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11/7/78
THIS DOES NOT
CIRCULATE

PREAMBLE

Ratified 9/5/78

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", Branch No. 7, Firemen's Mutual Benevolent Association, hereinafter called the "FMBA", and the Fire Officer's Association, hereinafter called the "FOA".

WITNESSETH:

WHEREAS, The City, the FMBA, and the FOA 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 on the formulation of policies and programs designed to improve the standards of fire protection; and

WHEREAS, The City has an obligation, pursuant to N.J.S.A. 34:13A-1 et. Seq., as amended to negotiate with the FMBA and the FOA as the representatives 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 negotiations 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. The City also recognizes the FOA as the exclusive representative for all uniformed Fire Officers, excluding the Fire Chief.

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ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et. Seq in a good-faith effort to reach agreement on all matters concerning the terms and conditions of fire employment. In accordance with N.J.A.C. 19:12-2. 1 (a), parties to a collective negotiations agreement shall commence negotiations for a successor agreement no later than one hundred twenty (120) days prior to the public employer's required budget submission date. Any agreements so negotiated shall apply to all Firefighters and to all Fire Officers and shall be reduced to writing and adopted by all parties.

2-2. Continuing Review of this Agreement

(a) Representatives of the City, the FMBA negotiation committee and the FOA 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 bypass 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 Firefighters and 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 parties.

2-3. 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 and 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 the FMBA, the FOA or an individual employee covered by this Agreement is hereby superseded.

2-4. The City agrees not to negotiate concerning said employees in the negotiation unit as defined in Article 1 of this Agreement, with any organization other than the FMBA or the FOA for the duration of this Agreement.

2-5. 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 Grievance Definition

A "grievance" is a claimed breach, misinterpretation or improper application of the terms of this Agreement.

3-2 Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of employee grievances.

2. No grievance settlement reached under the terms of this Agreement shall add to, subtract from or modify any terms of this Agreement.

3-3 Procedure

(a) Procedures governing grievances by Firefighters 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, & FOA the aforesaid grievance procedure and those procedures set forth in this Agreement shall be followed.

(b) It is agreed that any General Order which is the subject of a grievance before implementation of the order will not be implemented until the grievance process has been completed.

(c) It is further agreed that all other grievances filed not affecting other personnel shall be answered by the City within (5) working days of receipt of the grievance. Should a grievance not be satisfactorily resolved, or should the City not respond within the (5) working days, either after initial receipt of the grievance or after a hearing, the grievance may be appealed within (3) working days to the next step. The lack of response to a grievance by the City within prescribed time periods, unless time limits have been extended by mutual agreement shall be construed as a negative response, until the grievance appeal has reached the jurisdictional level of the Mayor wherein, lack of response shall be logged without any construction favorable or unfavorable.

(d) Any step in the grievance procedure may be waived by mutual agreement of the parties to the grievance.

3-4. Rights of Firefighters and Fire Officers 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 FOA, or by counsel of his choice. When a Firefighter or Fire Officer is not represented by the FMBA or FOA, the FMBA or FOA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Firefighter is not a member of the FMBA or a Fire Officer is not a member of the FOA, consent must be granted by said Firefighter or Fire Officer in order for a FMBA or FOA representative to be present.

(b) No reprisals or harassments of any kind shall be taken by the City or any member of the administration against any party in interest, or any representative, any member of the FMBA or FOA.

committee or any other participant in the grievance procedure by reason of such participation.

3-5 Statement of Policy

The City and the F.M.B.A. and F.O.A. 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 F.M.B.A. and F.O.A. 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 F.M.B.A. and F.O.A. through their Presidents or their duly authorized agents 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.

3-6 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 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 representative unless public hearings are required by law or requested by both parties.

ARTICLE 4 - FIREFIGHTER'S AND FIRE OFFICERS' RIGHTS

4-1. Pursuant to Chapter 303, Public Laws 1968, the City hereby agrees that every Firefighter and Fire Officer shall have the right freely to organize, join and support the FMBA or 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 agree that it shall not directly or indirectly discourage or deprive or coerce any Firefighter or Fire Officer 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 Firefighter or Fire Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the FMBA or FOA and its affiliates, his participation in any activities of the FMBA or 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.

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

4-3. Disciplinary action against Firefighters or Fire Officers 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 AND FOA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the FMBA and FOA in response to reasonable requests from time-to-time, all available information concerning the 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 Firefighters and Fire Officers, and other such information that shall assist the FMBA and FOA in developing intelligent, accurate, informed and constructive programs on behalf of the Firefighters and Fire Officers. The City further agrees to make available information which may be necessary for the FMBA or FOA 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. Whenever any representative of the FOA or any Fire Officer is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

5-3. Up to five (5) members of the "FMBA" Negotiation 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.

5-4. 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 members are scheduled to be on duty.

5-5. 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.

5-6. The FMBA and FOA shall have the right to use their respective bulletin boards 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) Firefighters

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

Emergency Squad - One (1) Firefighter

Car 2 - Deputy Chief and one (1) Firefighter

6-2. In the event that the manpower of any engine or truck company on any platoon should fall below three (3) individuals, 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 workweek 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, the FMBA, and the FOA acknowledge that a Firefighter and Fire Officer'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 Firefighters and Fire Officers the FMBA and 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 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 Firefighter, 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 areas 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 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 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.

(g) The Safety Patrol will engage in a check of all houses listed on the "vacant house checklist" in its assigned areas during daylight hours.

(h) The Safety Patrol will seek out and report vehicles that appear to be abandoned.

8-2. The Firefighters and Fire Officers 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 Firefighters and Fire Officers 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 and 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 during the following time periods:

8:30 A.M. to 12:30 P.M.

1:30 P.M. to 5:30 P.M.

7:30 P.M. to 11:30 P.M.

except where in the judgements 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 time schedule as listed above will be discussed with the Executive Committees and agreed upon jointly. No Firefighter or Fire Officer will be assigned to a Safety Patrol for more than four (4) 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 workload among all of the members of the Division within the framework of the needs of the fire service. During the life of this contract, 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 Firefighters and Fire Officers 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 Extinguishers, an Axe, a portable Spotlight, 2 Flashlights, 1 can of Shock for use as an 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 Firefighters and Fire Officers who do not qualify for Safety Patrol duties or who with the approval of the Chief of the Fire Division, after request by the Firefighter or Fire Officer 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 Committees.

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

ARTICLE 9 - CITY'S RIGHTS AND PRIVILEGES

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 safety, is solely a responsibility of the City. Accordingly, the City hereby retains and reserves 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 generality of the foregoing following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees.

2. The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer.

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices, in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States and the Ordinances of the City of Plainfield.

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

9-2. Maintenance of Operations

The FMBA and FOA covenants and agrees that during the term of the Agreement neither the FMBA or FOA nor any person acting in their behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a Firefighter from his duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The FMBA and FOA agree that such action would constitute a material breach of this Agreement.

In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed that participation in any such activity by any FMBA or FOA member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

Nothing contained in this Agreement pursuant to Section 9-2 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 by the FMBA, FOA or their members.

9-3. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement (in the form agreed upon between the City and the Associations consistent with applicable law) the City agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the By-laws and constitutions of the Associations during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurers of the Associations.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Associations shall furnish to the City written notice thirty (30) days prior to the effective date of such change.

The Association will provide the necessary "check-off authorization" form and the Associations will secure the signatures of its members on the forms and deliver the signed forms to the City. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Associations to the City.

ARTICLE 10 SALARIES

10-1. The salary guides for all employees are set forth in attachments A, B, and C of this agreement.

10-2. Longevity

The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees having completed the following years of service in the following amounts:

	<u>1978</u>	
10 years of service	\$	350
15 years of service	\$	800
20 years of service	\$	1100
25 years of service	\$	1400

	<u>1979</u>	
10 years of service	\$	400
15 years of service	\$	800
20 years of service	\$	1100
25 years of service	\$	1400

Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for longevity pay through years of service on or before June 30 of the calendar year.

10-3. Exceptions to Longevity System

The City agrees to the following exceptions to the longevity payment system of 10-2.

A. Employees now receiving longevity at eight (8) and nine (9) years will be paid in accordance with the schedule above, as

if they served ten (10) years.

B. Any full-time employee on July 1, 1976 will be eligible for the first longevity payment after completing eight (8) years of service under the constraints of Section 10-2 of this Agreement and the provisions of Section 11:4-1 of the Municipal Code.

C. Any employee who is receiving a longevity payment in excess of the schedule in 10-2 at the time of the execution of this agreement will continue to receive that amount until he qualifies for a higher amount on that schedule.

10-4. The City shall provide all necessary uniforms when individually needed due to fire service activity and not strictly on a time limit schedule.

ARTICLE 11 - SICK LEAVE

11-1. Sick leave and leaves of absence shall be determined as 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 8.4 hours, effective January 1, 1973. Prior to January 1, 1973 all sick leave credits will be on a day-for-day basis based on a twelve (12) hour day.

11-2. Upon termination or retirement, allowance for accumulated sick leave shall be on the basis of an 8.4 hour day for those days accumulated beginning January 1, 1973 and on a basis of a twelve (12) hour day prior to January 1, 1973. Upon regular retirement, work incurred disability retirement or death, a Firefighter or Fire Officer shall be entitled to pay at the prevailing rate at the time of retirement or death on the basis of the one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used. Upon separation from service in good standing, other than retirement or death, a Firefighter or Fire Officer shall be entitled to pay at the prevailing rate at the time of separation on the basis of one-quarter (1/4) day per full day of verifiable sick leave accumulated and not previously used.

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 exchange at their request.

12-2. Whenever a Firefighter works in excess of his regular scheduled work week and such successive hours constitute a full shift of work, or when he is called back to work a partial shift, he shall be entitled to receive overtime pay or compensatory time off on a time and one-half basis. Overtime for hours worked beyond the regular shift on a continuous basis will be compensated with time off or pay at a straight time rate.

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

12-4. Because of the unique problems encountered with the administration of Fire Officer overtime, the City agrees to establish an appropriation for 1978 and 1979 for the purpose of paying overtime, on a time and one-half basis, to those Deputy Chiefs, Captains, and Lieutenants who work full rotating shifts or to maintain full shift coverage.

Those officers who are eligible for overtime payments agree to forfeit two vacation days in 1978 and two vacation days in 1979 provided under Section 11:9-1(c) of the Plainfield Municipal Code as their contribution to the appropriation for officer overtime.

This agreement does not include coverage of shortages caused by normal vacation, time off for holidays, days off granted in lieu of overtime payment, business leaves which can be projected in advance. If necessary, the City agrees to cover any of the abovementioned absences with acting officers.

12-5. Fire Officers eligible for overtime payments under Section 12-4 above are entitled to one vacation day under Section 11:9-1 (c). It is understood that the Officers have

the option of taking the time off based on two (2) day shifts or one (1) day shift and one (1) night shift. In no case shall said Officers not assigned to platoon duty be allowed to take off two (2) night shifts.

12-6. The hour basis for the vacation days referred to in Section 12-4 above will be consistent with the provisions of Article 14 of this Agreement.

12-7. If a Fire Officer is called back to duty on an overtime basis for a reason other than to maintain full shift coverage, he shall be entitled to compensatory time off at the rate of time and a half for each full hour worked.

12-8. After a Fire Officer accumulates 8.4 hours of overtime during the calendar year by being held over after the completion of his shift, he shall be entitled to compensatory time off at the rate of time and a half for each full hour worked as overtime after the completion of a shift for the remainder of the calendar year.

12-9. The provisions of Article 12 do not apply to staff officers not assigned to platoon duty. The provisions of Section 11:9-1 (c) of the Plainfield Municipal Code will apply to those officers.

12-10. If the administration of Section 12-7 above as it applies to Fire Officers causes a significant buildup of compensatory time off, either party, the FOA or the City, upon notice to the other, may, during the life of this Agreement, reopen talks and discussions for the purpose of finding a just resolution to the problem caused by said buildup of accumulated compensatory time off.

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 in benefits and services as determined by the City in consultation with the FMBA and FOA for all fire personnel and their families. In no event will any substituted major medical or basic medical insurance provide fewer total benefits than the present major

medical, Blue Cross-Blue Shield and Rider J.

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 Police and Firemen's Retirement System, or any other like system, the City will provide each uniformed member of the Fire Division who has completed five (5) years of service with pay a group life insurance policy of a face value of \$4000.

13-3. Non-Job Related Disability Income Protection

Those uniformed Fire personnel who have not yet completed five (5) years of service will be provided a Disability Insurance Plan which will provide income of fifty percent (50%) of the employee's present salary following the utilization of all sick and vacation leave that would be forthcoming or a 180 day waiting period, whichever is longer. In the event that an employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the 180 day waiting period, the City agrees to pay fifty percent (50%) of the employee's salary up to the expiration of the 180 day waiting period. Such payment of 50% of salary will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long term disability coverage. After the completion of five (5) years of service, the disability income insurance coverage will terminate and the employee will be provided group life insurance as provided in Section 13-2 (above).

13-4. Fire personnel with more than five (5) years of service are covered for disability income under the Fire Pension System providing that the employee retires as a result of the disability. The City agrees to provide a supplemental Disability Income Insurance Plan to Fire Personnel with more than five (5) years of service. Such Plan shall provide, when combined with other existing benefits, at least fifty percent (50%) of the employee's salary. Such plan will not become effective until such time as the employee has exhausted all of his or her sick leave and

vacation leave and will provide coverage from the time of exhaustion of benefits up until one year from the time the injury or illness commenced. Such payment shall be at fifty percent (50%) of salary and will be provided following a determination by the City Physician that the employee's illness or injury is of sufficient quality and duration that it could qualify the employee for long term disability coverage.

ARTICLE 14 - VACATIONS AND HOLIDAYS

14-1. All employees shall earn vacation as set forth in Section 11:9 of the Municipal Code of the City of Plainfield. The schedule is as follows:

1 - 5 years of service	13 days
6 - 10 years of service	16 days
11 - 15 years of service	19 days
16 - 20 years of service	22 days
21 years of service and more	26 days

Vacation schedules will be based upon no more than five (5) employees on vacation at one time.

14-2. As provided in Section 11:9 of the Municipal Code, vacation leave will be calculated on the basis of an 8.4 hour day. Employees will have twelve (12) holidays per year. Seven (7) of the holidays shall be taken as vacation days in addition to the schedule in 14-1 and five (5) of the twelve (12) holidays may be taken as vacation days in the same manner, or as "paid days". Employees shall advise the Fire Chief of their intention to treat the five (5) holidays as vacation days or "paid days" by February 1 so that the City may budget its financial obligation accurately. The payment for paid days will be made in the first regular pay of December. Holiday routine and Sunday routine duties will be in effect as provided in Section 10 of General Order 1:14 which is attached and made a part of this contract, except that Sunday routine shall not pertain to Saturdays.

14-3. Firefighters assigned to a normal five day week shall receive twelve (12) holidays per 11:9 of the Plainfield Municipal Code with no paid days option.

14-4. Effective January 1, 1979 the number of holidays identified in Article 14 will increase to thirteen (13).

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. The City the FOA, and the FMBA agree that there shall be no discrimination and that all practices, procedures, and policies of the Fire Division shall clearly exemplify that there is no discrimination in the hiring, transfer, or discipline of Fire Officer personnel on the basis of race, creed, religion, national origin, marital status or sex. Nothing in this section shall prohibit the City from complying with its legal or moral obligations with regards to federal, state or local affirmative action laws.

15-4. It is expressly agreed and understood that the City the FOA, 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.

15-5. Copies of this Agreement together with a copy of the City Personnel Code shall be reproduced at the expense of the City within thirty (30) days after the Agreement is signed and shall be available for examination by all Fire personnel now employed, hereafter employed or considered for employment by the City.

15-6. If there is any conflict between the terms of this Agreement and any ordinance hereinafter 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.

15-7. When any officer of the Fire Division except Deputy Fire Chief, is designated by special order by the Fire Chief to serve in the capacity of and perform the functions of a higher grade member of the division for a period of twenty (20) duty hours in a 42-hour work week, he shall receive for each hour served in said higher grade the compensation provided for said higher grade as provided in Section 11:7-5 (c) of the Municipal Code of the City of Plainfield. It is understood that these provisions shall not apply to Deputy Fire Chief since takeover for the Fire Chief is considered part of their regular functions.

15-8. When a Firefighter 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 compliment 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 hereby defined as a Platoon Commander and four (4) Company Officers.

15-9. 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 Firefighters eligible for promotion to Lieutenant.

15-10. 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.

15-11. Whenever possible, acting appointments shall be rotated every thirty (30) days. For example, in the event a Lieutenant is out eighty (80) consecutive days, the number one man on the existing certified list of Firefighters eligible for

promotion to Lieutenant shall be appointed for a period of thirty (30) days. He will then be replaced by a second man on the list. The third man on the list, who works twenty (20) days, will receive an additional ten (10) days as an acting Officer at the time the next vacancy exists.

15-12. All uniformed employees shall receive in December of 1978 and 1979 a \$200.00 payment as reimbursement for maintenance of their uniforms.

15-13. Any individual contract between the City and an individual Firefighter or Fire Officer, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement; this Agreement, during its duration, shall be controlling.

15-14. 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 view into consideration prior to implementing said changes.

ARTICLE 16 - DURATION OF AGREEMENT

16-1. This Agreement shall be effective as of January 1, 1978, and shall continue in effect through December 31, 1979, 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.

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

By *Richard W. [Signature]* 9/6/78
President Date

Attest:

Paul W. Goodman 9/6/78
Secretary Date

Fire Officer's Association

By *James T. [Signature]* 9/6/78
President Date

Attest:

Joseph A. [Signature] 9/7/78
Secretary Date

CITY OF PLAINFIELD

Paul J. Kaeffe 9/6/78
Mayor Date

Attest:

Emilia R. Stahura 9/7/78
City Clerk Date

SCHEDULE A

	INCR.	1	2	3	4	5	6	7	8	9	10	11
FIRE FIGHTER	408	11,139	11,547	11,955	12,363	12,771	13,179	13,587	13,995	14,403	14,811	15,219
FIRE LIEUTENANT	469	12,832	13,301	13,770	14,239	14,708	15,177	15,646	16,115	16,584	17,053	17,522
FIRE CAPTAIN	541	14,775	15,316	15,857	16,398	16,939	17,480	18,021	18,562	19,103	19,644	20,185
FIRE DEPUTY CHIEF	624	17,037	17,661	18,285	18,909	19,533	20,157	20,781	21,405	22,029	22,653	23,277

January 1, 1978

SCHEDULE B

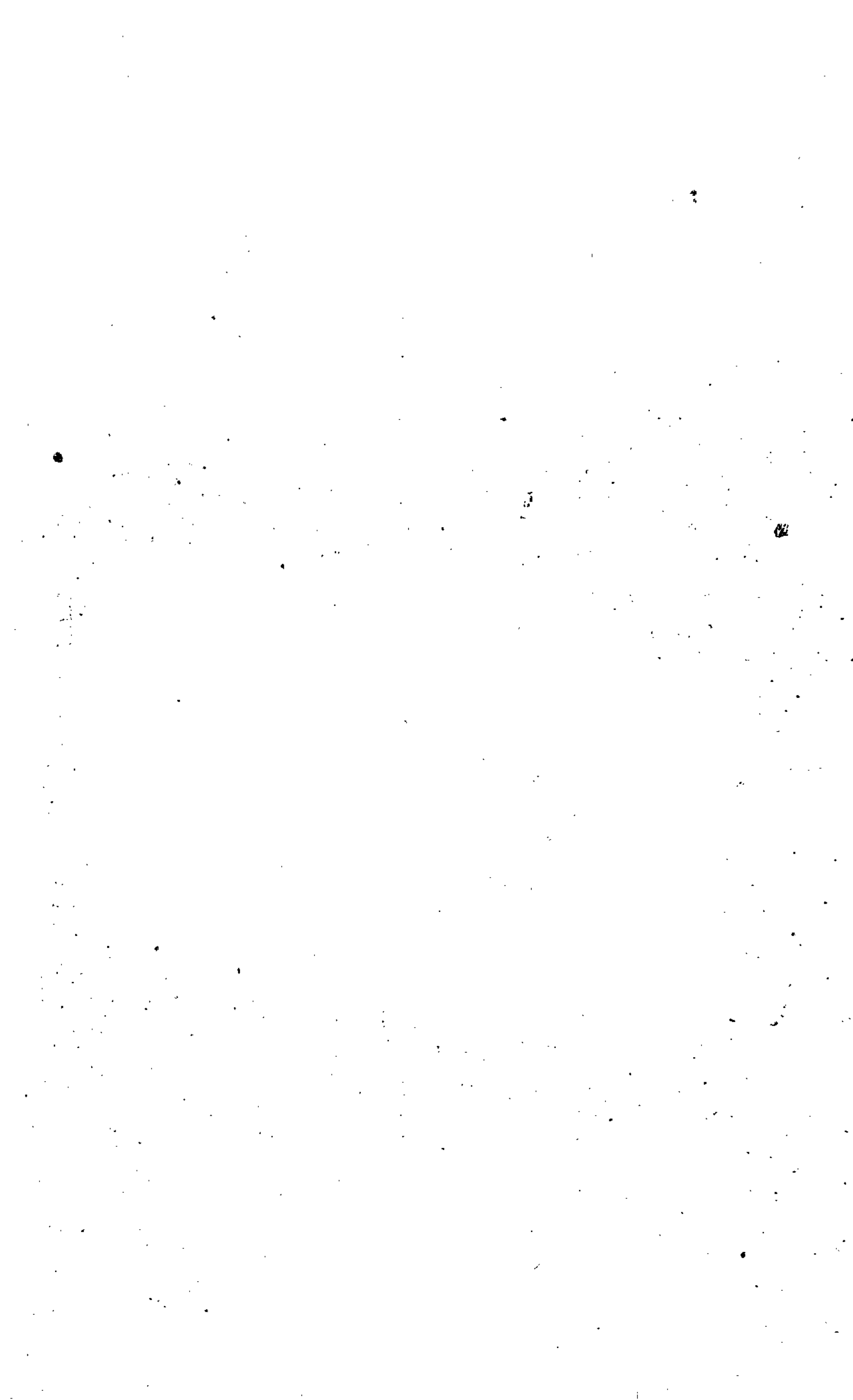
	Incr.	1	2	3	4	5	6	7	8	9	10	11
FTRF FIREFIGHTER	416	11,364	11,780	12,196	12,612	13,028	13,444	13,860	14,276	14,692	15,108	15,524
FTRF LIEUTENANT	478	13,093	13,571	14,049	14,527	15,005	15,483	15,961	16,439	16,917	17,395	17,873
FTRF CAPTAIN	552	15,071	15,623	16,175	16,727	17,279	17,831	18,383	18,935	19,487	20,039	20,591
FTRF DEPUTY CHIEF	637	17,378	18,015	18,652	19,289	19,926	20,563	21,200	21,837	22,474	23,111	23,748

July, 1, 1978

SCHEDULE C

	Incr.	1	2	3	4	5	6	7	8	9	10	11
FIRE FIGHTER	449	12,276	12,725	13,174	13,623	14,072	14,521	14,970	15,419	15,868	16,317	16,766
FIRE LIEUTENANT	516	14,143	14,659	15,175	15,691	16,207	16,723	17,239	17,755	18,271	18,787	19,303
FIRE CAPTAIN	596	16,279	16,875	17,471	18,067	18,663	19,259	19,855	20,451	21,047	21,643	22,239
FIRE SERJANT	688	18,769	19,457	20,145	20,833	21,521	22,209	22,897	23,585	24,273	24,961	25,649

January 1, 1979



RESOLVED, That this City Council hereby ratifies .
the execution of the attached agreement between the City of
Plainfield and the Fire Officers' Association (FOA)/Firemen's
Mutual Benevolent Association, Branch No. 7 (FMBA) and directs
the Mayor and City Clerk to execute same for 1978-1979.

Adopted by the City Council

September 5, 1978

EMILIA R. STAHURA
City Clerk

This will certify that the fore-
going is a true copy.

Emilia R. Stahura
City Clerk

SECTION 10. ROUTINE SUNDAYS AND HOLIDAYS

Routine duties are modified certain days of the year to provide and meet all requirements and responsibilities of the Fire Division in maintaining alarm response, clean and serviceable equipment at all times.

10:1 Holiday Routine

- a. Holiday routine shall prevail on:
 1. New Year's Day
 2. Lincoln's Birthday
 3. Washington's Birthday
 4. Good Friday
 5. Easter Sunday
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. Veteran's Day
 11. Thanksgiving Day
 12. Christmas Day
- b. The following minimum duties shall be performed by on-duty personnel on "Holidays":
 1. Alarm or incident response and activities.
 2. Radio tests, inspections of apparatus and equipment.
 3. Safety Patrol activities.
 4. Public assembly inspections.
 5. Special assignments, such as participation in public events.
 6. Necessary housekeeping to maintain clean and sanitary conditions at all stations.

10:2 Sunday Routine

- a. Sunday routine shall prevail on Sundays beginning at 1000 hours, and on those days on which the City Hall offices are closed other than those days enumerated in Sec. 10:1, above.
- b. The following minimum duties shall be performed by on-duty personnel on "Sundays":
 1. Alarm or incident response and activities.
 2. Radio tests, inspection of apparatus and equipment.
 3. Training activities as scheduled.
 4. Safety Patrol activities.
 5. Public assembly inspections.
 6. Special assignments such as participation in public events.
 7. Necessary housekeeping to maintain clean and sanitary conditions at all stations.
 8. Equipment maintenance checks.

Amendment to 1978-1979 FMBA-FOA, City of Plainfield
Contract

Add the following sentence at the conclusion of Article 14,
Section 1:

"It is understood that adequate funds will be appropriated in the
Fire Division overtime account to guarantee adherence to vacation
schedules."

CITY OF PLAINFIELD

FMBA

Paul Keefe
Mayor

William J. ...
President

Date: 2/7/99

Date: February 6, 1979

FOA

W. J. ...
President

Date: February 6, 1979

