

3-0043
20-12

Fire Officers' Ass'n
9/21/70

PREAMBLE

This Agreement, effective as of the 21st day of September, 1970, by and between the City of Plainfield, New Jersey, hereafter referred to as the "City", and ^{the} Fire Officers Association, hereafter referred to as the "FOA", is designed to maintain and promote a harmonious relationship between the City of Plainfield 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.

ARTICLE 1

RECOGNITION AND AREAS OF NEGOTIATION

Section 1-1 Recognition

The City hereby recognizes the FOA as the exclusive representative and bargaining agent for the bargaining unit, consisting of uniformed Fire Officers within the City's Fire Division.

Section 1-2 Areas of Negotiation

The Mayor, City Council and the FOA hereby agree that the FOA has the right to negotiate as to the terms and conditions of employment of members of the FOA, pursuant to N.J.S. 34:13 A-5.3.

Section 1-3 Management

(a) It is recognized that there are certain functions, responsibilities and rights, exclusively reserved to the employer, among which are the direction and operation of the Fire Division, the types of work to be performed, the work assignments of employees, the machinery, tools and equipment to be used, shift schedules and hours of work, the making and enforcing of rules and regulations for discipline and safety of its employees. None of the rules and regulations so formulated or as changed from time to time shall be inconsistent with this agreement.

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(b) The promotion, transfer, discharge or discipline for cause and layoff are the right of the employer, except as may herein otherwise be provided or limited by any applicable provision of this agreement including the grievance procedures set forth herein.

ARTICLE 2

"FOA" BUSINESS LEAVE

Section 2-1

Up to three (3) members of the "FOA" Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the FOA for the purpose 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.

Section 2-2

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

ARTICLE 3

GRIEVANCE PROCEDURE

Section 3-1

Procedures governing grievances by Fire Officers shall be in accordance with Article 14 of Chapter 5 of the Revised Ordinances of the City of Plainfield, New Jersey, adopted 1957, as the same may be supplemented or amended.

Section 3-2

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 FOA or by counsel of his choice. When a Fire Officer is not represented by the FOA, the FOA shall have the right to be present with the consent of the Fire Officer, and to state its views at all stages of the grievance procedure, if called upon by the Fire Officer or his attorney.

Section 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 Chief of the Fire Division in consultation with the FOA 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 representatives unless public hearings are required by law.

(c) Whenever there is a grievance on the part of the City or the FOA concerning the matters governed by this contract, the grievance procedures set forth in Article 14 of Chapter 5 of the Revised Ordinances of the City of Plainfield, New Jersey, 1957, shall be followed prior to any press releases provided, however, if the grievance is of a collective nature, the grievance procedures will commence at the Chief's level.

ARTICLE 4

FIRE OFFICERS' RIGHTS

Section 4-1

Pursuant to Chapter 303, Public Laws 1968 the City hereby agrees that every Fire Officer shall have the right freely to organize, join and support the FOA 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 Fire Officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any Fire Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the FOA and its affiliates, his participation in any activities of the FOA 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.

Section 4-2

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

Section 4-3

Disciplinary action against Fire Officers shall be in accordance with Article 13 of Chapter 5 of the Revised Ordinances of the City of Plainfield, New Jersey, 1957, as the same may be supplemented or amended.

ARTICLE 5

FOA RIGHTS AND PRIVILEGES

Section 5-1

The City agrees to make available to the FOA 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 and minutes of all City Public Council meetings, census data, names and addresses of all Fire Officers, and other such information that shall assist the FOA in developing intelligent, accurate, informed and constructive programs on behalf of the Fire Officers. The City further agrees to make available information which may be necessary for the FOA to process any grievance or complaint except in the case of personal matters, in which cases the release of information shall be made on the basis of legal advice from the Corporation Counsel.

ARTICLE 6

MANPOWER

Section 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

Section 6-2

In the event that the manpower of any engine or truck company on any platoon should fall below three (3) individuals, such shortage 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 15.

ARTICLE 7

WORKWEEK

Section 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.

Section 7-2

The City and the FOA acknowledge that a Fire Officer's primary responsibility is to perform and supervise firemanic duties and that his energies shall be utilized to the fullest extent toward that end.

ARTICLE 8

ADDITIONAL DUTIES

Section 8-1

In addition to the normal fire duties performed by the Fire Officers, the FOA in an effort to improve the effectiveness of the Fire division and the Department of Public Affairs and Safety agrees to participate in a supervising capacity 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 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 particu-

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 or 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 Patrols shall report any indications of criminal activity within their area of assignment 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.

Section 8-2 Training Program

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 firemen on 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.

Section 8-3 Safety Patrol Schedule

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 Evaluation 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 eight (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.

Section 8-4 Safety Patrol Equipment

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. Each Safety Patrol vehicle will be equipped with mace and baton, and firemen assigned to Safety Patrol shall be trained in their proper uses.

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 Shock 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.

Section 8-5 Evaluation Committee

There will be an Evaluation Committee which will be charged with meeting once a month to evaluate the progress made in the new program, to recommend changes, and to handle any grievances arising out of the program operation. The Committee will be composed of the City Administrator, the Fire Chief, the Director of Public Affairs and Safety, and one (1) Line Officer, and two (2) Privates from the Fire Division.

Section 8-6

It is expressly and specifically agreed and under-

stood that by Fire Officers assuming additional duties, including the Safety Patrol, the City does not intend to change the duties of/^aFire Officer 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

Section 9-1 Assignment to Higher Rank

Whenever any Fire Officer is required to serve as an Acting Officer above his rank because of sickness or terminal leave or like cause (excluding vacation), for thirty (30) days or more, he shall be paid the appropriate rate of pay for the rank filled as provided in the Personnel Ordinance (5:8-5).

Section 9-2

The Chief shall keep a roster of the members based on the current Civil Service eligibility list, or in the absence of such a list on the basis of the last Civil Service eligibility list. All acting assignments shall be made from said lists, provided the employee is available and qualified for assignment in the judgment of the Chief.

ARTICLE 10 SALARIES

Salaries of all Fire Officers of the City of Plainfield are set forth in Schedule A which is made a part hereof and attached hereto, and shall be retroactive to January 1, 1970.

ARTICLE 11 VACATIONS

Fire Officers shall be entitled to the vacation leave set forth in Personnel Ordinances 5:10-1 and 5:10-2 adopted

and approved February 2, 1970. The City agrees to amend section 5:10-2 to include Fire Officers, thus granting Fire Officers five (5) working days vacation leave with pay over and above the vacation leave allowed in the schedule set forth in 5:10-1(a).

In the event vacation scheduling prevents the employees from taking their five days in 1970, the City agrees to supply additional manpower to allow the Fire Officers to take their additional five (5) day vacation on a reasonable scheduled basis. The City also agrees to use its best efforts to fill vacancies for firemen presently open and also to use its best efforts to hire additional firemen in 1971 in order to maintain proper vacation schedules.

ARTICLE 12

SICK LEAVE AND LEAVES OF ABSENCE

Section 12-1

Sick leave and leave of absence shall be determined as set forth in Chapter 5 of the Revised Ordinances of the City of Plainfield, New Jersey. It is expressly agreed between the FOA and the City that in the event a Fire Officer has sustained injury while in the line of his duty, it shall, pursuant to Article 10 of the Personnel Ordinance, Chapter 5:10-7, give the employee so injured up to one (1) year leave of absence with pay. The amount of sick leave given shall be determined by a physician designated by the City to examine the injured employee at the city's expense, or by other competent medical evidence furnished by the employee.

ARTICLE 13

The City shall pay the entire cost of major medical insurance of Blue Cross-Blue Shield coverage, including Rider J for all Fire Officers, three-quarters of the cost of full family membership for the year 1970 and the entire cost for family membership in the year 1971.

ARTICLE 14

Section 14-1

It is expressly agreed and understood that the City and the FOA 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.

Section 14-2

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 FOA to discuss these changes and shall agree to take the committee's views into consideration prior to implementing said changes.

ARTICLE 15

Section 15-1 In Lieu of Overtime

The FOA agrees to the acceptance of three (3) working days of vacation above that which their length of service would entitle them.

Section 15-2

The working of overtime shifts under the above agreement does not include coverage of shortages caused by normal vacation, time off for holidays, days granted in lieu of overtime, business leave, jury duty, military leave, training or other leaves which can be projected in advance.

Section 15-3

If necessary, the City agrees to cover any of the above mentioned absences with Acting Officers.

NEGOTIATION PROCEDURE

(a) Representatives of the City and the FOA negotiating committee shall meet at least quarterly, 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 Fire Officers 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 bodies.

SCHEDULE A

Fire Officers will be assigned to the Salary Grades listed below and those Fire Officers, as of the date of this contract, will be assigned to the steps indicated below.

Deputy Chief - Grade 22	\$12,003 - \$15,603
1970 Step 3	\$13,803
1971 Step 4	\$14,703
Captain Grade 20	\$10,887 - \$14,151
1970 Step 3-1/2	\$12,927
1971 Step 4-1/2	\$13,743
Lieutenant Grade 18	\$10,246 - \$12,839
1970 Step 4	\$12,098
1971 Step 5	\$12,839

LONGEVITY

The City shall pay longevity to those residing in the City of Plainfield as follows:

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.

The FOA reserves the right to contest in court the nonpayment of longevity to non-residents of the City of Plainfield and the inclusion of the present longevity schedule in this agreement is without prejudice to this right.

Uniform Allowance. The City shall provide all necessary uniforms.

COST OF LIVING

In the event there is a change in the cost of living index for the Metropolitan Area as determined by the United States Department of Labor, between November 1, 1969, and November 1, 1970, which exceeds eight per cent (8%), then the salaries for the year 1971 shall be renegotiated to reflect such change over said eight per cent (8%).

IN WITNESS WHEREOF, the FOA has caused this agreement to be signed by its president and the City has caused this agreement to be signed by its Mayor, attested by its City Clerk and its corporate seal to be placed hereon, all on the day and year first above written.

FIRE OFFICERS ASSOCIATION

BY: John V. Byrne
President

CITY OF PLAINFIELD

BY: Mark H. Blahnik
Mayor

Attest:

Debra Burford
City Clerk