

3-0098

GENERAL CONTRACT AGREEMENT
BETWEEN
CITY OF PLAINFIELD
AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
BRANCH NO. 7

PL. NO. 100-1000
AUG 10 1974

7974

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PREAMBLE

This AGREEMENT entered into the day and year set opposite the signatures of the parties, by and between the City of Plainfield, a municipal corporation of the State of New Jersey, hereinafter called the "City," and Branch No. 7, Firemen's Mutual Benevolent Association, hereinafter called the "FMBA."

WITNESSETH:

WHEREAS, the City and the FMBA recognize and declare that providing quality fire protection for the City is their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the members of the fire force are particularly qualified to advise the formulation of policies and programs designed to improve the standards of fire protection; and

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the FMBA as the

representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

1-1. The City hereby recognizes the FMBA as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all sworn fire personnel, excluding Fire officers, whether on active employment or leave of absence authorized by the City.

ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of fire employment. Such negotiations shall begin not later than November 1 of the calendar year next preceding the calendar year in which this Agreement expires. Any agreement so

negotiated shall apply to all firemen, be reduced to writing and adopted by both parties.

2-2. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party.

2-3. Continuing Review of this Agreement

(a) Representatives of the City and the FMBA negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.

(b) Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.

(c) All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the firemen involved are free from assigned responsibilities, unless otherwise agreed.

(d) Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced

to writing and be adopted by both parties.

(e) A special committee constituted of a representative of the City and the FMBA shall meet on a continuing basis during the duration of this contract to evaluate the merits of an eight (8) hour day for fire personnel.

2-4. Except as this agreement shall otherwise provide, all benefits, terms and conditions of employment, applicable on the effective date of this agreement to employees covered by this agreement, as established by the rules, regulations or policies of the City in force on said date shall continue to be applicable during the term of this agreement, nor shall this agreement be interpreted or applied so as to eliminate, reduce, or detract from fringe benefits existing prior to its effective date. This agreement shall, however, supersede any prior written agreement between the parties covering the same subject matters and any inconsistent written agreement between the City and the FMBA or any individual employee covered by this agreement is hereby superseded.

2-5. The City agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the FMBA

for the duration of this Agreement.

2-6. 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.

ARTICLE 3 - GRIEVANCE PROCEDURE

3-1. Procedures governing grievances by firemen shall be in accordance with Section 11:13 of the Municipal Code of the City of Plainfield and amendments thereto. In the event of disagreement between the City and the FMBA, the aforesaid grievance procedure and those procedures set forth in this Agreement shall be followed. The City and the FMBA agree that it is generally advisable to avoid public statements to the mass media prior to exhaustion of the aforesaid grievance procedures. The City and the FMBA further agree that in the event it is deemed necessary to issue statements to the mass media at any time during or after the aforesaid grievance procedures, said statements shall be made by the City through its City Administrator or his duly authorized agent and by the FMBA through its President or his duly authorized agent and both parties agree they will use their best efforts to prevent the making of statements relative to the matters in controversy

by persons other than those mentioned herein.

3-2. Rights of Firemen to Representation

(a) Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the FMBA, or by counsel of his choice. When a Fireman is not represented by the FMBA, the FMBA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Fireman is not a member of the FMBA, consent must be granted by said Fireman in order for a FMBA representative to be present.

(b) No reprisals or harassments of any kind shall be taken by the City or by any member of the administration against any party in interest, any representative, any member of the FMBA committee or any other participant in the grievance procedure by reason of such participation.

3-3. Miscellaneous

(a) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared by the Director of Public Affairs and Safety and the Fire Chief in consultation with the FMBA and given appropriate distribution so as to

facilitate operation of the grievance procedure.

(b) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative unless public hearings are required by law.

ARTICLE 4 - FIREMEN'S RIGHTS

4-1. Pursuant to Chapter 303, Public Laws 1968, the City hereby agrees that every fireman shall have the right freely to organize, join and support the FMBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the City undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any fireman in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any fireman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the FMBA and its affiliates, his participation in any activities of the FMBA

and its affiliates, collective negotiations with the City or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4-2. Nothing contained herein shall be construed to deny or restrict to any fireman such rights as he may have under any other applicable laws and regulations. The rights granted to firemen hereunder shall be deemed to be in addition to those provided elsewhere.

4-3. Disciplinary action against firemen shall be in accordance with Chapter 11 of the Municipal Code of the City of Plainfield, New Jersey, as the same may be supplemented or amended.

ARTICLE 5 - FMBA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the FMBA in response to reasonable requests from time to time, all available information concerning the financial resources of the City, including but not limited to: annual financial reports and audits, a list of certified fire personnel, budgetary requirements and allocations, agendas minutes of all City Public Council meetings, census data, names and addresses of all firemen, and

other such information that shall assist the FMBA in developing intelligent, accurate, informed and constructive programs on behalf of the firemen. The City further agrees to make available information which may be necessary for the FMBA to process any grievance or complaint, except in the case of personnel matters, in which case the release of information shall be made on the basis of legal advice from the Corporation Counsel.

5-2. Up to five (5) members of the "FMBA" Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the FMBA for the purposes of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

5-3. Up to four (4) members of the FMBA Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

5-4. The officers of the FMBA (President, Vice-President, Recording Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be permitted to attend all regularly scheduled internal meetings in fire headquarters facilities.

5-5. The FMBA shall have the right to use the FMBA bulletin board at Fire Headquarters to post appropriate materials.

ARTICLE 6 - MANPOWER

6-1. In order to protect the health and safety of the employees of the Fire Division, the City will make every effort to maintain the manpower strength assigned to each company on each platoon as follows:

Engine Companies - One (1) Officer and three (3) Firemen

Truck Companies - One (1) Officer and three (3) Firemen

Emergency Squad - One (1) Fireman

Car 2 - Deputy Chief and one (1) Fireman

6-2. In the event that the manpower of any engine or truck company on any platoon should fall below three (3) individuals, such shortages shall be filled by temporary details from other companies. If such assignments cannot be made to fill such shortage without reducing manpower in the other companies below the minimum allowed, said shortage shall be filled by overtime work in accordance with Article 12.

No fire apparatus shall leave quarters for a normal alarm response with less than two men at any time for any reason except emergency squad 1.

ARTICLE 7 - WORKWEEK

7-1. The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule of three (3) days of ten (10) hours each, followed by seventy-two (72) hours off, followed by three (3) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by three (3) days of ten (10) hours each and so on.

7-2. The City and the FMBA acknowledge that a fireman's primary responsibility is to perform firemanic duties and that his energies shall be utilized to the fullest extent toward that end.

ARTICLE 8 - ADDITIONAL DUTIES

8-1. In addition to the normal fire duties performed by the Firemen, the FMBA in an effort to improve the effectiveness of the Fire division and the Department of Public Affairs and Safety agrees to participate in a Safety Patrol Program.

It is expressly understood that the Safety Patrol is not a police function; it is merely an expansion of the normal public safety duties of a firemen, that is, protecting lives and property. Members of the Safety Patrol will not be expected to engage in those activities for which they have not been properly trained or equipped. The duties of the Safety Patrol will be as follows:

(a) Detect and report all fires, smoke, false alarms observed or detected within area of assignment, paying particular attention to public buildings.

(b) Respond on calls for the Rescue Squad when requested by the Squad and render immediate first aid whenever necessary.

(c) Assist the Police Division at accidents of traffic control problems. The role of the Safety Patrol would be one of backing up the Police Division only when the Police Division is unavailable or when the Safety Patrol comes upon an accident or traffic control problem and must take immediate action.

(d) Safety Patrol shall report any indications of criminal activity within their area of assignments to the Police.

(e) The Safety Patrol shall be assigned to check street alarms and boxes during their hours of patrol.

(f) The Safety Patrols may be called upon to perform other normal Fire Division activities while engaged in patrol duty, such as pre-fire planning, inspection, fire code enforcement, or training.

8-2. The firemen on Safety Patrol will be required to understand the basics of traffic control and accident investigation so that in the event they are called upon to assist the police or come upon an accident or traffic control problem while on their tour of duty they will be able to properly turn over the accident investigation and noted information to the police.

The fireman of Safety Patrol will be required to complete first aid courses in the area of childbirth and proper method of handling emotionally disturbed persons. They will also be required to know the basic procedures for presentation of testimony in Court, the proper methods of filing any reports dealing with criminal activity observed or discovered by them.

The Director of Public Safety, in consultation with The Chiefs of Police and Fire Divisions shall prescribe training to implement carrying out the Safety Patrol functions described above.

At all times except in the case of emergency, threatening life, the Safety Patrol shall, upon notification of a fire within the Patrol's assigned area, respond immediately to the fire call.

8-3. Safety Patrols will normally operate between the hours of 2:00 P.M. and 2:00 A.M., except where in the judgment of the Director of Public Safety, special public safety conditions for limited periods require additional patrol hours. It is agreed that any change in the basic 2:00 P.M. to 2:00 A.M. schedule will be discussed with the Executive committee and agreed upon jointly. No fireman will be assigned to a Safety Patrol for more than six (6) hours each day, nor more than a total of (8) hours of all types of routine fire duties, except for fire fighting activities and special conditions as set forth above. There shall be a rotating schedule for Safety Patrol duty and it is further agreed that the overall duties of the Safety Patrol and all other Fire Division activities shall be rotated in such a manner as to equalize the work-load among all of the members of the Division within the framework of the needs of the Fire service. During the

life of this contract, while the Patrol is being developed, there shall be two (2) men assigned to a patrol vehicle at all times. The Chief of the Fire Division shall be authorized to cancel Safety Patrols whenever the needs of the Fire Division so require.

8-4. It is clearly understood that the firemen assigned to Safety Patrol shall not be trained in the use of firearms and shall not be assigned firearms for use in the patrol vehicle.

In addition, the Safety Patrol vehicles shall carry a Scott Air Pak, a First Aid Kit, a 2 1/2 Gal. Pressurized Water Extinguisher, 2 Fire Brooms, 2 Blankets, a Hudson Inhalator, a 5 lb. CO-2 Extinguisher, a 5 lb. Dry Chemical Extinguisher, an axe, a portable spotlight, 2 flashlights, 1 can of Shook for uses in animal repellent, and 4 flares. In addition, the Fire Chief may assign additional pieces of fire fighting or fire prevention equipment, if he sees the need for it.

8-5. Alternative Duties

It is understood that those firemen who do not

qualify for Safety Patrol duties or who with the approval of the Chief of the Fire Division, after request by the fireman, are excused from Safety Patrol duties, may be trained and assigned as building inspectors during the day-time hours. The details of this program will be worked out with the Fire Chief and the members of the Executive Committee.

8-6. It is expressly and specifically agreed and understood that by firemen assuming additional duties, including the Safety Patrol, the City does not intend to change the duties of a fireman as described in Title 4 of New Jersey Statutes, or any other job specifications described in the Civil Services Rules and Regulations covering same, except as might be modified by the terms of this agreement.

ARTICLE 9 - CITY'S RIGHTS AND RESPONSIBILITIES

9-1. Management Responsibilities

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accord-

ingly, the City retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, amount of supervision necessary as defined in this Agreement, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

9-2. Ban of Strikes

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 there should be no unlawful interference with such operation. Parties hereto agree that there will not be and that the Association, its officers, members, agents, or principals will not engage in strikes, slowdowns, lockouts or organized mass absenteeism. The City shall have the right to discipline or discharge any employee participating in a strike, slowdown, lockout or organized mass absenteeism.

9-3. The City shall deduct from the wages of each employee

of the Fire Division on the first pay of each month the following:

Initial dues for new employees who shall become members of the FMBA subsequent to the execution of this Agreement and for so long as said Agreement remains in full force and effect, and shall deduct the monthly dues of each member of the FMBA at the rate of \$2.00 per month.

ARTICLE 10 - SALARIES

10-1. The salaries of all firemen employed by the City shall be assigned to Salary Grade 15 retroactively to January 1, 1972, as set forth in the Schedule of Salaries and Wages of the City of Plainfield, New Jersey.

10-2. Longevity

The City shall pay longevity to all Fire Division Personnel having completed the following service:

10 years 2%
15 years 4%
20 years 6%
25 years 8%
30 years 10%

A Person employed during the first six (6) months of a calendar year shall be considered for longevity purposes to have been employed as of January 1 of the calendar year of employment. A person employed during the last six (6) months of a calendar

year for longevity purposes shall be deemed to be employed January 1 of the succeeding year.

10-3. Uniform Allowance

The City shall provide all necessary uniforms when individually needed due to fire service activity and not strickly on a time limit schedule.

ARTICLE 11 - SICK LEAVE AND LEAVES OF ABSENCE

11-1. Sick leave and leaves of absence shall be determined to set forth in Section 11:9-6 of the Municipal Code of the City of Plainfield. Any sick leave should be considered on a day for day basis with a day being considered as twelve (12) hours.

11-2. Upon termination or retirement, allowance for accumulated sick leave shall be on the basis of an 8.4 hour day. All sick leave accumulated will be calculated on a basis of one-fifth (1/5) of the scheduled work week of actual employment (e.g. A man who accumulated fifteen (15) days on a 56-hour-work week would accumulate 11.2 x 15 or 168 actual hours for that year). The rate of pay for said accumulated time will be at the salary rate as of the time of termination or retirement.

ARTICLE 12 - OVERTIME

12-1. Where possible, overtime will be assigned on a voluntary, rather than on a mandatory basis. The overtime list will be posted

in advance, unless emergency conditions prohibit it and the men will be permitted to arrange for exchanges at their request.

12-2. Whenever a fireman works in excess of his regular scheduled work week, he shall be entitled to receive overtime pay or compensatory time off on a straight time basis.

12-3. Each fireman shall be entitled to a minimum of two (2) hours pay on a straight time basis, if he is called back to work after completion of his regular tour of duty.

ARTICLE 13 - INSURANCE PROTECTION

-13-1. The City shall pay the entire cost of Major Medical Insurance and Basic Medical Insurance which shall be Blue Cross-Blue Shield including Rider J or their equivalent as determined by the City in consultation and the FMBA for all firemen and their families. The City shall provide copies of insurance policies to all members of the Fire Division as soon as possible after July 1, 1972.

13-2. In addition to any and all other life insurance coverage currently afforded to uniformed members of the Fire Division by virtue of their participation in the Policemen and Firemen's Retirement System, or any other like system, the City will provide each uniformed member of the Fire Division with and pay the premiums for a whole life (group) insurance policy of a face value of

\$4,000.00 to be effective July 1, 1972.

ARTICLE 14 - VACATIONS AND HOLIDAYS

14-1. All members of the Fire Division shall have the vacation leave set forth in Sections 11:9-1 and 11:9-2 of the Municipal Code of the City of Plainfield. Routine duties on Sundays will begin at 10 a.m.

14-2. It is recognized that vacation leave for fire personnel is on a day for day basis as per 11:9-1 and 11:9-2 of the Municipal Code. Should future negotiations result in a readjustment in the daily working hours the day for day basis shall continue in effect and no allowance will be made for any reductions in vacation hours per day.

ARTICLE 15 - MISCELLANEOUS

15-1. This Agreement constitutes City policy for the term of said Agreement, and the City shall carry out the commitments contained herein and give them full force and effect as City policy.

15-2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

15-3. Any individual contract between the City and an individual

fireman, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions in this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

15-4. The City and the FMBA agree that there shall be no discrimination and that all practices, procedures and policies of the fire system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of firemen on the basis of race, creed, color, religion, national origin, marital status or sex.

15-5. It is expressly agreed and understood that the City and the FMBA shall be bound by the present Personnel Ordinance as modified by the terms of this contract, regardless of whether same is repealed or amended, unless both parties agree to said repeal or amendments.

15-6. The City agrees that the Chief and the Director of the Department of Public Affairs and Safety, prior to promulgating any change in the Departmental Rules and Regulations, shall first meet with the Executive Committee of the FMBA to discuss these changes and shall agree to take the committee's views into consideration prior to implementing said changes.

15-7. Copies of this Agreement, together with copies of the "City Personnel Ordinance" and amendments thereto, shall be re-produced at the expense of the City within thirty (30) days after the Agreement is signed and shall be available for examination by all firemen now employed, hereafter employed or considered for employment by the City.

15-8. If there is any conflict between the terms of this Agreement and any ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference to any ordinances shall mean those ordinances in effect at the time of the adoption of this Agreement. Amendments to such ordinances subsequent to the adoption of this Agreement referring to matters contained herein, shall have no effect upon this Agreement without consent of all parties hereto.

15-9. (a) Retroactive to January 1st, 1972, when a Fireman is designated by special order of the fire chief to serve in the capacity of and perform the functions of an Acting Lieutenant for any twenty (20) hours or more during the course of any forty two (42) hour week, he shall be paid the appropriate rate of pay for Lieutenant for all hours worked as provided in Section 11:7-5 (c) of the Municipal Code of the City of Plainfield. This shall occur whenever the total officer complement of any platoon falls

below five (5) officers except for short notice emergency illness, in which case an officer may be required to work overtime, five officers is defined as a Platoon Commander and four Company Officers.

15-10. In the event a vacancy is anticipated for a period in excess of one cycle (12-day tour) the acting appointment shall be made from the existing Civil Service list of firemen eligible for promotion to Lieutenant.

15-11. If the vacancy is anticipated for a shorter duration, the acting appointment shall be made from those members in the platoon who are on the current Civil Service eligible list for promotion to Lieutenant.

15-12. Whenever possible, acting appointments shall be rotated every 30 days. For example, in the event a Lieutenant is out 80 consecutive days, the number one man on the existing certified list of firemen eligible for promotion to Lieutenant shall be appointed for a period of 30 days. He will then be replaced by a second man on the list. The third man on the list, who works 20 days, will receive an additional 10 days as an acting officer at the time the next vacancy exists.

ARTICLE 16 - DURATION OF AGREEMENT

16-1. This Agreement shall be effective as of January 1, 1972, and shall continue in effect until December 31, 1972, subject to negotiation of a successor agreement as provided in Article 2.

16-2. Subject to good faith negotiations by both parties this Agreement shall be extended until a new agreement has been negotiated.

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

By Benjamin B. Capua
President

Dated:

Attest:

Anthony J. Capua Jr.
Secretary

CITY OF PLAINFIELD

By Frank H. Blati, Jr.
Mayor

Dated:

Attest:

Edward Benfend
City Clerk
#1271 - 8/21/72

1: