

AMENDMENT TO THE
COLLECTIVE BARGAINING AGREEMENT
FOR THE CITY OF JEANNETTE
REGULAR FIREFIGHTERS

THIS AGREEMENT is made this 11th day of DECEMBER, 2002, by and between the CITY OF JEANNETTE, a third class city duly organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 110 South Second Street, Jeannette, Westmoreland County, Pennsylvania, hereinafter called the "City"

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THE REGULAR FIREFIGHTERS of the City of Jeannette representing the REGULAR FIRE FIGHTERS of the City of Jeannette, hereinafter called "Firefighters".

WHEREAS, City and Firefighters have previously negotiated a Base Collective Bargaining Agreement dated September 6, 1989, which contains the basic terms and conditions of employment of the Regular Fire Fighters of the City of Jeannette; and

WHEREAS, City and Fire Fighters have negotiated Amendments to such Base Collective Bargaining Agreement to be effective from January 2, 2001, through December 31, 2005; and

~~WHEREAS, the parties hereto desire to revise the Base Collective Bargaining Agreement and the Amendments thereto.~~

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. The terms of these modifications to the Collective Bargaining Agreement shall be effective for calendar years 2001, 2002, 2003, 2004 and 2005.

2. The salary scale for members of the Collective Bargaining Unit shall be retroactive to January 1, 2001 and shall be as follows for the years set forth below:

SALARIES - CHIEF, CAPTAINS I, II AND III

	<u>2001</u>	<i>R.D.</i> <u>2002</u> <i>JD</i> <i>33,976.92</i>	<u>2003</u>	<u>2004</u>	<u>2005</u>
CHIEF	\$32,184.52	<i>\$35,776.93</i>	\$35,787.26	\$37,615.67	\$39,462.41
CAPTAIN I	\$35,004.58	\$36,825.19	\$38,664.00	\$40,521.20	\$42,396.97
CAPTAIN II	\$32,810.82	\$34,609.49	\$36,426.14	\$38,260.96	\$40,114.13
CAPTAIN III (NEW HIRE)	\$30,119.00	\$31,575.00	\$33,031.00	\$34,487.00	\$35,943.00

3. The base salary compensation set forth above represents a \$.50 per hour increase for 2,912 hours per year 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 longevity increase payment will not be initiated until the first day of the third full year of service based upon the rate structure for new hires set forth hereafter. 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.

4. The parties do hereby acknowledge that the positions of Captain III (New Hire), Captain II and Captain I are created to resolve potential disputes arising from Amendments to the Base Collective Bargaining Agreement during a contract entered between

the parties for the years beginning January 1, 1995 and ending December 31, 2000. It is further agreed that Captain ~~Timothy Stape~~^{RANDY} shall be and is hereby appointed to the position of Captain I, and that Captain Randy Dubich shall be and is hereby appointed to the position of Captain II. The position of Captain III (New Hire) is acknowledged to be vacant at this time and the City shall be under no obligation to fill this position.

The appointments of Captain Stape and Captain Dubich to their respective positions, and the base salaries established for same, result from a three percent (3%) longevity bonus paid to Captain Dubich, and an eight percent (8%) longevity bonus paid to Captain Stape, as part of the Collective Bargaining Agreement in existence from January 1, 1995 to December 31, 2000. The wage differential between the Captain I and Captain II positions reflects the difference in years of service between Captain Stape and Captain Dubich as of January 1, 1995. In the event either Captain Dubich or Captain Stape retire, are terminated, or otherwise cease or leave their service as Captains of the City of Jeannette Fire Department, then the City may, at its discretion, eliminate their respective Captain I and Captain II positions, as their case may be from the Collective Bargaining Agreement.

5. 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. The use of these days will be extended to those "extended family members" suggested by

the Union. Such members to include the Fire Fighters's aunt, uncle, brother-in-law and sister-in-law.

6. The prescription reimbursement to which each member is entitled shall be set at Two Hundred Dollars (\$200.00) per annum. However, the firefighters agree to eliminate this \$200.00 per annum prescription reimbursement provided that all other bargaining units also agree to eliminate this reimbursement.

7. The uniform allowance of \$525.00 per year will remain as is.

8. The number of paid holidays shall be set at ten (10) and shall be the same as those described in the Base Collective Bargaining Agreement referenced above. They are New Year's Day, 4th of July, Labor Day, Good Friday, Memorial Day, Thanksgiving Day, Christmas Day, Veteran's Day, School Picnic Day and the Fire Fighter's birthday.

9. 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.

10. There will be no buy-backs of critical incident stress days or vacation days.

11. 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.

12. The life insurance benefit for each firefighter shall be set at \$35,000.00 for active members and \$10,000.00 for retired members.

13. 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.

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

15. 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.

16. 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 at the end of their employment at a rate of one half the rate of pay per shift.

17. Each firefighter shall be entitled to two (2) critical incident stress days and may use such critical incident stress days as personal leave days.

18. The firefighters hereby agree to relinquish their current Blue Cross/Blue Shield health benefits on condition that they are

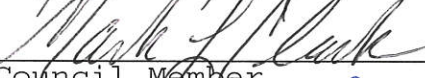
provided with equivalent healthcare benefits and that all other bargaining units also agree to this provision.

THE CITY OF JEANNETTE:

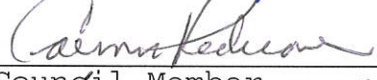
JEANNETTE REGULAR FIRE FIGHTERS

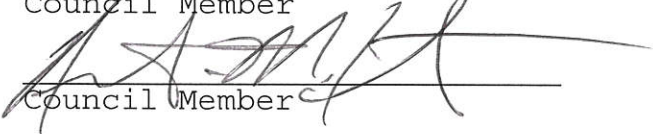
By 
Mayor/President of Council

By 
Captain Randy Dubich



Council Member


Council Member


Council Member


Council Member

ATTEST:


Ronald E. Dinsmore,
City Clerk