

AGREEMENT

BETWEEN

THE CITY OF JEANNETTE, PENNSYLVANIA

AND

THE JEANNETTE REGULAR FIREMEN

JANUARY 1, 1989 TO DECEMBER 31, 1993

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AGREEMENT

This Agreement dated this SIXTH day of SEPTEMBER 1989 applies to the City of Jeannette and the Regular Fire Fighters of Jeannette Fire Department. This agreement shall expire on December 31, 1993.

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1: Except as otherwise stated in the Agreement, wherever used herein, the respective terms herein after in this Article mentioned shall have the respective meanings hereinafter set forth:

- A. The term "the City" means City of Jeannette.
- B. The term "Regular" means the Full Time Fire Fighters.
- C. The term "Fire Fighter" means a Regular Full Time Fire Fighter or Firemen of the Jeannette Fire Department, with the exception of the Fire Chief and Call Fire Fighters.

ARTICLE II

APPLICATION OF AGREEMENT

Section 1: It is the intent and purpose of the parties hereto to set forth herein the Agreement between them in respect to items mutually agreed upon through bargaining and items awarded by the Board of Arbitrators empaneled under Act of 1968, P.L. 237, No. 111 concerning compensation, hours, working conditions, retirement, pensions and other benefits, and shall have the right to an adjustment or settlement of their grievances or disputes in accordance with the terms of this act.

Section 2: The provisions of this Agreement constitute the initial procedure for the processing and settlement of any claim by a party to this Agreement who alleges a violation by any other party. As a representative of the employees, the Fire Fighters may process a grievance through the grievance procedure in accordance with this Agreement or adjust or settle the same.

Section 3: It is the continuing policy of the City and the Fire Fighters that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, or national origin.

Section 4: Each party as a matter of policy shall encourage the prompt settlement of all problems by mutual agreement at the initial level.

ARTICLE III

RECOGNITION

Section 1: Subject to the provisions of the Third Class City Code, the City recognizes the Fire Fighters as the exclusive representative of all unit employees for the purpose of negotiations, wages, hours, pension and other conditions of employment. Nothing in this Agreement shall be construed to require the City to hire any additional Fire Fighters.

ARTICLE IV

RATES OF PAY AND JOB CLASSIFICATIONS

Section 1: JOB CLASSIFICATIONS

- A. The Chief shall be a appointment of the City Council.
- B. The Regular Fire Fighters shall have the rank of Captain, once probation is completed.

Section 2: RATES OF PAY

The Annual salary, (which includes shift differential and holiday bonus), of Fire Fighter during the term of this Agreement shall be:

<u>1989</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
\$18,750.	\$19,490.	\$20,260.	\$20,925.	\$21,575.

A new appointee to the fire department will be paid at a rate of 90% until their probation is completed.

Section 3: Clothing Allowance

A. Fire Fighters on active duty with the Fire Department shall receive an annual clothing allowance of \$400.00 said allowance to be paid the first pay period in November of each year.

B. Any time the City changes the uniform in any way whatsoever or adds new items, the City shall be compelled to purchase the uniforms or items necessary for each Fire Fighter of the Fire Department.

C. All State and Federal mandated clothing changes shall be supplied by the City.

Section 4. Insurance

A. Health and Accident Insurance: The City agrees to carry for the benefit of the active Fire Fighter fully paid hospitalization policies. As follows: Blue Cross, Blue Shield, Major Medical, Dental, Eye Care and Prescription up to One hundred fifty dollars (\$150.00) per year.

1. In the event that a Fire Fighter retires, either voluntarily or involuntary before age 65, said Fire Fighter may continue to participate in the Blue Cross and Blue Shield policy premiums provided for employees of the Fire Department with all benefits included therein, either under the provisions of subsection 2 herein or so long as said retired Fire Fighter pays his own premiums for said coverage.

B. Life Insurance: The City will provide all Fire Fighters with a paid up life insurance policy of \$15,000.00.

Section 5. Overtime Pay

All overtime and call-out work shall be paid at one and one-half (1-1/2) times the regular hourly rate to be computed by dividing the yearly base salary by 56, and the result of such division by the hourly work week. Overtime pay shall be paid within one (1) pay period after the pay period during which the overtime is worked.

ARTICLE V

HOLIDAYS

Section 1: The term "holiday" means the following days:

New Year's Day
Fourth of July
Labor Day
Good Friday
Memorial Day
Thanksgiving Day
Christmas Day
Fire Fighter's Birthday
Veteran's Day
School Picnic Day

A holiday shall be deemed to be the twenty-four (24) hour period beginning at 12:01 A.M. of the holiday.

Section 2: Each Fire Fighter working a Holiday shall receive double time for each hour worked on that holiday.

Section 3: Each Fire Fighter called out on a holiday shall receive double time and a half for each hour worked.

ARTICLE VI

VACATIONS

Section 1: All vacations shall start on the first day of work.

Section 2: All Fire Fighters who have completed one (1) to four (4) years of service shall receive, starting with the first year of service, a paid vacation consisting of five (5) twenty-four (24) hour shifts.

Section 3: All Fire Fighters who have completed five (5) to nine (9) years of continuous, uninterrupted service, shall receive, starting in the fifth year, a paid vacation consisting of eight (8) twenty-four (24) hour shifts.

Section 4: All Fire Fighters who have completed ten (10) to fourteen (14) years of continuous, uninterrupted service, shall receive during the tenth (10th) year, a paid vacation consisting of ten (10) twenty-four (24) hour shifts.

Section 5: All Fire Fighters who have completed fifteen (15) to nineteen (19) years of continuous, uninterrupted service, shall receive, starting in the fifteenth (15) year, a paid vacation consisting of thirteen (13) twenty-four (24) hour shifts.

Section 6: All Fire Fighters who have completed twenty (20) to twenty-four (24) years of continuous, uninterrupted service, shall receive, starting in the twenty (20) year, a paid vacation consisting of fifteen (15) twenty-four (24) hour shifts.

Section 7: All vacation increases shall be in effect for all Fire Fighters on their anniversary date.

Section 8: Selection of vacation dates and the term of vacation time shall be determined on the basis of seniority. At the time of vacation selection, the City may limit the number of Fire Fighters on vacation at any one time in order to maintain the minimum manning.

Section 9: The Fire Fighter shall take their allotted vacation time according to seniority and in accordance with the following schedule:

(a) Each Fire Fighter shall select two (2) weeks during which he will take vacation time, and said selection shall be made prior to April 1st of that calendar year; the two (2) weeks selected pursuant to this section shall be selected from the prime time vacation period; said period being the weeks between June 1 of the calendar year and August 31 of calendar year.

(b) Thereafter, each Fire Fighter shall select the remainder of his allotted vacation time for the calendar year, and said selection shall be made prior to June 1 of the calendar year.

(c) If a vacation period becomes vacant because of retirement, resignation, or death of a Fire Fighter, that vacation period must be offered to all employees of the department who have not already had their vacation, on the basis of seniority. In the event of a threat to the health, safety or welfare of the public, the City may rearrange times for vacation.

Section 10: In the event that a Fire Fighter is transferred to another turn after selecting his vacation, such transfer shall not affect the vacation so selected.

Section 11: Vacation periods for Fire Fighters shall not exceed twenty-two (22) calendar days in duration at any one time with the provision that each Fire Fighter, once every five (5) years, may extend such time to his full entitlement.

Section 12: If any Fire Fighter does not want to take his short vacation, he can work, at the discretion of the Fire Chief, and, at the Fire Fighter's option. A Fire Fighter must exercise this option prior to working the short vacation by informing the Fire Chief in order to be paid at the end of the pay period worked, at straight time.

Section 13: In the event of the death of a Fire Fighter, all vacation time accrued to the date of death, or other accrual due to the Fire Fighter, shall be paid to the Fire Fighter's surviving spouse or the Fire Fighter's estate.

Section 14: In the event of the retirement of a Fire Fighter, he shall receive upon retirement pro-rata vacation pay calculated for that year. Vacation shall not accumulate year to year.

ARTICLE VII

SICK LEAVE

Section 1: Entitlement - A sick leave absence is an absence caused by non occupational illness or injury which renders the Fire Fighter unable to perform his Fire Fighter's duties. It excludes an absence caused by illness or injury incurred in the performance of duties and subject to Section 1 of the Act of June 28, 1935, P.L. 477, as amended.

Section 2: All employees shall be allowed sick leave with pay as follows, provided the City Physician certifies that said illness incapacitated the employee from working during said period. A panel of 5 Physicians as posted at the fire hall.

A. All those in the employ of the City over one (1) year of service shall receive three (3) shifts sick leave per annum at full pay.

B. all those in the employ of the City over two (2) years' of service shall receive five (5) shifts sick leave per annum at full pay.

C. All those with over three (3) years' service or more shall receive eight (8) shifts sick leave per annum at full pay.

D. Sick leave with full pay will be paid for all accumulated time up to thirty three (33) shift after being earned. However, no employee will receive more than thirty three (33) weeks sick leave in any one year.

E. Upon the death of an employee prior to retirement, the beneficiary designated upon such employee's life insurance, or estate of the employee if there be no beneficiary designated or beneficiary living, shall be paid for unused accumulated sick leave at the rate of \$19.70 per shift.

Section 3: Only sick leaves in excess of two (2) consecutive schedule twenty-four (24) hour shifts shall require then presentation of a signed certification from the attending physician in order to return to work.

ARTICLE VIII

FUNERAL LEAVE

Section 1: Duration of Bereavement Leave - Bereavement leave shall be one (1) twenty four (24) hour shift in duration and shall include the day of the funeral.

Section 2: Classes of Persons Included - Entitlement to bereavement leave shall arise in the event of the death of one of the following: the Fire Fighter's spouse, child, mother, father, grandparent, mother-in-law, father-in-law, brother, sister.

Section 3: Bereavement Pay - The Fire Fighter shall receive bereavement pay equal to one (1) twenty-four (24) hour shift.

ARTICLE IX

SENIORITY

Section 1: Seniority shall mean the total years of uninterrupted, continuous service accumulated by any Fire Fighter.

Section 2: An up-to-date seniority list shall be posted in the department office at all times, numbered in such a manner so that each Fire Fighter knows his exact position on the list.

Section 3: Each Fire Fighter shall receive a seniority number. The Fire Fighter with lowest number indicates the longest service.

ARTICLE X

GRIEVANCES

Section 1: The term "grievance" means any difference of dispute between the City of Jeannette and any regular fireman with respect to the interpretation, application, claim or breach or violation of any of the provisions of the existing Agreement between the City of Jeannette and the City of Jeannette Fire Department.

Section 2: Should a grievance arise between the City of Jeannette and a fireman or firemen, there shall be no suspension of work on account of such grievance, but the grievance shall be settled in accordance with the Grievance Procedure hereinafter set forth.

Section 3: The regular firemen shall designate to the Full Council a grievance committee composed of not more than two (2) regular firemen, one of whom shall be designated as Chairman.

Section 4: Any regular fireman having a grievance shall first discuss the grievance with the Full Council. If after such a discussion, satisfaction is not received, he may file his grievance, in writing, on the form agreed to by the parties. If the committee finds merits in the grievance, it shall follow the grievance to the next step. The following grievance steps shall be followed:

(1) The written grievance shall be given to Full Council within fifteen (15) days from the occurrence of the grievance and the same shall be considered in a meeting within seven days thereafter by the Full Council and Chairman of the grievance committee and the aggrieved fireman and/or firemen. Within seven (7) days thereafter, a decision shall be made by the Full Council.

Section 5: Extension of time in each step shall be only at mutual consent of the City of Jeannette and the fire representatives.

ARTICLE XI

MISCELLANEOUS WORKING CONDITIONS

Section 1: Fire Fighters shall work twenty-four (24) hours on and will receive forty-eight (48) hours off.

Section 2: Each Fire Fighter shall work an average week of fifty-six (56) hours.

Section 3: A shift or tour shall be twenty-four (24) hours, starting at 08:00 (8:00 A.M.) and shall be completed at 08:00 (8:00 A.M.), prevailing time.

Section 4: All doors to the Fire Department shall be locked at night for the safety of the Fire Fighters, equipment and property.

Section 5: Fire Fighters shall be permitted to wear the same work uniforms as other Fire Fighters, provided they display appropriate identification and rank.

Section 6: There shall be post in the Fire Department office, a notice of all Pension Board meetings as to time and place at least twenty-four (24) hours before said meeting.

Section 7: For the health and safety of the Fire Fighters, the Fire Department shall be kept in good repair by the City and normal house keeping of the faculty and equipment shall be the responsibility of the firefighters.

Section 8:

A. The City may provide schooling, that will keep Fire Fighters up to date with new laws and safety methods of fire suppression, and have a fire library.

B. A Fire Fighter who attends special schooling, with prior approval by the City Council, and upon successful completion of the course and presentation of the receipts of the City, shall be reimbursed for his expenses.

Section 9: Fire Fighters shall be reimbursed for the replacement of personal effects necessary to the proper performance of their duties; specifically, prescription items damaged in the performance of their duties. Corroboration of such losses will be effected through inspections by the Fire Chief.

Section 10: All Fire Fighters of the Jeannette Fire Department shall be equipped with one (1) portable radio, one (1) Minitor.

Section 11: Each Fire Fighter who so chooses shall be provided, free of charge, with the Hepatitis B vaccine shots and all required booster shots. Furthermore, the City shall provide each Fire Fighter, who so chooses, free of charge, with appropriate testing for the AIDS virus when exposure to the virus on the job is confirmed.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1: There shall be a meeting held once each quarter between the Chief and Fire Fighters at a time and place suitable and convenient to the Director of Public Safety for the purpose of discussing and resolving job-related problems.

Section 2: During the term of this contract and any extension thereof, the Fire Fighters agree that they will not engage in any strikes, sit-downs, or slow-down.

Section 3: The City shall provide each Fire Fighter with a "man-down" warning device such as P.A.L. or PASS, to be attached to the Fire Fighter.

ARTICLE XIII

RESIGNATION OR DISMISSAL FROM DEPARTMENT

Section 1: A Fire Fighter who is discharged for cause from the Fire Department does, by such discharge, forfeit any and all right he has to vacation time or vacation pay, sick leave, and any and all other pay. A Fire Fighter who resigns from the Fire Department prior to being eligible for retirement benefits but has ten (10) years of service shall be entitled to sick leave (\$19.70 per shift) and any and all other severance pay, vacation pay to the extent vacation time has accrued as of his anniversary date immediately preceding the resignation, provided such vacation time is unused.

ARTICLE XIV

SAVINGS CLAUSE

Section 1: All benefits currently accruing to the Fire Fighter at this date, shall be continued and in no way infringed upon unless specifically amended herein.

Section 2: If any provision of this Agreement should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, or by a new contract, the remaining parts portions of this contract shall remain in full force and effect.

ARTICLE XV

TERM OF CONTRACT

Section 1: This Agreement shall take effect from the first day of January, 1989 to and including December 31, 1993.

Section 2: This Agreement is subject to all provisions and limitations prescribed by law and governing said municipality and its officers. If any provision or provisions of this Agreement are declared invalid, either in their entirety or as applied to an individual, it is hereby declared to be the intent of the parties that this Agreement would have been entered into had such invalid provisions not been included therein.

Section 3: The parties agree that the salaries and other economic benefits set forth in this Agreement are the only bases binding upon the City for remuneration to its Fire Fighters for work performed and any other bases are hereby discontinued and of no effect.

CITY OF JEANNETTE

ATTEST:

Paul S. Eskey
City Clerk

BY: Glenal W. Work
Mayor & President of Council

WAGE AND POLICY COMMITTEE
REGULAR FIRE DEPARTMENT PERSONAL
JEANNETTE, PENNSYLVANIA

BY: John M. Peter
Chairman

Consenting: Laurie D. Stone (SEAL)