

Union 75-78

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 call the "City", and the Fire Officer's Association, hereinafter called the "FOA".

WITNESSETH:

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

WHEREAS, the City has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the FOA as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

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

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

ARTICLE 1 - RECOGNITION

1-1. The City hereby recognizes the FOA as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all uniformed Fire Officers of the City's Fire Division excluding the Fire Chief, whether on active employment or leave of absence authorized by the City.

ARTICLE 2 - NEGOTIATION PROCEDURE

2-1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a goodfaith effort to reach agreement on all matters concerning the terms and conditions of fire employment. Such negotiations shall begin not later than November 7th of the

calendar year next preceding the calendar year in which this Agreement expires.

Any agreement so negotiated shall apply to all fire officers, be reduced to writing and adopted by both parties.

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

2-3. Continuing Review of this Agreement

(a). Representatives of the City 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 (3) days prior to the meeting, an agenda covering matters they wish to discuss.

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

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

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

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

2-6. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

3-1. Procedures governing grievances by fire officers 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 FOA, the aforesaid grievance procedure and those procedures set forth in this Agreement shall be followed. It is recognized that if a grievance is of a collective nature the grievance procedure will commence at the Fire Chief level.

3-2. Rights of 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 FOA, or by counsel of his choice. When a Fire Officer is not represented by the FOA, the FOA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Fire Officer is not a member of the FOA, consent must be granted by said Fire Officer in order for a FOA representative to be present.

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

3-3.] Miscellaneous

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

ARTICLE 4 - FIRE OFFICERS' RIGHTS

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

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

4-3. Disciplinary action against 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 - FOA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the FOA in response to reasonable requests from time to time, all available information concerning financial resources of the City, including but not limited to: annual financial reports and audits, a list of certified fire personnel, budgetary requirements and allocations, agendas and minutes of all City Public Council meetings, census data, names and addresses of all fire officers, and other such information that shall assist the FOA in developing intelligent, accurate, informed and constructive programs on behalf of the fire officers. The City further agrees to make

available information which may be necessary for the FOA to process any grievance or complaint, except in the case of 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. The FOA shall have the right to use the FOA bulletin board at Fire Headquarters to post appropriate materials.

ARTICLE 6 - MANPOWER

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

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

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

Emergency Squad - One (1) Firefighter

6-2 Car 2 - Deputy Chief and One (1) Firefighter

6-3 6-2. In the event that the manpower of any engine or truck company on any platoon should fall below three (3) individuals, such shortage shall be filled by temporary details from other companies. If such assignments cannot be made to fill such shortage without reducing manpower in the other companies below the minimum allowed, said shortage shall be filled by overtime work for which the FOA agrees to the acceptance of three working days of vacation above that which their length of service would ordinarily entitle them. This agreement does not include coverage of shortages caused by normal vacations, time off for holidays, days off granted in lieu of overtime, business leaves which can be projected in advance. If necessary, the City agrees to cover any of the above mentioned absences with Acting Officers.

ARTICLE 7-WORKWEEK

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

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

ARTICLE 8 - ADDITIONAL DUTIES

8-1. In addition to the normal fire duties performed by the fire officers, the FOA in an effort to improve the effectiveness of the Fire Division and the Department of Public Affairs and Safety agrees to participate in a 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 fire officer, 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 area during daylight hours.

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

8-2. The 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 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 areas, 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 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 committee and agreed upon jointly. No 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 work-load among all of the members of the Division within the framework of the needs of the Fire service. During the life of this contract, there shall be (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 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 Drooms, 2 blankets, a Hudson Inhalator, a 5 lb. CO-2 Extinguisher, a a 5 lb. Dry Chemical Extinguisher, an axe, a portable spotlight, 2 flashlights, 1 can Shock for use as an animal repellant, 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 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 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 Committee.

8-6. It is expressly and specifically agreed and understood that by fire officers assuming additional duties, including the Safety Patrol, the City does not intend to change the duties of fire officers as described in Title 4 of 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 - CITIES RIGHTS AND RESPONSIBILITIES

9-1. Management Responsibilities

It is recognized that the management of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for purposes of efficiency or economy in accordance with applicable statutes and Civil Service regulations; decide the number and location of its facilities, stations, et., determine the work to be performed within the unit, amount of supervision necessary as defined in this Agreement, machinery and tool equipment, methods, schedules of work together with the selection, procurement, designing, and engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this agreement and to make reasonable and binding rules which shall not be incon-

sistent with this Agreement.

9-2. Ban on Strikes

It is recognized that the need for continued and uninterrupted operation of the City's departments and agencies is of paramount importance to the Citizens of the community and that there should be no unlawful interference with such operation. Parties hereto agree that there will not be and that the Association, its officers, member, agents, or principals will not engage in strikes, slowdowns, lockouts, or organized mass absenteeism. The City shall have the right to discipline or discharge any employee participating in a strike, slowdown, lockout or organized mass absenteeism.

ARTICLE 10 - SALARIES

10-1. The following salary grades and ranges will apply to uniformed fire titles for 1975 so that a 15% pay differential will exist between fire ranks:

TITLE	GRADE	1974 RANGE	1975 RANGE
Fire Chief	27	17,600 - 22,884	18,000 - 23,284
Deputy Fire Chief	24	15,202 - 19,770	15,602 - 20,170
Fire Captain	21	13,132 - 17,080	13,532 - 17,480
Fire Lieutenant	18	11,345 - 14,473	11,745 - 15,153
Fire Fighter	15	9,800 - 12,752	10,200 - 13,152

The 1975 salary ranges reflect a \$400 increase above the 1974 ranges.

Fire Officers' salary increments for 1975 will be based on the above-mentioned ranges, utilizing the method established by Section 11:7-5 of the Municipal Code of the City of Plainfield.

10-2. The City shall pay longevity to all Fire Division Personnel having completed the following service:

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

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

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

10-3. The City shall provide all necessary uniforms when individually needed due to fire service activity and not strictly on a time limit schedule.

10-4. The City agrees that if any other employee group is granted salary increase in excess of the provisions of Article 10-1 of this agreement or receives additional fringe benefits, which would be applicable to all City employees, that said increases in salary and/or benefits shall also apply to FOA membership.

ARTICLE 11 - SICK LEAVE AND LEAVES OF ABSENCE

11-1. Sick leave and leaves of absence shall be determined as set forth in Section 11:5-6 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 8.4 hours, effective January 1, 1973. Prior to January 1, 1973 all sick leave credit 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 twelve (12) hour day prior to January 1, 1973. Upon regular retirement, work incurred disability retirement or death a 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 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

Because of the unique problems encountered with the administration of officer overtime the City agrees to establish a bank of \$2642.22 for 1975, for the purpose of paying overtime (on a straight time basis) to those Deputy Fire Chiefs, Fire Captains and Fire Lieutenants who work rotating shifts. Once funds for the bank have been exhausted it is understood that additional overtime will be required to be worked on an equalized basis without pay. Under no circumstances will additional monies be provided for payment of overtime.

It is understood that the above mentioned bank for each year represents the equivalent of one days pay based on a twelve (12) hour day for those Deputy Chiefs, Captains and Fire Lieutenants who are eligible for said over-time payment. It is also understood that this bank is in lieu of one day additional time off under the provisions of Section 11:9-1 (c) of the Municipal Code of the City of Plainfield. Said eligible officers will also receive two (2) additional days off as per 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 (2) night shifts. The above mentioned provisions do not apply to staff officers not assigned to platoon duty. The provisions of 11:9-1 (c) will pertain to these officers. The attached General Order represents city policy on Fire Officer overtime for the duration of this agreement.

ARTICLE 13 - INSURANCE PROTECTION

13-1. The City shall pay the entire cost of Major Medical Insurance and Basic Medical Insurance which shall be Blue Cross-Blue Shield including Rider J or their equivalent as determined by the City in consultation and the FOA for all fire officers and their families.

13-2. In addition to any and all other life insurance coverage currently afforded to uniformed members of the Fire Division by virtue of their participation in the Policemen and Firemen's Retirement System, or any other like system, the City will provide each uniformed member of the Fire Division with and pay the premiums for a whole life (group) insurance policy of a face value of \$4,000.00.

ARTICLE 14 - VACATIONS AND HOLIDAYS

14-1. All members of the Fire Division shall have the vacation leave set forth in Sections 11:9-1 and 11:9-2 of the Municipal Code of the City of Plainfield. Routine duties on Sundays will begin at 10 a.m. Vacation schedules will be based upon six (6) men, not to exceed two (2) officers and four (4) firefighters or six (6) firefighters for the calendar year January 1st through December 31st. It is understood that additional funds will be available in the Fire Division's overtime account for 1975 in order to guarantee adherence to these schedules.

14-2. It is recognized that vacation leave for fire personnel is on a day for day basis as per 11:9-2 of the Municipal Code. Effective December 31, 1975 a vacation day will be based on a 8.4 hour day.

14-3. Effective December 31, 1975 the City will provide 13 holidays or holiday days, based on an 8.4 hour day. Said holidays shall be considered vacation days in addition to those provided in Section 14-1, however, individuals may have the option of 3 days in lieu of 3 of the aforementioned holidays based on an 8.4 hour day, said payment would be made in a lump sum included in the first regular paycheck in December (this option will not pertain to those fire officers not assigned to platoon duty).

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

15-3. Any individual contract between the City and an individual fire officer, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions in this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

15-4. The City and the FOA 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, training, assignment, promotion, transfer or discipline of fire officers on the basis of race, creed, color, religion, national origin, marital status or sex.

15-5. Copies of this agreement, together with copies of the "City Personnel Ordinance" and amendments thereto, 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 officers 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 referring to matters contained herein, shall have no effect upon this agreement without consent of all parties hereto.

15-7.

When any uniformed member of the Fire Division, except for a 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.

ARTICLE 16 - DURATION OF AGREEMENT

This agreement shall be effective as of January 1st, 1975, and shall continue in effect through December 31st, 1975, subject to the FOA's and the City's right to negotiate over a successor agreement as provided in Article 2. Subject to good faith negotiations by both parties this Agreement shall be extended until a new agreement has been negotiated.

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

FIRE OFFICER'S ASSOCIATION

By: _____ President

ATTEST:

Secretary

CITY OF PLAINFIELD

By: _____ Mayor

Attest:

City Clerk
-11611 5/21/93