the Fire Chief's answer to Step Three (3) must be attached thereto. The Fire Director or his designee shall respond in writing within twenty (20) calendar days of the receipt of the grievance to the Grievance Committee and the aggrieved.

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If a grievance should occur with a management personnel who is not designated at Step One (1) of the grievance procedure, the grievance shall commence at that step at which that management employee appears on the grievance procedure: i.e. a grievance with the Chief shall commence at the step of the grievance procedure upon which the Chief hears a grievance. All other steps shall be followed accordingly. The grievance must still be followed accordingly. The grievance must still be filed within twenty-five (25) calendar days of its occurrence.

ARBITRATION

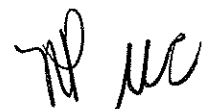
1. If Step Four (4) fails to produce a settlement of the dispute, either party may take the dispute to arbitration upon service of written notice to the other party of its intention to do so. This Notice shall be served within twenty (20) calendar days from the conclusion of Step Four (4) and simultaneously a request shall be made to the Public Employment Relations Commission for the selection of an Arbitrator. The Association Grievance Committee shall determine whether or not the grievance or dispute is meritorious.

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

3. The Arbitrator shall be prohibited from hearing more than one (1) issue except by mutual consent of the parties. However, the Arbitrator may hear procedural and substantive arbitrability issues together with the merits of any issue. The Arbitrator may hear a class grievance concerning a group of employees. The Arbitrator's decision shall be final and binding on all parties and the cost of the Arbitrator's fee shall be shared equally by the City and the Association. The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues.

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

5. All copies of the grievance forms, records, documents and other communications, relating to a grievance and its processing shall not be kept in the official personnel file of any of the participants. The Association shall be advised where the same are kept.



ARTICLE III

MANPOWER

A. ASSIGNMENTS

1. The City and the Association agree that it is desirable to protect the health and safety of the employees in the Fire Department.

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

B. CIVIL SERVICE LIST

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

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ARTICLE IV

WORK WEEK

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

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

C. Any members of this bargaining unit assigned to staff positions shall receive the same wages and benefits as those members assigned to the forty-two (42) hour work schedule.

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ARTICLE V

SALARY

A. Salaries shall be paid to all members of the Association as follows (See also salary guide attached as Appendix A):

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

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

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

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

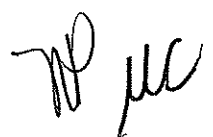
5. Effective retroactive to August 1, 2014, there shall be an across the board wage increase of 2.75%.

6. Effective retroactive to August 1, 2015, there shall be an across the board wage increase of 2.75%.

7. Effective July 1, 2016, there shall be an across the board wage increase of 2.0%.

8. Effective August 1, 2017, there shall be an across the board wage increase of 1.0%.

9. Effective August 1, 2018, there shall be an across the board wage increase of 1.0%.



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

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

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

C. SENIOR STEP

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

ARTICLE VI

LONGEVITY

A. In addition to the base salary of the employee, the following longevity will be paid commencing on the first complete payroll period following their anniversary and include in each employee's bi-weekly pay:

<u>Years of Service</u>	<u>Longevity</u>
Five (5) years of service	2%
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Eighteen (18) years of service	8%
Nineteen (19) years of service	10%
Twenty years (20) of service	12%
Twenty-one years (21) of service	14%
Twenty-two (22) years of service	16%
Twenty-three (23) years of service	18%
Twenty-four (24) years of service	20%

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

ARTICLE VII

EDUCATION BENEFITS

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

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ARTICLE VIII

REIMBURSEMENT

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

B. The City shall reimburse an employee for the replacement of eyeglasses, time pieces and dentures which are damaged, stolen, lost, destroyed or rendered unserviceable in the course of performing his required fire duties. The reimbursement shall not exceed Five Hundred (\$500.00) dollars for each item and occurrence as to these items.

C. The employee shall furnish proof that such a loss occurred during the performance of his required fire duties regarding Sections A and B.

ARTICLE IX

OTHER PAYMENTS

A. OVERTIME

1. Overtime must be approved in advance by the Fire Chief or the Fire Chief's designee through the approved chain of command. Overtime will be paid at time and one-half (1 1/2) at a rate determined by dividing two (2) times the bi-weekly gross pay by one hundred sixty-eight (168) hours as noted below.

2. An assigned tour of duty over and above the regular work period will be paid from the first minute.

3. Overtime at the end of a regular tour of duty will be paid in cash or compensatory time, at the employee's discretion, for multiples of fifteen (15) minutes, rounded to the nearest quarter of an hour.

4. Whenever overtime is required, it shall be rotated among employees who are on the overtime roster by tour. If an employee refuses an assignment to work overtime, he shall be considered as having worked such overtime for the purpose of maintaining the proper order of rotation for future overtime assignments. The overtime roster shall be available for inspection by a designated Association representative upon request during regular office hours.

5. Should overtime be payable under more than one (1) provision of this Agreement for the same hour worked, the employee only will receive overtime for the higher amount of overtime payable and not for both. In other words, there shall be no pyramiding of overtime pay.

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

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

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

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

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

B. RECALL

1. An employee recalled to duty shall receive a minimum of four (4) hours pay at time and one-half. The four (4) hour minimum shall apply unless the recall is contiguous with the employee's regularly scheduled shift.

2. All employees shall be paid time and one-half for the time spent in Court on job-connected appearances when they are not otherwise scheduled for duty as follows:

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

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

C. TIME OF PAYMENT

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

D. WASH-UP TIME

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

E. NIGHT DIFFERENTIAL

Night differential of three (3%) percent of full salary, which is considered part of the work week.

F. CERTIFICATIONS

1. The City retains the right to send any and all employees to any training it deems necessary. The City will pay any training costs. If an employee is required to attend training while off duty, they shall be entitled to overtime pay or compensatory time at the discretion of the City.

2. EMERGENCY MEDICAL TECHNICIAN

a. All Captains who take the EMT Certification or Re-certification course shall take that course during their regular working hours and shall be paid for that time. If a Captain taking the course is not on duty during the taking of the course, he shall receive compensatory time off for all such time of the course. The City shall bear the expense of the course.

b. All Captains who receive EMT Certification or Re-certification shall be paid the sum of Two Thousand (\$2,000.00) Dollars per year payable in twenty-six (26) equal payments.

3. URBAN SEARCH AND RESCUE TRAINED TECHNICIANS

a. Captains who take the Urban Search and Rescue (USAR) Certification or Re-certification course shall take that course during their regular working hours and shall be paid for that time. If a Captain taking the course is not on duty during the taking of the course, he shall receive compensatory time off for all such time of the course. The City shall bear the expense of the course.

b. All Captains who receive USAR Technician Certification or Recertification shall be paid the sum of Two Thousand (\$2,000.00) dollars per year, to be paid in twenty-six (26) equal payments.

4. HAZMAT TRAINIED TECHNICIANS

a. All Captains who take the HAZMAT Certification or Re-certification course shall take that course during their regular working hours and shall be paid for that time. If a Captain taking the course is not on duty during the taking of the course, he shall receive compensatory time off for all such time of the course. The City shall bear the expense of the course.



b. All Captains who receive HAZMAT technician Certification or Re-certification shall be paid the sum of Two Thousand (\$2,000.00) Dollars per year, to be paid in twenty-six (26) equal payments.

5. EMD 911 TRAINED TECHNICIANS

a. All Captains who take the EMD 911 Certification or Re-certification course shall take that course during their regular working hours and shall be paid for that time. If a Captain taking the course is not on duty during the taking of the course, he shall receive compensatory time off for all such time of the course. The City shall bear the expense of the course.

b. All Captains who receive EMD 911 Certification or Re-certification shall be paid the sum of Two Thousand (\$2,000.00) Dollars per year, to be paid in twenty-six (26) equal payments.

6. All Captains who are Certified Arson Investigators and assigned to the Arson Division shall be paid the sum of two thousand (\$2,000.00) dollars per year, to be paid in twenty-six (26) equal payments.

7. Employees obtaining a certification or Re-certifications pursuant to Section F shall be entitled to be paid two Thousand (\$2,000.00) Dollars.

Multiple certifications shall not entitle an employee to receive more than one (1) aforementioned Two Thousand (\$2,000.00) Dollar payment.

ARTICLE X

LEAVE OF ABSENCE

A. LEAVE WITHOUT PAY

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

B. LEAVE WITH PAY

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

C. FUNERAL LEAVE

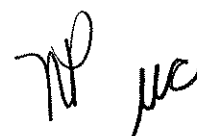
1. Employees shall be granted leave with pay for the death of a wife, husband, child, father, mother, brother or sister, father-in-law, mother-in-law, grandmother, grandfather, brother-in-law, sister-in-law, son-in-law, half-brother, half-sister, daughter-in-law or foster children, step parents, step children, grandchildren and grandparents-in-law. Said leave shall be from the date of death until the day after the funeral, when the officer shall report for duty; day after funeral ends at 7:59 a.m.

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

3. Special leave may be arranged with the Chief of the Department or his designee for unusual circumstances concerning the burial of a family member or arrangement not for burial.

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

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



ARTICLE XI

VACATION-HOLIDAYS-PERSONAL LEAVE DAYS

A. TOTAL LEAVE

The total leave days including but not limited to paid leave previously called vacation, holidays and personal days, shall be as follows:

1. All employees covered under this Contract shall receive seventeen (17) calendar days during each year.
2. Employees may carry over up to eleven (11) leave days to the following year.

B. PERSONAL LEAVE DAYS

1. Included in the total leave permitted in Section A, the employee shall receive two (2) personal leave days per year. These days shall not be cumulative unless the City is unable to grant them in the year in which they are due.
2. Employees shall, except in an emergency, request personal leave days at least five (5) days in advance.
3. Personal leave days must be approved by the Chief or his designee and said approval shall not be unreasonably denied. Once personal days are granted, they cannot be rescinded.
4. The application of the general leave schedule contained in Section A2 shall not affect the past practice of scheduling personal leave days as contained in B1, B2 and B3.

C. SCHEDULING

1. All employees shall be guaranteed four (4) days of leave during the late June early September vacation period. Leave outside of the late June early September vacation period for all employees shall be scheduled with present practice. No employee shall be required to take four (4) days of leave during the late June early September vacation period and may take said leave some other time.

2. An employee may select annual vacation based upon his entitlement. If the employee is promoted to Captain or any other position considered covered by this Agreement on or prior to June 30th he is entitled to the higher amount of total leave days as set forth in Section A2 for the full year. If an employee is promoted after June 30th, the higher amount of total leave days as set forth in Section A2 is effective the following January 1.

3. An employee, if transferred, shall have the right to preserve any previously selected and approved vacation leave period. Should a conflict occur where two (2) or more employees are seeking the same vacation leave after at least one (1) employee has transferred, the employee with greater seniority shall preserve his vacation leave.

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

ARTICLE XII

SICK LEAVE

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

B. Employees shall not be docked any pay for any occurrence of sick leave.

C. A physician's note shall not be required if an employee has been on sick leave unless there is a personal request made during the absence by the Chief of the Department or his designee.

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

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ARTICLE XIII

TERMINAL LEAVE

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

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

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

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



ARTICLE XIV

RELEASE TIME - UNIT ACTIVITY

A. NEGOTIATING COMMITTEE

The City agrees to give release time with pay to no more than three (3) members designated to meet with the City for the purpose of negotiating an Agreement. Such "release time" shall be subject to the manpower needs of the City.

B. GRIEVANCE COMMITTEE

1. The City will give release time with pay to the members of the Grievance Committee after they first report to their respective companies and commanding officers. The release time shall only be given to the member of the committee for the purpose of adjusting grievances and disputes between the Association and the City. The aforementioned release time with pay will apply to a maximum of two (2) members of the Grievance Committee in the event that such member of the Grievance Committee is scheduled to work.

2. The Association Grievance Committee shall consist of the President or his designee by written appointment, and the grievance representative who responded to the grievant or reported the grievance, and the aggrieved.


C. OTHER RELEASE TIME

1. Membership Meeting - The City will give release time with pay, to one (1) member designated by the Association to attend local or state membership meetings of the Association. The member designated shall give reasonable notice, twenty-four (24) hours, to the Chief of the Fire Department or his designee that he will attend a meeting.

2. Elected Officials - The City shall give release time, with pay, to three (3) elected officials of the Association to attend local membership meetings of the Association. The elected officials shall give twenty-four (24) hours' notice to the Chief of the Fire Department or his designee that they will attend the meeting.

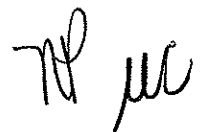
3. State Executive - The City will give release time with pay to the State Executive of the Association to conduct official business necessary for the performance of the duties of his office, provided such release time does not interfere with the emergency requirements of the Fire Department and such request is made to the Chief of the Fire Department in advance of such leave.

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



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

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



ARTICLE XV

HEALTH BENEFITS

A. HOSPITAL, MEDICAL, PRESCRIPTION, DENTAL AND OPTICAL-EMPLOYEES

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

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

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

4. The City shall implement a new dental plan for this unit's employees and their eligible family member(s) at no cost to the employee in accordance with the terms and coverage in effect as of February 1, 1999 and such benefits shall not be diminished.

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

6. Contributions towards medical premiums shall continue to be made in accordance with applicable law.

B. HOSPITAL, MEDICAL, DENTAL AND PRESCRIPTION - RETIREES

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

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

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

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

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2. Upon the death of the retiree, the surviving spouse and dependent children until the age twenty-six (26) shall be entitled to remain enrolled in the City's hospital, medical, dental and prescription insurance plans, with the premiums being paid by the City. This coverage shall cease when any of the following occur:

- a. widow dies.
- b. widow remarries.

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

4. The provisions of Section B1 are effective August 1, 1989 for those employees who retire on or after August 1, 1987.

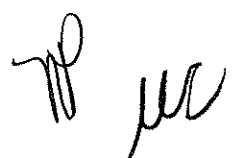
5. The provisions of this section are subject to the Rules and Regulations of the carrier and the Police and Fireman's Retirement System, Division of Pensions.

6. Contributions towards medical premiums shall continue to be made in accordance with applicable law.

C. HOSPITAL, MEDICAL, DENTAL AND PRESCRIPTION - WIDOWS

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

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



3. The provisions of Section CI shall cease when any of the following occur:

- a. Widow dies.
- b. widow remarries.

4. The City shall pay the full cost of the prescription card for the widow and eligible dependents of deceased employees.

5. The City shall pay full cost of the dental plan for the widow and eligible dependents of deceased employee.

6. Contributions towards medical premiums shall continue to be made in accordance with applicable law.



D. INSURANCE CARRIERS

The City reserves the right to self-insure or to change insurance companies providing the health benefits agreed to hereunder as long as the benefits and fee schedules set forth in the Agreement are substantially equivalent to the existing (as defined in Section A, Section F5a and b, and/or Section F6a of this Article) health benefits. If the City remains self-insured or changes insurance companies providing the health benefits, the prescription co-pay will remain at \$0 generic and \$10 co-pay. The Association shall be notified by the City a minimum of one hundred twenty (120) days prior to the implementation of any proposed new plan and will be furnished with a copy of the same. In the event the Association files a grievance in accordance with the provisions of Article III, the matter will be expedited and no changes will be made during the arbitration proceedings.

E. INSURANCE OFFICER

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

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



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

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

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

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

F. VESTED BENEFITS

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

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

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

4. The provisions of paragraphs F1, F2 and F3 above shall survive the expiration of the collective negotiations Agreement and shall be enforceable pursuant to arbitration under the provisions of any Collective Bargaining Agreement in effect between the parties hereto at any time.

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

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



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

a. All SHBP plans are made available to Association unit members.

b. The City shall select the "10/15" prescription plan.

c. If benefit levels are reduced and/or out-of-pocket costs are increased, by any source, the City shall seek new coverage that is equal to the SHBP coverage that was in place when the City entered the SHBP upon notice by the PFOA. The City shall not delay in seeking substitute equal to coverage. If the City decides to switch carriers or return to a self-insured program, the City agrees to provide the PFOA with one hundred twenty (120) days' notice.



ARTICLE XVI

WORKING CONDITIONS

A. SNOW BLOWERS

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

B. FIRE DEPARTMENT BOAT

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

C. NON-FIREFIGHTING DUTIES

1. An employee shall not be required to perform any "police" or other related duties normally performed by the members of the Police Department.

2. An employee shall not perform those duties which are normally performed by other City Divisions or agencies.

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

D. MAINTENANCE OF APPARATUS AND EQUIPMENT

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

E. MAINTENANCE OF FACILITIES

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

F. FURNISHINGS

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

G. SUPPLIES

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

H. PARKING

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

I. SUSPENSIONS

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

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ARTICLE XVII

OTHER CONDITIONS OF EMPLOYMENT

A. RESIDENCE OUTSIDE PATERSON

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

B. SENIORITY

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

C. PERMANENT CLOSE OF COMPANY

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

D. TRANSFERS

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

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

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

E. MUTUAL SWAPS

1. Tour Commanders shall have the authority to approve or deny tour exchanges within time affected company, subject to the Fire Chief's final determination.

2. The hours that the replacement employee works as a substitute on a mutual swap shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation.

F. EARLY-LATE RELIEF

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

G. ACTING OFFICER

1. Any employee who serves in an acting capacity in a higher classification shall be paid the rate of pay of the higher classification on completing seven (7) working days in that classification. The rate of pay of the higher classification will be paid on the eighth (8th working day thereafter).

2. An employee on beginning an acting assignment shall be afforded every opportunity to complete seven (7) working days in acting capacity.

3. Any employee who works in said acting capacity for more than two (2) hours on a tour shall be credited with one (1) day toward the seven (7) working days. If the seven (7) working days have been reached, he shall be paid at the higher rate.

4. Any employee who is recalled to duty and acts as an officer in a higher capacity shall be credited with one (1) day toward seven (7) working days.

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

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

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ARTICLE XVIII

CHECK-OFF

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

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

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

D. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

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

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

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

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



ARTICLE XIX

UNIT ACTIVITY

A. BULLETIN BOARDS

1. The City shall provide adequate space in each company and other Fire Department facilities designated by the Fire Director for an exclusive Association bulletin board. The Association may use the bulletin board to post notices of union meetings, union recreational and social affairs, Association elections, organizational appointments concerning the Association, and notices concerning the welfare of the employees generally.

2. The Fire Director may approve, in the Director's sole discretion, other postings provided such postings are not inflammatory, discriminatory, disparaging, obscene, defamatory or derogatory. Bulletin boards shall not be used to post any information or materials pertaining to political candidates (e.g., candidates for City elected office). All postings shall be signed by a Association officer and shall bear the official Association emblem.

B. MEETING WITH EMPLOYEES

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

C. SOLICITATION

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

D. OFFICE SPACE

The City shall provide an office for the sole use of the Association. The Association shall bear the full cost of furnishings of said office. However, the City shall provide a Department phone to be used by the Association for official business only telephone calls at the City's expense.

E. ROSTER OF UNIT MEMBERS

The City shall furnish at City's expense to the Association once a year an updated listing or roster which shall contain the names, current addresses and telephone numbers of Captains. as such information is reflected in the files of the City, to be solely for the Association business.



F. DISCIPLINE - MEETING WITH CHIEF

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

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ARTICLE XX

BAN ON STRIKES

A. 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 shall be no interference with such operation.

B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree 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, lockouts, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

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

D. The Association shall not be held liable for unauthorized acts of unit employees.

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

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ARTICLE XXI

RULES AND REGULATIONS, GENERAL ORDERS AND COMMUNICATIONS

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

B. Proposed new rules and regulations or modifications of existing rules and regulations governing working conditions shall be reviewed and discussed with a representative of the Association before they are established.

C. Copies of all general orders, rules and regulations and communications which affect wages, hours, terms and conditions at employment for the employees covered by this Agreement shall be furnished to the Association President or his designee within twenty-four (24) hours of their promulgation.

ARTICLE XXII

PRIOR PRACTICES

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

B. All other rights, benefits and privileges enjoyed by members in all other bargaining units of the Paterson Fire Department shall also be enjoyed by the members of the Association as if fully set forth herein.

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



ARTICLE XXIII

ALCOHOL AND DRUG FREE WORKPLACE

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

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



ARTICLE XXIV

AGREEMENT

A. EFFECT OF AGREEMENT

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

B. SAVINGS CLAUSE

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

C. MODIFICATION

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

D. PRINTING

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

E. FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

F. TERMS OF AGREEMENT

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

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

3. This Agreement is subject to City Council ratification and will be executed after such ratification.



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

CITY OF PATERSON

PATERSON FIRE OFFICERS
ASSOCIATION (CAPTAINS)



MAYOR
_____

CITY OF PATERSON

PATERSON FIRE OFFICERS ASSOCIATION (CAPTAINS)

SALARY GUIDE: 8/1/10-8/1/13

<u>Step</u>	<u>8/1/2009</u>	<u>8/1/2010</u>	<u>8/1/2011</u>	<u>8/1/2012</u>	<u>8/1/2013</u>
Salary Increase		0.00%	0.00%	0.00%	0.00%
Upon Promotion	\$ 89,345	\$ 89,345	\$ 89,345	\$ 89,345	\$ 89,345
6-12 Months	\$ 93,108	\$ 93,108	\$ 93,108	\$ 93,108	\$ 93,108
After 1st yr. In rank	\$100,648	\$100,648	\$100,648	\$100,648	\$100,648
After 2nd yr. In rank	\$108,164	\$108,164	\$108,164	\$108,164	\$108,164

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CITY OF PATERSON

PATERSON FIRE OFFICERS ASSOCIATION (CAPTAINS)

SALARY GUIDE: 8/1/14-8/1/18

<u>Step</u>	<u>8/1/2014</u>	<u>8/1/2015</u>	<u>7/1/2016</u>	<u>8/1/2017</u>	<u>8/1/2018</u>
Salary Increase	2.75%	2.75%	2.00%	1.00%	1.00%
Upon Promotion	\$ 91,802	\$ 94,327	\$ 96,213	\$ 97,175	\$ 98,147
6-12 Months	\$ 95,668	\$ 98,299	\$100,265	\$101,268	\$102,281
After 1 st Yr. In rank	\$103,416	\$106,260	\$108,385	\$109,469	\$110,563
After 2 nd Yr. In rank	\$111,139	\$114,195	\$116,479	\$117,644	\$118,820

MP