

CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF JEANNETTE

AND

**THE INTERNATIONAL ASSOCIATION OF FIRE-FIGHTERS
LOCAL 78 AFL-CIO**

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

JANUARY 1, 2019 TO DECEMBER 31, 2022



Table of Contents

ARTICLE I	DEFINITIONS.....	Page 4
ARTICLE II	APPLICATION OF AGREEMENT.....	Page 5
ARTICLE III	RECOGNITION.....	Page 5
ARTICLE IV	RATES OF PAY AND JOB CLASSIFICATION.....	Page 6
	Section 1 Job Classification.....	Page 6
	Section 2 Rates of Pay.....	Page 6
	Section 3 Longevity.....	Page 6
	Section 4 New Hires.....	Page 6
	Section 5 Overtime Pay.....	Page 7
	Section 6 Clothing Allowance.....	Page 7
	Section 7 Insurance.....	Page 8 – 9
ARTICLE V	HOLIDAYS.....	Page 10
ARTICLE VI	VACATIONS.....	Page 11 – 12
ARTICLE VII	SICK LEAVE.....	Page 13
ARTICLE VIII	FUNERAL LEAVE.....	Page 14
ARTICLE IX	SENIORITY.....	Page 14
ARTICLE X	GRIEVANCES.....	Page 15
ARTICLE XI	MISCELLANEOUS WORKING CONDITIONS.....	Page 16 – 17
ARTICLE XII	MISCELLANEOUS PROVISIONS.....	Page 18 – 19
ARTICLE XIII	RESIGNATION OR DISMISSAL FROM DEPARTMENT.....	Page 20
ARTICLE XIV	SAVINGS CLAUSE.....	Page 20
ARTICLE XV	TERM OF CONTRACT.....	Page 21
	SIGNATURE PAGE.....	Page 23
	EXHIBIT A.....	Page 24

CONSOLIDATED COLLECTIVE BARGAINING AGREEMENT

This Agreement dated this 1st day of January, 2019, 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 78, AFL-CIO. This Agreement shall expire on December 31, 2022.

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, 2018;
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 hereinafter 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 members of the supplemental force.
- D. The term “Supplemental Force” means those Fire Fighters who are not “Regular”, are not hired under the Civil Service requirements of the Third-Class City Code, and paid per hour for each call and considered as on-call employees of the City for fire fighter’s duties only.
 - a. Any member of the Supplemental force must, within one (1) year of hire by the City, satisfactorily complete a state certified training course in firefighting which shall include One Hundred Sixty-Six (166) hours of basic training (Delmar One Hundred Sixty-Six (166) hour course), Hazmat Awareness Level Certification, AED – CPR – Basic First Aid Certification. The costs of the Certification shall be paid by the City or the Fire Department Relief Association.
 - b. Any member of the Supplemental force must pass a complete physical by a doctor designated by the City prior to being hired. The cost of the physical examination is to be paid by the City.
 - c. Any member of the Supplemental Force must show, prior to hire, proof of Honorable Discharge from a prior Fire or EMS department, agency, or bureau.

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 as the initial leave.

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 78, 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 fire any additional Fire Fighters.

ARTICLE IV – RATES OF PAY AND JOB CLASSIFICATION

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 set forth in the attached Exhibit "A". The pay rates for each Fire Fighter are based on years of service. The designation of any Fire Fighter as "Fire Chief" by Jeannette City Council shall not affect the compensation payable to such Fire Fighter.

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 (1%) percent 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 in the attached exhibit "A" represents a Fifty (\$ 0.50) Cents per hour increase for 2,912 hours for the years 2019-2022, respectively; and includes a longevity increase of one (1%) percent 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 (1%) Percent 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.

Section 4: NEW HIRES

New Hires will have a base salary of Fifty Thousand Dollars (\$50,000.00) for the life of this contract. Any new hire shall start at Eighty (80%) Percent 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 Eighty-Five (85%) Percent of the base salary for that year. Beginning the third year of service, such individual shall be entitled to ninety (90%) Percent of the base salary for that year. Beginning the fourth year of service, such individual shall be entitled to One Hundred (100%) Percent of the base salary for that year, plus the one (1%) Percent longevity increase as described in Section Three (3) above.

Section 5: OVERTIME PAY

- A. All overtime and call-out work shall be paid at one and one-half (1 ½) times the regular hourly rate to be computed by dividing the yearly base salary by 2,912. Overtime pay shall be paid within one (1) pay period after the pay period during which the overtime is worked. All overtime, Holiday and other pay shall be premised upon the base salary plus the longevity increase.
- B. Except as provided hereafter, overtime occurring as a result of a vacancy in a 24-hour shift shall first be offered to the Regular Fire Fighters. Such overtime shall be allocated between the Regular Fire Fighters as follows:
 - 1. The Fire Fighter scheduled on duty prior to the vacant 24-hour shift shall be entitled to take the first twelve (12) hours of such shift by holding over;
 - 2. The Fire Fighter scheduled on duty immediately following the vacant 24-hour shift shall be entitled to take the last twelve (12) hours of such shift by starting his scheduled shift early.
 - 3. If no Regular Fire Fighter wants the overtime, the City may fill such overtime with Fire Fighters from the Supplemental Force by seniority, with two (2) Supplemental Force Fire Fighters, one Driver/Operator and one Supplemental Fire Fighter, replacing the one (1) Regular Fire Fighter.

Section 6: CLOTHING ALLOWANCE

- A. Fire Fighters on active duty with the Fire Department shall receive an annual clothing allowance of Five Hundred Twenty-Five (\$525.00) Dollars. Said allowance shall 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 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 dental, vision and a prescription medicine plan. The plans provided to all other City employees. The City may change the providers of such coverage without 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: Beginning January 1, 2019, each Fire Fighter shall have deducted from their wages an amount equal to Fifteen (15%) Percent of the monthly premium of the respective coverage as a contribution to the costs of such coverage. In addition, effective January 1, 2020, and in each year thereafter, Fire Fighters shall contribute Twenty Five Percent (25%) of any cumulative increase in premium costs for all health insurance, vision and dental coverage over the base year 2019, without a maximum limit or cap.

- C. Prescription Reimbursement. The City shall not reimburse any employee for prescription medications during the term of this Agreement.

- 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 Three Hundred (\$300.00) Dollars per month if any employee elects to waive coverage of the health care, dental, and vision 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 health care, dental, and vision coverages 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 Three Hundred (\$300.00) Dollars per month maximum buy-out benefit referenced above shall cease.

- E. Post-Retirement Health Insurance: Fire Fighters hired after January 1, 2019, shall not be eligible for any post-retirement health care benefits. For employees hired prior to January 1, 2019, the City shall provide continued health insurance coverage pursuant to the terms of this Agreement for the Fire Fighters 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 rate and expense to the retiree as that assessed to 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 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 or 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.

- F. Life Insurance: The City will provide all Fire Fighters with a paid life insurance policy set at Thirty-Five Thousand (\$35,000.00) Dollars for active members and Ten Thousand (\$10,000.00) Dollars for retired members.

- G. If the City receives notice indicating that its health care plan costs will subject the plan to the Affordable Care Act's "Cadillac Tax" excise tax, the City will give the Union written notice of that fact and the parties will immediately meet to discuss changes in the plan design, plan and/or carrier in order to avoid the imposition of the tax. If no agreement is reached within fourteen (14) days of the City's written notice to the Union regarding this issue, then the parties will proceed to an expediated arbitration proceeding with an arbitrator selected pursuant to the terms of the Collective Bargaining Agreement's grievance and arbitration procedure. The sole purpose for that expediated arbitration proceeding will be for the arbitrator to modify the plan, plan design and/or plan carrier in order to eliminate the exposure to the Cadillac Tax. The decision of the arbitrator on this issue shall be issued within forty (40) calendar days of his or her appointment.

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. All regular Fire Fighters shall be paid at their regular rate for twenty-four (24) hours of holiday pay.

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 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 2: 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 3: All Fire Fighters who have completed ten (10) to fourteen (14) years of continuous, uninterrupted service, shall receive, during the tenth year, a paid vacation consisting of ten (10) twenty-four (24) hour shifts.

Section 4: All Fire Fighters who have completed fifteen (15) to twenty four (24) years of continuous, uninterrupted service, shall receive, starting in the fifteenth year, a paid vacation consisting of thirteen (13) twenty-four (24) hour shifts.

Section 5: All vacation increase shall be in effect for all Fire Fighters according to the following:

- A. Fire Fighters anniversary prior to July 1, vacation increase shall be effective January 1; and
- B. Fire Fighters anniversary after July 1, vacation increase shall be effective July 1.

Section 6: 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 7: 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 all his allotted vacation prior to March 1st of this calendar year. The vacation schedule for all firefighters shall be posted by March 15th of that year.
- B. 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, or who would like to change 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 8: 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.

ARTICLE VI – VACATIONS--continued

Section 9: Vacation period for Fire Fighters shall not exceed twenty-two 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 10: 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 11: 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 12: If requested in writing by the firefighter, the City will buy back any unused vacation days at the firefighter's regular rate of pay by February 1st of the year immediately after those vacation days went unused.

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 29, 1936, 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 (5) Physicians as posted at the Fire Station.

Section 3: Each Fire Fighter shall receive eight (8) sick leave days at the beginning of each new calendar year. Each Fire Fighter shall be entitled to carry over from one calendar year to a new calendar year 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 Fire Fighter upon their retirement at a rate of one-half the rate of pay per shift.

Section 4: Only sick leaves in excess of two (2) consecutive twenty-four (24) hour 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.

- A. There shall be no buy-backs of Critical Incident Stress Days
- B. Each fire fighter may use such Critical Incident Stress Days as personal leave days.

ARTICLE VIII – FUNERAL LEAVE

Section 1: Each member of the bargaining unit shall be entitled to three (3) bereavement days, provided however, that no day shall be used more than one (1) 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, sister-in-law, step-mother, step-father, 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 full time 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 the 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, 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 Fire Fighter or Fire Fighters, 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.

Step 1: Any regular Fire Fighter having a grievance shall first discuss the grievance with the City Clerk. If after such a discussion, satisfaction is not received within ten (10) days, an officer of IAFF Local 78 may file a grievance, in writing.

Step 2: The written grievance shall be given to Full council within fifteen (15) days from the first step response of the City or after such response should have been given. The grievance shall be considered in a meeting within seven (7) days thereafter by the full council and an officer of IAFF Local 78 and the aggrieved firefighter or firefighters. Within seven (7) days thereafter, a written decision shall be made by the full council.

Step 3: Within thirty (30) days after the second step response of the full council or after such response should have been given, IAFF Local 78 may file a demand for arbitration with the American Arbitration Association. The American Arbitration Association shall provide a list of nine (9) arbitrators from which the parties shall strike one (1) name at a time with the City selecting first until there is one arbitrator remaining. The parties shall inform the American Arbitrators Association of the selection, and shall then schedule the matter for a hearing before the selected arbitrator. The arbitrator’s decision shall be rendered within thirty (30) days after the hearing. The parties shall each pay one half of the arbitrator’s fee and his decision shall be final and binding on the parties.

Section 3: 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. All shift scheduling will be determined by seniority.

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 posted 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 housekeeping of the facility and equipment shall be the responsibility of the Fire Fighters.

Section 8: Continuing Education and Fire Safety Training:

- A: The City may provide schooling that will keep the 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 Fire Fighters 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 Fire Fighter has specialized training, education, and/or experience.
- D: The City will provide proper training and certification for any jobs which it and/or the Fire Chief requires the Captains to perform and be compensated accordingly.

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 and one (1) monitor

ARTICLE XI – MISCELLANEOUS WORKING CONDITIONS--continued

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

Section 12: During the course of their scheduled workday, a Fire Fighter on duty may stop at his place of residence for one meal per shift, provided such stop shall not exceed one (1) hour in duration and is within the City limits.

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

ARTICLE XII – MISCELLANEOUS PROVISIONS

Section 1: There may 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: Pensions – The City agrees to adopt an Ordinance providing for appropriate pension terms and for members of the bargaining unit in compliance with the Third Class city Code. The City shall amend the Ordinance to indicate that a firefighter’s pension will be based on his total wages as reflected on his W-2 forms and/or pay stub, whichever is higher. The City also agrees to increase the pension payout every three (3) years by two and on half percent (2 ½%).

Section 4: Residency – Each Fire Fighter will reside and continue to reside within 3 miles of the City’s boundaries. New hires will be given a six (6) month transition period to comply with the residency requirement.

Section 5: Fair Share

- A: Any member of the Supplemental Force may voluntarily elect to pay a fair share fee as provided for by Act 84 of 1988. Nothing in this section, or in the voluntary payment of a fair share fee by any member of the Supplemental Force shall be deemed or construed to make the contributor a member of the bargaining unit.
- B: The City and the International Association agree to comply with all provisions of Act 84 of 1988; and
- C: If any legal action is brought against the City as a result of any action it is requested to perform by the Supplemental Force/International Association pursuant to this Article, the Association agrees to provide for the defense of the City at the expense of the Supplemental Force/International Association’s and through Counsel selected by the International Association. The City agrees to give the International Association immediate notice of any legal action brought against I and cooperate fully with the International Association.

ARTICLE XII – MISCELLANEOUS PROVISIONS continued

Section 6: Certified Inspectors – The City agrees to provide for and to pay the cost of any certification required for any full time Fire Fighter to perform fire safety inspections under the International Fire Code, as implemented by the Commonwealth of Pennsylvania in the Pennsylvania Uniform Construction Code, associated with the inspection and permitting of rental properties under the City’s Occupancy Permit Ordinance No. 18-15, as amended. In the event training or classes required for certification take place during a full-time Firefighter’s shift, then the firefighter shall be entitled to his regular pay during his attendance; provided, however, that if the Firefighter’s shift is not over at the end of the class or training, the Firefighter shall return to the City to finish their shift. If such training or classes occur on a day when the firefighter is not working a shift then the Firefighter shall not be paid, except for any reimbursement for the cost of the class.

Section 7: Inspections – Inspections will be done only during regular city business hours. No inspections will be scheduled after dusk and no inspection will occur on holidays (when City Hall is closed).

Section 8: Heart & Lung – The City agrees that it will abide by the provisions of the Heart & Lung Act and the parties that disputes in pursuant to the Heart & Lung Act, 53 P.S. §637, limited to the issue concerning the “performance of duties” may be subject to binding arbitration pursuant to the procedures outlined in Article X.

Section 9: Right to Manage – The parties hereto acknowledge that the City has and shall retain all rights necessary to provide for the effective management of the Fire Fighting Force of the City of Jeannette consistent with law of the Commonwealth of Pennsylvania. The managerial prerogative retained by the City shall include, but not be limited to, the right to set schedules and assign shifts.

Section 10: Parity – If during the term of this agreement, any other bargaining unit of the City receives a wage increase, sick leave, vacation, healthcare benefits, and/or pension which is better than that obtained by IAFF Local 78, the Union is entitled to receive the same benefit upon request. If there is a dispute between the City and the Union as to whether the benefit is better than that obtained by IAFF Local 78, the Union may resolve the dispute through the grievance and arbitration provisions in the contract.

Section 11: Right to Discipline—The City retains the right to discipline Firefighters as an integral part of its right to manage and as an exercise of managerial prerogative. The parties hereto acknowledge that the City has used and will continue to use the Jeannette City Personnel Policies and Procedures Manual 2016, the Jeannette City Fire Department Rules and Regulations, and Jeannette City Fire Department Standard Operating Procedures, as amended previously or in the future, as the basis for discipline. Furthermore, the parties hereto acknowledge that the City intends to use the Fire Department Emergency Vehicle Operations Policy and the Fire Department Motor Vehicle Record (MVR) & Driver Selection and Retention Policy, as may be amended, to serve as a basis for disciplinary action and enforcement; provided, however, that in applying said policies, the City shall not consider any prior

conduct of Firefighters employed on the date of this Agreement and shall consider only future conduct of such Firefighters employed on the date of this Agreement.

Section 12: Pension Ordinances and DROP language—The City shall maintain the DROP Program, as provided in Ordinance 16-06, without expiration or sunseting, for the benefit of the Firefighters. Additionally, the City shall adopt the Firemen’s Pension Plan Amendment ordinance attached hereto in order to bring the Firemen’s Pension Plan into compliance with the Third Class City Code and the directives of the Auditor General. Furthermore, the parties recognize that laws may be enacted that impact the provisions of the Firemen’s Pension Plan, including the DROP Program. The parties agree and acknowledge that if any such law requires that the Firemen’s Pension Plan, including the DROP Program, be altered, changed, modified or amended in any way, such changes shall be made as required by such law within any required period.

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 the 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 or portions of this contract shall remain in full force and effect.

ARTICLE XV – TERM OF CONTRACT

Section 1: This Agreement shall take effect retroactively from the first day of January, 2019 and be effective through December 31, 2022.

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 herein.

Section 3: The parties agree that the salaries and other economic benefits set forth in this Agreement are premised and based upon the work performed by the persons subject hereto as Full Time Fire Fighters within the City of Jeannette and that no other bases for payment exists.

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 reach either collective bargaining or as a result of binding arbitration awards. The parties hereto herby 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 agrees that all existing conditions of work and benefits, and past practices, not in conflict with this Agreement, shall continue in effect.


THIS PAGE IS INTENTIONALLY LEFT BLANK



THIS AGREEMENT IS APPROVED BY THE PARTIES AS FOLLOWS:

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 78, AFL-CIO AND THE REGULAR FIRE FIGHTERS OF THE CITY OF JEANNETTE AT A RATIFICATION MEETING HELD ON THE 17th DAY OF May, 2019.

ATTEST:


Secretary


Joseph Matijevic, President

AND BY THE COUNCIL OF THE CITY OF JEANNETTE AT A PUBLIC MEETING HELD ON THE 13th DAY OF JUNE, 2019.

ATTEST:


Michelle Langdon, City Clerk/Chief Fiscal Officer


Curtis Antoniak, Mayor and President of Council

EXHIBIT A

	2019	2020	2021	2022
W. Frye				
Base	\$ 47,164.50	<u>\$52,405.00</u>	<u>\$53,861.00</u>	\$55,870.17
2912 X \$0.50	\$ 1,310.40	\$ 1,456.00	\$ 1,456.00	\$ 1,456.00
Subtotal	\$ 48,474.90	<u>\$53,861.00</u>	<u>\$55,317.00</u>	\$57,324.17
Plus 1%				
Longevity			1.01%	1.01%
Total	\$ 48,474.90	<u>\$53,861.00</u>	<u>\$55,870.17</u>	\$57,899.43
Hourly	\$ 16.6466	\$ 18.4962	\$ 19.1862	\$ 19.8830
J. Matijevec				
Base	\$57,768.72	\$59,816.97	<u>\$61,885.70</u>	\$63,975.12
2912 X \$0.50	\$ 1,456.00	\$ 1,456.00	\$ 1,456.00	\$ 1,456.00
Subtotal	\$59,224.72	<u>\$61,272.97</u>	<u>\$63,341.70</u>	\$65,431.12
Plus 1%				
Longevity	1.01%	1.01%	1.01%	1.01%
Total	\$59,816.97	<u>\$61,885.70</u>	<u>\$63,975.12</u>	\$66,085.43
Hourly	\$ 20.5415	\$ 21.2520	\$ 21.9695	\$ 22.6942
J. Rettger				
Base	\$40,000.00	<u>\$42,500.00</u>	<u>\$45,000.00</u>	\$50,000.00
2912 X \$0.50	\$ N/A	\$ 1,237.60	\$ 1,310.40	\$ 1,456.00
Subtotal	\$40,000.00	<u>\$43,737.60</u>	<u>\$46,310.40</u>	\$51,456.00
Plus 1%				
Longevity				
Total	\$40,000.00	<u>\$43,737.60</u>	<u>\$46,310.40</u>	\$51,456.00
Hourly	\$ 13.7363	\$ 15.0198	\$ 15.9033	\$ 17.6703
New Hire				
Base	<u>\$40,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>	\$ 40,000.00
2912 X \$0.50				
Total	\$40,000.00	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>	\$ 40,000.00
Hourly	\$ 13.7363	\$ 13.7363	\$ 13.7363	\$ 13.7363
Starting Salary	\$50,000.00			