

City Clerk

1982-1983

FMBA-FOA

A G R E E M E N T

between

CITY OF PLAINFIELD, City of

in the County of Union

and

BRANCH NO. 7 FIREMEN'S MUTUAL

BENEVOLENT ASSOCIATION (FMBA)

and

FIRE OFFICERS ASSOCIATION (FOA)

EFFECTIVE: X January 1, 1982 through December 31, 1983

MURRAY & GRANELLO, ESQUIRES
Attorneys for City of Plainfield
25 Sycamore Avenue
Little Silver, New Jersey 07739
(201) 747-2300

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| PREAMBLE | 1 |
| ARTICLE I - RECOGNITION | 3 |
| ARTICLE II - NEGOTIATION PROCEDURE | 4 |
| ARTICLE III - GRIEVANCE PROCEDURE | 6 |
| ARTICLE IV - FIREFIGHTERS' AND FIRE OFFICERS' RIGHTS | 12 |
| ARTICLE V - EMBA AND FOA RIGHTS AND PRIVILEGES | 14 |
| ARTICLE VI - MANPOWER | 16 |
| ARTICLE VII - WORKWEEK | 17 |
| ARTICLE VIII - ADDITIONAL DUTIES | 18 |
| ARTICLE IX - CITY'S RIGHTS AND PRIVILEGES | 23 |
| ARTICLE X - SALARIES | 26 |
| ARTICLE XI - SICK LEAVE | 28 |
| ARTICLE XII - OVERTIME | 30 |
| ARTICLE XIII - INSURANCE PROTECTION | 32 |
| ARTICLE XIV - VACATIONS AND HOLIDAYS | 35 |
| ARTICLE XV - MISCELLANEOUS | 37 |
| ARTICLE XVI - AGENCY SHOP | 41 |

ARTICLE XVII - DURATION OF AGREEMENT

42

INDEX TO ATTACHMENTS

| | |
|----------------|---------------------------------------|
| ATTACHMENT A - | SALARY SCHEDULE -- FIRE DIVISION 1982 |
| ATTACHMENT B - | SALARY SCHEDULE -- FIRE DIVISION 1983 |
| ATTACHMENT C - | GENERAL ORDER 1:14 |

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," and the FIRE OFFICERS' 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 and in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
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.

ARTICLE II

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 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 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 I 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 III

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

(a) 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.

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

3-3. Steps of the Grievance Procedure - Employee

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of disciplinary action and other matters which are cognizable under Civil Service Law, Rules and Regulations, which shall proceed for resolution, if any, in accordance with those Civil Service Rules and Regulations. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent:

Step One:

Whenever an employee has a grievance, he shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the differences between the aggrieved employee and his Company Commander, for the purpose of resolving the matter informally. The grievance shall be in writing. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the employee's rights under Step 7 under this subsection. The Company Commander shall attempt to resolve the grievance within ten (10) calendar days after it has been presented to him.

Step Two:

When an employee is informed by his Company Commander that he is unable to arrange a mutually satisfactory solution to the grievance or the suggested solution is unacceptable to the employee, the employee must, if he wishes to present the grievance to a higher authority, forward the written grievance to the Platoon Commander within ten (10) days and notify the Company Commander to whom the grievance was first submitted. Within two (2) working days the Company Commander will report in writing to the Platoon Commander the facts and events leading up to the grievance by the employee. The written grievance shall include an explanation as to why the grievant is unsatisfied with the solution suggested by the Company Commander.

Step Three:

The Platoon Commander will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. If the grievant is unsatisfied with the answer to the grievance by the Platoon Commander, the grievant shall notify the Fire Chief within five (5) days of receiving the answer from the Platoon Commander. Such notification shall be in writing and include an explanation as to why the grievant is unsatisfied with the answer by the Platoon Commander.

Step Four:

The Fire Chief will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. If the grievant is unsatisfied with the answer to the grievance by the Fire Chief, the grievant shall notify the Director of Public Affairs and Safety in writing within five (5) days of receiving the answer from the Fire Chief. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer by the Fire Chief.

Step Five:

The Director of Public Affairs and Safety will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. If the grievant is unsatisfied with the answer to the grievance by the Director of Public Affairs and Safety, the grievant shall notify the City Administrator in writing within ten (10) days of receiving the answer from the Director of

Public Affairs and Safety. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer provided by the Director of Public Affairs and Safety.

Step Six:

The City Administrator will attempt to find a mutually satisfactory solution to the grievance within ten (10) days. If the grievant is unsatisfied with the answer to the grievance by the City Administrator, the grievant shall notify the Mayor in writing within ten (10) days of receiving the answer from the City Administrator. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer provided by the City Administrator. The Mayor will have ten (10) working days to consider and formally act on the grievance.

Step Seven:

In the event the matter has not been satisfactorily resolved at Step Six, the Unions may within forty-five (45) calendar days file with the Public Employment Relations Commission for the selection of an arbitrator in accordance with the rules, regulations and procedures of the Public Employment Relations Commission. The arbitrator so selected shall be bound by the terms of the Agreement and shall not have the power to add to, subtract from or in any way modify or change the terms of the Agreement. His sole function shall be the interpretation of the Agreement between the parties and he shall be bound by the laws of the State of New Jersey and the decisions of the Courts of the State of New Jersey. The arbitrator shall have the authority to hear

and determine the grievance, and his decision shall be final and binding on all parties. The fee and expense of the arbitrator shall be borne equally by the parties. Either party desiring to present witnesses shall pay for the expenses of those witnesses and any other expenses which the parties may individually incur. The arbitrator shall render his decision in writing with reasons therefore in accordance with the rules of the Public Employment Relations Commission.

3-4. 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.

3-5. Rights of Firefighter 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.

3-6. Statement of Policy

The City and the FMBA and FOA 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 and FOA 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 and FOA 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.

3-7. 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 & 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 IV
FIREFIGHTERS' AND FIRE OFFICERS' RIGHTS

4-1. Pursuant to Chapter 303, Public Law 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 understands and agrees 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, or 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 V

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 FMBA 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/FOA Negotiations Committee shall be granted leave from duty with full pay for all meetings between the City

and the FMBA/FOA 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 Grievance Committee for either the FMBA/FOA shall be granted leave from duty with full pay for all meetings between the City and the FMBA/FOA 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/FOA (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 VI

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 and 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 XII. No fire apparatus shall leave quarters for a normal alarm response with less than two (2) men at any time for any reason except Emergency Squad 1.

ARTICLE VII

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 VIII

ADDITIONAL DUTIES

8-1. In addition to the normal fire duties performed by Firefighters and Fire Officers, the FMBA and FQA in an effort to improve the effectiveness of the Fire Division and the Department of Public Affairs and Safety agree 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) The Safety Patrol shall report all 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 Affairs and 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 judgment of the Director of Public Affairs and 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 the terms of this Agreement.

ARTICLE IX

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, the following rights:

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

(b) 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 judgment and discretion in connection therewith shall be limited 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, walk-out 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 and 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 damage, 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 the applicable law) the City agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the bylaws 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 Associations will provide the necessary "checkoff authorization" form, and the Associations will secure the signatures of its members on the forms and deliver the signed forms to the City. The Associations 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 X

SALARIES

10-1. The salary guide for all employees is set forth in Attachments A & B of this Agreement.

Attachment A reflects a 7.5% across-the-board salary increase, effective January 1, 1982. (This is in addition to the merit increment of 3.66% received by those employees not at maximum).

Attachment B reflects a 7.0% across-the-board salary increase, effective January 1, 1983. (This is in addition to the merit increment of 3.66% received by those employees not at maximum).

Merit Increment - The City agrees that the decision to withhold a merit increment is subject to binding arbitration and the burden of proof to warrant a withholding of an increment is with the City in any such proceeding.

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:

| | |
|---------------------|--------|
| 10 years of service | \$ 500 |
| 15 years of service | 1,000 |
| 20 years of service | 1,300 |
| 25 years of service | 1,600 |

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. Exception to Longevity System

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

(a) Employees now receiving longevity pay at eight (8) and nine (9) 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 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.

10-5. Fire Cadet Training

Effective July 1, 1982, from date of hire until completion of fire academy training, (which approximates (8) eight weeks) trainees will be designated as Fire Cadets. Fire Cadets will be paid one step increment below the starting salary during this period.

ARTICLE XI

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 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 on the basis of one-quarter (1/4) day per full day of verifiable sick leave accumulated and not previously used.

For the purposes of payment for accumulated sick (and vacation leave to the extent permitted to carry over from the previous year) leave under this Article, unused sick and vacation leave accumulated in 1982 or prior to 1982 will be paid at the 1982 salary rate. All unused sick and vacation leave

accumulated in subsequent years will be paid at the salary rate earned during the year in which it is accumulated. Accumulated sick leave will be drawn upon a first-in-first-out basis.

ARTICLE XII

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. All Fire Department personnel of all ranks shall be compensated at the time and one-half rate, either in cash or compensatory time off at the employee's sole option, for all time worked beyond the regularly scheduled work hours or on a regularly scheduled day off. If the employee elects to receive cash compensation, then it shall be promptly paid. If the employee elects to receive compensatory time off, then said compensatory time off shall be accumulated in a compensatory time off bank (one and one-half hours added to the compensatory time off for each hour of overtime worked) and such compensatory time off shall be used upon the employee's request and subject to the consent of the Fire Department Chief or his designee.

All fire personnel will receive time and one-half cash payment or may request compensatory time off at this same rate except for the first half hour of time worked after the normal tour of duty. Where work exceeds the first one-half hour after the tour of duty, then the calculation shall be made back from the end of the tour of scheduled duty.

Employees are encouraged to use all compensatory time off as

soon as possible after it is earned. If compensatory time off remains in the employee's compensatory time off bank for more than ninety (90) days, then the Fire Department shall have the option to convert the compensatory time off to cash payment at the appropriate rate (time and one-half) and shall pay the said amount in the next pay check. Under no circumstances shall any employee be deprived of the appropriate overtime, time and one-half, compensation rate.

There shall be no limit as to the amount of compensatory time off an employee may accumulate; however, as of November 15 of each respective calendar year that amount of compensatory time off which exceeds twenty-four (24) hours in any employee's compensatory time bank shall be converted to cash value at the appropriate overtime rate (time and one-half) and shall be paid in the next paycheck.

12-3. All fire personnel 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.

ARTICLE XIII

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 substitute 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 Four Thousand (\$4,000.00) Dollars.

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 (50%) percent of the employee's present salary following the utilization of all sick and vacation leave that would be forth-

coming or a one hundred eighty (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 one hundred eighty (180) days waiting period, the City agrees to pay fifty (50%) percent of the employee's salary up to the expiration of the one hundred eighty (180) day waiting period. Such payment of fifty (50%) percent of salary will be provided following 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.

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 service. Such plan shall provide, when combined with other existing benefits, at least fifty (50%) percent 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 (1) year from the time the injury or illness commenced. Such payment shall be at fifty (50%) percent 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.

13-5. In lieu of a drug prescription plan, the City agrees to pay each employee covered by this Agreement the sum of One Hundred (\$100.00) Dollars per year. This payment shall be made to each employee in December of each year.

ARTICLE XIV

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 |

It is understood that adequate funds will be appropriated in the Fire Division over-time account to guarantee adherence to vacation schedules. 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 thirteen (13) holidays per year. Eight (8) of the holidays shall be taken as vacation days in addition to the schedule in 14-1 and five (5) of the thirteen (13) 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 obligations 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 (5) day week shall receive thirteen (13) holidays per 11:9 of the Plainfield Municipal Code with no paid days option.

ARTICLE XV

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 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 regard 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 Ordinances 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 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.

15-7. 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) consecutive duty hours in a forty-two (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 the Deputy 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) consecutive hours or more during the course of any forty-two (42) hour work 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 (5) 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 (1) 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 a Three Hundred (\$300) Dollar payment annually as reimbursement for the maintenance of their uniforms. The payment shall be made in December of the year.

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 Fire 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.

15-15. The Fire Division employees will not be subject to the provisions of Section 11:9-11(c) of the Plainfield Municipal Code. This section of the Code refers to the accumulation of sick and vacation benefits while out on job-related sick or injury leave.

ARTICLE XVI

AGENCY SHOP

16-1. Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

16-2. The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE XVII

DURATION OF AGREEMENT

17-1. This Agreement shall be effective as of January 1, 1982, and shall continue in effect through December 31, 1983, subject to negotiation of a successor agreement as provided in Article II.

17-2. Subject to good faith negotiations by both parties, this Agreement shall be extended until a new agreement has been negotiated.

ATTACHMENT A
SALARY SCHEDULE
FIRE DIVISION
1982

| | <u>GRADE</u> | <u>INCREMENT</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> | <u>10</u> | <u>11</u> |
|-------------------|--------------|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| Firefighter | 16 | 577 | 15,700 | 16,277 | 16,853 | 17,429 | 18,005 | 18,581 | 19,158 | 19,734 | 20,310 | 20,886 | 21,462 |
| Fire Lieutenant | 19 | 663 | 18,090 | 18,753 | 19,417 | 20,080 | 20,743 | 21,406 | 22,070 | 22,733 | 23,396 | 24,060 | 24,723 |
| Fire Captain | 22 | 763 | 20,840 | 21,603 | 22,366 | 23,130 | 23,893 | 24,656 | 25,419 | 26,183 | 26,946 | 27,709 | 28,472 |
| Fire Deputy Chief | 25 | 880 | 24,033 | 24,913 | 25,794 | 26,674 | 27,554 | 28,435 | 29,315 | 30,196 | 31,076 | 31,957 | 32,837 |

ATTACHMENT B
SALARY SCHEDULE
FIRE DIVISION
1983

| | <u>GRADE</u> | <u>INCREMENT</u> | <u>1</u> | <u>2</u> | <u>3</u> | <u>4</u> | <u>5</u> | <u>6</u> | <u>7</u> | <u>8</u> | <u>9</u> | <u>10</u> | <u>11</u> |
|-------------------|--------------|------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| Firefighter | 16 | 617 | 16,799 | 17,416 | 18,033 | 18,649 | 19,265 | 19,882 | 20,499 | 21,115 | 21,732 | 22,348 | 22,964 |
| Fire Lieutenant | 19 | 710 | 19,356 | 20,066 | 20,776 | 21,486 | 22,195 | 22,904 | 23,615 | 24,324 | 25,034 | 25,744 | 26,454 |
| Fire Captain | 22 | 816 | 22,299 | 23,115 | 23,932 | 24,749 | 25,566 | 26,382 | 27,198 | 28,016 | 28,832 | 29,649 | 30,465 |
| Fire Deputy Chief | 25 | 942 | 25,715 | 26,657 | 27,600 | 28,541 | 29,483 | 30,425 | 31,367 | 32,310 | 33,251 | 34,194 | 35,136 |

ATTACHMENT C
GENERAL ORDER 1:14

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 | 7. Independence Day |
| 2. Lincoln's Birthday | 8. Labor Day |
| 3. Washington's Birthday | 9. Columbus Day |
| 4. Good Friday | 10. Veteran's Day |
| 5. Easter Sunday | 11. Thanksgiving Day |
| 6. Memorial 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.

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

By: Lawrence B. Zupelle
Vice President

Date: 3/4/83

Attest:

J. Joseph Woodring
Secretary

Date: 3-4-83

FIRE OFFICERS' ASSOCIATION

By: Frank Leahy
President

Date: 3/4/83

Attest:

Harry Linn
Secretary

Date: 3-4-83

CITY OF PLAINFIELD

By: Everett J. Lattin
Mayor

Date: March 4, 1983

Attest:

Emilia R. Stahura
City Clerk

Date: March 4, 1983

Res # 5439
2/22/83