

CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF JEANNETTE, PENNSYLVANIA

AND

**THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS
LOCAL 4482, AFL-CIO**

**(AS THE DULY RECOGNIZED SUCCESSOR TO THE
THE JEANNETTE REGULAR FIREFIGHTERS)**

JANUARY 1, 2006 TO DECEMBER 31, 2008

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CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

This Agreement dated this 12th day of April, 2006, applies to the City of Jeannette and the Regular Fire Fighters of the Jeannette Fire Department as Represented by The International Association of Fire Fighters, Local 4482, AFL-CIO. This agreement shall expire on December 31, 2008.

WITNESSETH:

WHEREAS, the parties hereto are subject to Collective Bargaining over the terms and conditions of their employment under Act 111; and

WHEREAS, the parties' existing Collective Bargaining Agreement expired December 31, 2005; and

WHEREAS, the parties have engaged in bargaining over the terms and conditions of their employment and desire to reduce the same to writing and adopt those provisions set forth hereafter as their Consolidated Collective Bargaining Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES 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, hired under the Civil Service provisions of the Third Class City Code, with the exception of the Fire Chief and members of the supplemental force.
- D. The term "Supplemental Force" means those firefighters who are not "Regular", are not hired under the Civil Service requirements of the Third Class City Code, are paid per hour for each call and considered as part-time employees of the City for fire fighter's duties only.

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 International Association of Fire Fighters, Local 4482, AFL-CIO 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 an appointment of the City Council and shall not be a member of the bargaining unit..
- 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 Fighters during the term of this Agreement shall be as follows:

	<u>2006</u>	<u>2007</u>	<u>2008</u>
Chief (Bertolino)	\$39,462.41	\$41,328.59	\$43,359.49
Captain-I (Dubich)	\$40,114.13	\$41,984.83	\$44,022.29
Captain-II (Matijevic*)	\$35,943.00	\$37,772.99	\$39,768.34
Captain-III (New Hire)	\$30,119.00	\$30,119.00	\$30,119.00

*The parties hereto do hereby acknowledge that the Captain II position is currently filled by Captain Joe Matijevic, hired June 2003. Accordingly, the base rate of pay for this position shall be subject to any reduction for Fire Fighters having less than four (4) years of service as set forth below. The base rate of pay to Captain Matijevic shall increase to the normal rate as set forth hereafter in 2007.

Section 3: LONGEVITY:

In addition to the base salary compensation, each member of the bargaining unit shall be entitled to a longevity increase of one percent (1%) per annum over the base salary. The longevity increase will not be initiated until the first day of the 4th full year of service based on the rate structure for new hires set forth hereafter. The base salary compensation set forth above represents a wage freeze for 2006, a \$.50 per hour increase for 2912 hours for 2007 and \$.55 per hour increase for 2912 hours for 2008, and includes a longevity increase of one percent (1%) per annum that has been rolled into the salaries of those active members of the Collective Bargaining Unit who have been in continuous service. The one percent (1%) per annum increase shall not be accumulated but will be rolled into the base pay of each bargaining unit member so qualified who remains in continuous service for up to twenty (20) years.

Section 4: NEW HIRES

Any new hire shall start at 80% of the base salary for the year in which he or she is hired. Beginning the second year of service, such individual shall be entitled to a salary rate of 85% of the base salary for that year. Beginning the third year of service, such individual shall be entitled to 90% of the base salary for that year. Beginning the fourth year of service, such individual shall be entitled to 100% of the base salary for that year, which already includes the 4% salary increase for that year, plus the one-time longevity increase as described in Paragraph 2 above.

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. (From the Agreement of September 6, 1989) All overtime, Holiday and other pay shall be premised upon the base salary plus the longevity increase. (From the Agreement dated December 5, 1996)

Except as provided hereafter, overtime shall first be offered to the Regular Firefighters. If no Regular Firefighter wants the overtime, the City may fill such overtime with Fire Fighters from the Supplemental force, with two (2) Supplemental Force firefighters replacing the one Regular Fire Fighter.

Section 6: CLOTHING ALLOWANCE

- A. Fire Fighters on active duty with the Fire Department shall receive an annual clothing allowance of \$525.00 said allowance to be paid the first pay period in November of each year. (See Agreement of December 11, 2002, paragraph 7)
- 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 7: INSURANCE

A. Health and Accident Insurance: In addition to the other benefits provided herein, the City Agrees to carry for the benefit of the employees subject to this Agreement hospitalization, medical and surgical insurance, together with a dental, vision and a prescription medicine plan. The plans provided shall be the same as those provided to all other City employees. The City may change the providers of such coverage without the consent of the Union, provided, however, that the Union will not be provided with different coverage than that provided to all other City employees. It is the intent of this

paragraph to keep a uniform healthcare plan in effect for all union and non-union employees of the City of Jeannette.

B. Healthcare Contribution: No Fire Fighter shall be required to make a financial contribution to healthcare coverage for 2006. Any premium contribution deducted from an employee's wages during 2006 shall be reimbursed to the employee within thirty (30) days of the formal approval of this Agreement by the both parties hereto. Beginning January 1, 2007, each Fire Fighter shall have deducted from their wages an amount equal to ten per cent (10%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage. Beginning January 1, 2008, in the event the cost of the premium for Family coverage exceeds NINE HUNDRED DOLLARS (\$900.00) per month, each Fire Fighter shall have deducted from their wages an amount equal to twelve and one-half per cent (12.5%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage. In the event the cost of Family Coverage beginning January 1, 2008 is LESS than NINE HUNDRED DOLLARS (\$900.00) per month, then each Fire Fighter shall continue to have deducted from their wages an amount equal to ten per cent (10%) of the monthly premium for their respective coverage as a contribution to the costs of such coverage.

C. Prescription Reimbursement: The City agrees to reimburse each employee of the Fire Department for monies expended for medications or drugs which have been prescribed by a licensed physician in the amounts set forth in Sub-Paragraph (4) below. The City's obligation to reimburse for the aforesaid medicines and drugs shall be further limited as follows:

(1) The City shall reimburse the employee for medicines and drugs specifically prescribed for the employee himself, wife and children.

(2) The City will reimburse the employee only for drugs or medicines which are purchased pursuant to a prescription issued by a licensed physician.

(3) The City shall reimburse the employee for prescribed medicines or drugs upon the presentation of a receipt from the employee validating the employee's purchases. In order to be reimbursed the employees shall present their receipts between December 1st and 31st of each calendar year, and in no event later than the 31st day of the calendar year.

(4) The City shall reimburse each employee up to \$200.00 for prescription medications in 2006. The City shall not reimburse any employee for prescription medications in 2007 or 2008.

D. Healthcare Buy-Out Option: The parties hereto do hereby agree that the City may offer a “buy-out” option to all Union and Non-Union employees within the City of Jeannette to pay such employees up to an additional \$300.00 per month (depending on the coverage selected by the employee) if any employee elects to waive coverage through the City’s Healthcare Plan referenced above. In order to participate in this optional benefit, an employee must sign a written election form releasing the City from any obligation to provide coverage under its Healthcare Plan to such employee and submit evidence that such employee has secured Healthcare coverage through a separate source. Any employee who opts out of coverage under the City’s Healthcare Plan under this Section may re-enroll in the City’s Plan at any time thereafter, provided, however, that at such time of re-enrollment, the \$300.00 per month maximum buy-out benefit referenced above shall cease.

E. Post-Retirement Health Insurance: -The City shall provide continued health insurance coverage pursuant to the terms of this Agreement for the Fire Fighter and their spouse only following the Fire Fighter’s retirement from the department. The Post-Retirement Healthcare coverage provided herein shall be at the same cost and expense to the retiree as that assessed to active employees. The retiree shall make the same contribution to coverage as imposed upon active employees. This coverage shall not be provided for the Fire Fighter’s children. Such coverage shall be provided for a period of three (3) consecutive years or until the Fire Fighter is eligible for Medicare, whichever occurs first. This coverage provision is limited to only those persons not eligible for any other form of health insurance coverage from any other source of employment, or through their spouse’s place of employment, regardless of whether there is a required cost or contribution for same. This benefit is not an option which may be selected over another plan. Specifically, the parties agree that spousal coverage shall only be available to a spouse married to the Fire Fighter at the time of retirement. Further, in the event of a divorce and remarriage, or death of the Fire Fighter and remarriage of the spouse, this benefit shall cease.

Any Fire Fighter attempting to secure post-retirement Healthcare coverage under this paragraph shall submit a written request for same certifying, under oath, that no other coverage is available. In the event other Healthcare coverage becomes available during the period a retired Fire Fighter is receiving benefits through the City Plan, such Fire Fighter must change coverage to the other Plan. In the event it is determined that other coverage was available to the Fire Fighter at the time the request for same was made, or came available while the Fire Fighter was receiving benefits under the City plan, the City shall immediately terminate coverage and the retired Fire Fighter shall reimburse the City for Healthcare benefits paid by the City on behalf of the Fire Fighter post-retirement.

B. Life Insurance: The City will provide all Fire Fighters with a paid up life insurance policy set at \$35,000.00 for active members and \$10,000.00 for retired members.

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 receiving 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 day.

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. Nothing in this paragraph shall be deemed or construed to permit the City to refuse or limit the amount of a Fire Fighter's vacation leave. In the event no regular Fire Fighters are available to fill a shift due to vacation or scheduled time off, the City may fill such shift with a member or members of the Supplemental Force".

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 this 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 selection 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 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.

Section 15. There will be no buy-backs of vacation days.

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 five Physicians as posted at the fire hall. (From Agreement dated September 6, 1989).

Section 3: Each firefighter shall have and be entitled to eight (8) sick leave days. Each firefighter shall be entitled to accumulate up to forty-two (42) sick days (a day being equivalent to one 24-hour shift), and the City will agree to buy back same from each firefighter upon their retirement at a rate of one-half the rate of pay per shift.(From Agreement dated December 11, 2002-Paragraph 16)

Section 4: Only sick leaves in excess of two (2) consecutive schedule twenty-four (24) hours shifts shall require then presentation of a signed certification from the attending physician in order to return to work.

Section 5: Critical Incident Stress Days - Each member of the Bargaining Unit is entitled to two (2) Critical Incident Stress Days per annum provided, however, that such days are approved by the Fire Chief. (From Agreement dated December 5, 1996-Article IX)

- A. There shall be no buy-backs of Critical Incident Stress Days. (From Agreement dated December 11, 2002-Paragraph 10)
- B. Each firefighter may use such Critical Incident Stress Days as personal leave days. (From Agreement dated December 11, 2002-Paragraph 17)

ARTICLE VIII - FUNERAL LEAVE

Section 1: Each member of the bargaining unit shall be entitled to two (2) bereavement days, provided, however, that no day shall be used more than one day after 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, aunt, uncle, brother-in-law and sister-in-law, step-brothers and step-sisters.

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:

(A) 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: Continuing Education and Fire Safety Training:

- 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.
- C. The firefighters will not be penalized with pay or time for participation in federal, state or county training drills, conferences and/or calls out of the area in which the fireman has specialized training, education and/or experience.

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 the AIDS virus when exposure to the virus on the job is confirmed.

Section 12: During the course of their scheduled workday, a firefighter on duty may stop at his place of residence for one meal per shift, provided such stop shall not exceed one hour in duration.

Section 13: The City may hire part-time or call firefighters to fill in for regular firefighters who are off work due to extended illness or disability consistent with its past practice.

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.

Section 4: Pensions - The City agrees to adopt an Ordinance providing for appropriate pension terms and provisions for members of the bargaining unit in compliance with the Third Class City Code.

Section 5: Residency -Each firefighter will continue to reside within the City pursuant to the terms of the City of Jeannette Residency Ordinance No. 86-10, such Ordinance being incorporated herein by reference thereto.

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, 2006 to and including December 31, 2008.

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.

Section 4: Intent of Agreement: It is the intention of this Agreement to set forth all the terms and conditions of employment of the Fire Fighters of the City of Jeannette as adopted by the City and the Fire Fighters as a result of collective bargaining initiated, pursued and concluded in accordance with the terms of provisions of Act No. 111. The Parties hereto do hereby acknowledge that the provisions of this Agreement have been reached either as a result of negotiated agreements between the City and the Fire Fighters or as a result of binding arbitration awards. The parties hereto hereby certify that the terms of this Agreement have been approved and accepted by the parties hereto, through those means necessary to effectively adopt and approve same. In addition, it is understood and agreed that all existing conditions of work and benefits, and past practices, not in conflict with this Agreement, shall continue in effect.

(Signatures appear on following page)

**THIS AGREEMENT IS APPROVED BY THE PARTIES HERETO AS
FOLLOWS:**

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 4482, AFL-
CIO and THE REGULAR FIRE FIGHTERS OF THE CITY OF JEANNETTE AT A
RATIFICATION MEETING HELD APRIL 12, 2006.

ATTEST:



Joe Matijevic, Secretary

BY:



Randy Dubich, President

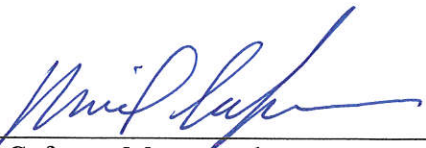
BY THE COUNCIL OF THE CITY OF JEANNETTE AT A PUBLIC MEETING HELD
APRIL 12, 2006.

ATTEST:



Ron Dinsmore, City Clerk

BY:



Michael Cafasso, Mayor and
President of Council