

1 AGREEMENT BETWEEN THE

2 CITY OF PLAINFIELD

3 AND THE

4 FIRE OFFICERS ASSOCIATION

5 (FOA)

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Effective January 1, 2003 Through December 31, 2006

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P R E A M B L E

THIS AGREEMENT entered into the day and year set opposite the signatures of the parties, by and between the **CITY OF PLAINFIELD**, a municipal corporation of the State of New Jersey, hereinafter called the "CITY," and the **FIRE OFFICERS' ASSOCIATION**, hereinafter called the "FOA."

W I T E S S E T H

WHEREAS, the City and the FOA recognize and declare that providing quality fire protection for the City is in their mutual aim; and

WHEREAS, the City Council and the City Administration retain the basic decision-making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the members of the Fire Force are particularly qualified to advise on the formulation of policies and programs designed to improve the standards of fire protection; and

WHEREAS, the City has an obligation, pursuant to N.J.S.A. 34:13A-1, et seq., as amended, to negotiate with the FOA as the representatives of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE I

RECOGNITION

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

ARTICLE II

NEGOTIATION PROCEDURE

2.1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of fire employment. The parties to this collective negotiations Agreement shall commence negotiations for a successor Agreement not later than one hundred twenty (120) days prior to the expiration date of the collective negotiations Agreement in effect. Any agreements so negotiated shall apply to all Fire Officers and shall be reduced to writing and adopted by all parties;

2.2. Continuing Review of this Agreement

A. Representatives of the City and the FOA negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of the Agreement, and to resolve

1 problems that may arise. These meetings are not intended to by-pass the
2 grievance procedure.

3 B. Each party shall submit to the other, at least three (3) days
4 prior to the meeting, an agenda covering matters they wish to discuss.

5 C. All meetings between the parties shall be regularly
6 scheduled, whenever possible, to take place when the Fire Officers involved are
7 free from assigned responsibilities, unless otherwise agreed.

8 D. Should a mutually acceptable amendment to this Agreement
9 be negotiated by the parties, it shall be reduced to writing and be adopted by
10 both parties.

11 2.3. Except as this Agreement shall otherwise provide, all benefits,
12 terms and conditions of employment, applicable on the effective date of this
13 Agreement to employees covered by this Agreement, as established by the rules
14 and regulations or policies of the City in force on said date shall continue to be
15 applicable during the term of this Agreement, nor shall this Agreement be
16 interpreted or applied so as to eliminate, reduce or detract from fringe benefits
17 existing prior to its effective date. This Agreement shall, however, supersede any
18 prior written Agreement between the parties covering the same subject matters
19 and any inconsistent written Agreement between the City, the FOA or an
20 individual employee covered by this Agreement.

21 2.4. The City agrees not to negotiate concerning said employees in the

1 negotiation unit, as defined in Article I of this Agreement, with any organization
2 other than the FOA for the duration of this Agreement.

3 2.5. This Agreement shall not be modified in whole or in part by the
4 parties except by an instrument in writing duly executed by both parties.

5 **ARTICLE III**

6 **GRIEVANCE/ARBITRATION PROCEDURE**

7 3-1. **Grievance Definition**

8 A. A "grievance" is a claimed breach, misinterpretation or
9 improper application of the terms of this Agreement.

10 B. Minor disciplinary action as is defined by the Department of
11 Personnel which is reduced to writing shall be subject to the grievance
12 procedure. Grievances of this nature shall commence at Step Four.

13 3.2. **Purpose**

14 A. The purpose this procedure is to assure prompt and equitable
15 solutions of problems arising from the administration of the Agreement, or other
16 conditions of employment and to provide an exclusive vehicle for the settlement
17 of employee grievance.

18 B. No grievance settlement reached under the terms of this
19 Agreement shall add to, subtract from or modify any terms of this Agreement.

20 3.3. **Steps of the Grievance Procedure - Employee**

21 The following constitutes the sole and exclusive method of resolving

1 grievances between the parties covered by this Agreement, with the exception of
2 major disciplinary action and other matters which are cognizable under the New
3 Jersey Department of Personnel (DOP) and its rules and regulations, in which
4 case such matters shall proceed for resolution, if any, in accordance with those
5 DOP rules and regulations. The steps of the grievance procedure shall be
6 followed in their entirety unless any step is waived by written mutual consent.

7 **Step One: Platoon/Bureau Supervisor**

8 A non-disciplinary grievance shall be filed in writing with the employee's
9 Platoon/Bureau Supervisor within thirty (30) calendar days after the event
10 giving rise to the grievance. The Platoon/Bureau Supervisor shall attempt to
11 resolve the grievance and shall provide a written answer to the grievance within
12 ten (10) work days after receipt of the grievance.

13 **Step Two: Fire Chief**

14 If the grievance is not satisfactorily resolved at Step One, the grievant shall
15 file the written grievance with the Fire Chief, with a copy to the Platoon/Bureau
16 Supervisor, within ten (10) calendar days of the the date the Step One answer
17 was received or should have been received. The grievant shall have a copy of the
18 Step One answer attached and shall set forth an explanation as to why the
19 grievant is unsatisfied with the Step One answer. The Fire Chief shall attempt to
20 find a mutually satisfactory solution to the grievance and shall provide a written
21 answer to the grievance within ten (10) workdays from its receipt.

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1 **Step Three: Director**

2 If the grievance is not satisfactorily resolved at Step Two, the grievant
3 shall file the original written grievance with the Director of Public Affairs and
4 Safety, with a copy to the Fire Chief, within ten (10) calendar days of the date the
5 Step Two answer was received or should have been received. The grievant shall
6 have a copy of the Step Two answer attached and shall include an explanation as
7 to why the grievant is unsatisfied with the Step Two answer. The Director of
8 Public Affairs and Safety shall attempt to find a mutually satisfactory solution to
9 the grievance and shall provide a written answer to the grievance within ten (10)
10 work days of its receipt.

11 **Step Four: City Administrator**

12 If the grievance is not satisfactorily resolved at Step Three, the grievant
13 shall file the written grievance with the City Administrator, with a copy to the
14 Director of Public Affairs and Safety, within ten (10) calendar days of the date the
15 Step Three answer was received or should have been received. The written
16 grievance shall have a copy of the Step Three answer attached and shall include
17 an explanation as to why the grievant is unsatisfied with the Step Three answer.
18 The City Administrator will attempt to find a mutually satisfactory solution to
19 the grievance and shall file a written answer to the grievance within ten (10)
20 work days of its receipt.

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1 **Step Five: Arbitration**

2 If the grievance is not satisfactorily resolved at Step Four, the Union may
3 file a written demand for arbitration with the New Jersey State Board of
4 Mediation, 50 Park Place, Newark, New Jersey 07102 within thirty (30) calendar
5 days from the date the Step Four answer was received or should have been
6 received. A copy of the demand for arbitration shall be simultaneously filed
7 with the City Administrator.

8 The selection of the arbitrator and the conduct of the arbitration hearing
9 shall be pursuant to the rules and regulations of the New Jersey State Board of
10 Mediation then in effect.

11 The arbitrator so selected shall be bound by the terms of the Agreement
12 and shall not have the power to add to, subtract from or in any way modify or
13 change the terms of the Agreement. The arbitrator shall be bound by the laws of
14 the State of New Jersey as well as the decisions of the courts of the State of New
15 Jersey.

16 The arbitrator's decision shall be in writing and shall set forth finding of
17 fact and/or law and reasons therefore. The decision shall be final and binding
18 on the parties. The fee and expenses of the arbitrator shall be borne by the losing
19 party. A party desiring to present witnesses shall pay for the expenses of those
20 witnesses and any other expenses which the party may incur.

21 3.4. The time limits set forth in this Article shall be strictly adhered to. If
22 any grievance has not been initiated within the time limits specified, then the

1 grievance shall be deemed abandoned. If any grievance is not processed to the
2 next succeeding step within the time limits prescribed in this Article, then the
3 disposition of the grievance at the last preceding step shall be deemed to be
4 conclusive. If a written answer is not given within the time limits prescribed at
5 any step in the grievance procedure, then the grievance shall be deemed to have
6 been denied and may be moved to the next step without further explanation.
7 Nothing herein shall prevent the parties from mutually agreeing in writing to
8 extend or contract the time limits for processing the grievance at any step in the
9 grievance/arbitration procedure.

10 3.5. It is agreed that any General Order which is the subject of a
11 grievance before implementation of the order will not be implemented until the
12 grievance process has been completed.

13 A. It is agreed that all written notices effecting terms and
14 conditions of employment other than those which are specifically defined in the
15 collective negotiation Agreement or which effect the health and safety of
16 employees shall be posted for a period of not less than fourteen (14) calendar
17 days prior to implementation.

18 B. It is agreed that all revised and/or new General Orders,
19 except in emergency situations, shall be posted for a period of not less than thirty
20 (30) days prior to implementation.

21 3.6. **Rights of Fire Officers to Representation**

22 A. Any party in interest may be represented at all stages of the

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

7 B. The parties agree that their respective agents, servants or
8 employees will not engage in any acts of reprisal or harassment against anyone
9 by reason of utilization or participation in the grievance/arbitration procedure
10 set forth in this Article.

11 **3.7. Statement of Policy**

12 The City and the FOA agree that it is generally advisable to avoid public
13 statements to the mass media prior to exhaustion of the aforesaid
14 grievance/arbitration procedures. The City and the FOA further agree that in
15 the event it is deemed necessary to issue statements to the mass media at any
16 time during or after the aforesaid grievance procedures, said statements shall be
17 made by the City through its City Administrator or his duly authorized agent
18 and by the FOA through its President or its duly authorized agent and both
19 parties agreed they will use their best efforts to prevent the making of statements
20 relative to matters in controversy by persons other than those mentioned herein.

21 **3.8. Miscellaneous**

22 A. Forms for filing grievances, serving notices, taking appeals,

1 making reports and recommendations, and other necessary documents, shall be
2 prepared by the Director of Public Affairs and Safety and the Fire Chief in
3 consultation with the FOA and given appropriate distribution so as to facilitate
4 operation of the grievance procedure.

5 B. Any meeting or hearings under the grievance/arbitration
6 procedure of this Article shall be non-public and shall include only such parties
7 in interest and their designated or selected representatives, unless public
8 hearings are required by law or both parties mutually agree in writing.

9 **ARTICLE IV**

10 **FIRE OFFICERS' RIGHTS**

11 4.1. Pursuant to Chapter 303, Public Law 1968, the City hereby agrees
12 that every Fire Officer shall have the right freely to organize, join and support the
13 FOA and its affiliates for the purpose of engaging in collective negotiations and
14 other concerted activities for mutual aid and protection. As a duly selected body
15 exercising governmental power under color of law of the State of New Jersey, the
16 City understands and agrees that it shall not directly or indirectly discourage,
17 deprive or coerce any Fire Officer in the enjoyment of any rights conferred by
18 Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution
19 of New Jersey and the United States; that it shall not discriminate against any
20 Fire Officer with respect to hours, wages or any terms or conditions of
21 employment by reason of his membership in the FOA and its affiliates, collective
22 negotiations with the City or his institution of any grievance, complaint or

1 proceedings under this Agreement or otherwise with respect to any term or
2 condition of employment.

3 4.2. Nothing contained herein shall be construed to deny or restrict to
4 any Fire Officer such rights as he may have under any other applicable laws and
5 regulations. The rights granted to Fire Officers hereunder shall be deemed to be
6 in addition to those provided elsewhere.

7 **4.2. Disciplinary Action**

8 A. No employee shall be discharged or discipline except for just
9 cause. The question of just cause will specifically be subject to the grievance
10 procedure of this Agreement, provided it is not subject to Department of
11 Personnel review.

12 B. No employee will be disciplined or called to a meeting that
13 will result in discipline without a union representative present if so requested by
14 the employee.

15 C. Disciplinary action, with the exception of verbal warnings,
16 will be presented on a disciplinary action form with a copy made available to the
17 employee.

18 D. If a chargeable offense is made against an employee, he shall
19 be notified in writing of the nature of the offense as well as his right to a
20 departmental hearing before the Director of Public Affairs and Safety.

21 E. Within five (5) days of receipt of the charge, the employee

1 shall notify the Director of Public Affairs and Safety if he desires a hearing. The
2 hearing shall be conducted within thirty (30) days of the filing of the charge.

3 F. The employee shall be entitled to be represented at the
4 hearing by an attorney at his expense.

5 G. If the hearing results in minor discipline, the employee may
6 file a grievance under the grievance procedure of this Agreement. The grievance
7 shall be filed within ten (10) days of imposition of the discipline and shall be
8 instituted at Step four (4), (City Administrator).

9 H. If major discipline is imposed, the employee may file an
10 appeal to the Merit System Board pursuant to Department of Personnel rules and
11 regulations.

12 I. A written warnings or reprimand may be grieved
13 commencing at Step three (3), (Director of Public Affairs and Safety).

14 **ARTICLE V**

15 **FOA RIGHTS AND PRIVILEGES**

16 5.1. The City agrees to make available to the FOA, in response to
17 reasonable requests from time to time, all available information concerning the
18 financial reports and audits, a list of certified fire personnel, budgetary
19 requirements and allocations, agendas and minutes of all City Council public
20 meetings, census data, names and addresses of all Fire Officers, and other such
21 information that shall assist the FOA in developing intelligent, accurate,
22 informed and constructive programs on behalf of the Fire Officers. The City

1 further agrees to make available information which may be necessary for the
2 FOA to process any grievance or complaint except in the case of personnel
3 matters, in which case the release of information shall be made on the basis of
4 legal advice from the Corporation Counsel.

5 5.2. Whenever any representative of the FOA is mutually scheduled by
6 the parties to participate during working hours in negotiations, grievance
7 proceedings, conferences or meetings, he shall suffer no loss in pay.

8 5.3. Up to two (2) members of the FOA Negotiations Committee shall
9 be granted leave from duty with full pay for all meetings between the City and
10 the FOA for the purposes of negotiating the terms of an Agreement, when such
11 meetings take place at a time during which such members are scheduled to be on
12 duty.

13 5.4. Up to two (2) members of the Grievance Committee, exclusive of
14 the President of the FOA, shall be granted leave from duty with full pay for all
15 meetings between the City and the FOA for the purpose of processing
16 grievances, when such meetings take place at a time during which members are
17 scheduled to be on duty.

18 5-5. The officers of the FOA (President, Vice-President, Recording
19 Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be
20 permitted to attend all regularly scheduled meetings in Fire Headquarters
21 facilities.

1 5-6. The FOA shall have the right to use their respective bulletin at Fire
2 Headquarters to post appropriate materials.

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ARTICLE VI

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MANPOWER

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

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

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

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Rescue One - One (1) Officer and one (1) Firefighter

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Car 2 - Battalion Fire Chief and One (1) Firefighter

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6-2. In the event that the manpower of any engine or truck company on
any platoon should fall below three (3) individuals and such assignments cannot
be made to fill such shortage without reducing manpower in the other
companies below the minimum allowed, said shortage shall be filled by overtime
work in accordance with Article XII. No fire apparatus shall leave quarters for a
normal alarm response with less than two (2) men at any time for any reason
except Rescue One.

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ARTICLE VII

1 **WORKWEEK**

2 7-1. The work week for all employees who perform fire fighters duties
3 shall be an average of not more than forty-two (42) hours computed over a
4 period of one (1) fiscal year, based on the schedule of three (3) days of ten (10)
5 hours each, followed by seventy - two (72) hours off, followed by three (3) nights
6 of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by
7 three (3) days of ten (10) hours each and so on.

8 7-2. The City and the FOA acknowledge that a Fire Officer's primary
9 responsibility is to perform firematic duties and that his energy shall be utilized
10 to the fullest extent toward that end.

11 **ARTICLE VIII**

12 **ADDITIONAL DUTIES**

13 8-1. In addition to the normal fire duties performed by Fire Officers, the
14 FOA in an effort to improve the effectiveness of the Fire Division and the
15 Department of Public Affairs and Safety, agrees to participate in a Safety Patrol
16 Program. It is expressly understood that the Safety Patrol is not a police
17 function; it is merely an expansion of the normal public safety duties of a Fire
18 Officer, that is, protecting lives and property. Members of the Safety Patrol will
19 not be expected to engage in those activities for which they have not been
20 properly trained or equipped. The duties of the Safety Patrol will be as follows:

21 A. Detect and report all fires, smoke, false alarms observed or

1 detected within areas of assignment, paying particular attention to public
2 buildings.

3 B. Respond on calls for the Rescue Squad when requested by
4 the Squad and render immediate first aid whenever necessary.

5 C. Assist the Police Division at accidents or traffic control
6 problems. The role of the Safety Patrol would be one of backing up the Police
7 Division only when the Police Division is unavailable or when the Safety Patrol
8 comes upon an accident or traffic control problem and must take immediate
9 action.

10 D. The Safety Patrol shall report all indications of criminal
11 activity within their area of assignments to the police.

12 E. The Safety Patrol shall be assigned to check street alarms
13 and boxes during their hours of patrol.

14 F. The Safety Patrol may be called upon to perform other
15 normal Fire Division activities while engaged in patrol duty, such as pre-fire
16 planning, inspection, fire code enforcement or training.

17 G. The Safety Patrol will engage in a check of all houses listed
18 on the "vacant house checklist" in its assigned areas during daylight hours.

19 H. The Safety Patrol will seek out and report vehicles that
20 appear to be abandoned.

21 8-2. The Fire Officers on Safety Patrol will be required to understand
22 the basics of traffic control and accident investigation so that in the event they are

1 called upon to assist the police or come upon an accident or traffic control
2 problem while on their tour of duty they will be able to properly turn over the
3 accident investigation and noted information to the police.

4 The Fire Officers on Safety Patrol will be required to complete first aid
5 courses in the area of childbirth and proper method of handling emotionally
6 disturbed persons. They will also be required to know the basic procedures for
7 presentation of testimony in court and the proper methods of filing any reports
8 dealing with criminal activity observed or discovered by them.

9 The Director of Public Affairs and Safety, in consultation with the Chief of
10 Police and the Fire Chief, shall prescribe training to implement carrying out the
11 Safety Patrol functions described above.

12 At all times, except in the case of emergency threatening life, the Safety
13 Patrol shall, upon notification of a fire within the Patrol's assigned area, respond
14 immediately to the fire call.

15 8-3. Safety Patrols will normally operate during the following time
16 periods:

17 8:30 a.m. to 12:30 p.m.

18 1:30 p.m. to 5:30 p.m.

19 7:30 p.m. to 11:30 p.m.

20 Except where, in the judgment of the Director of Public Affairs and Safety,
21 special public safety conditions for limited periods require additional patrol
22 hours, it is agreed that any change in the basic time schedule as listed above will

1 be discussed with the Executive Committee and agreed upon jointly. No Fire
2 Officer will be assigned to a Safety Patrol for more than four (4) hours each day,
3 nor more than a total of eight (8) hours of all types of routine fire duties, except
4 for fire fighting activities and special conditions as set forth above. There shall be
5 a rotating schedule for safety patrol duty and it is further agreed that the overall
6 duties of the safety patrol and all other Fire Division activities and shall be rotate
7 in such a manner as to equalize the workload among all of the members of the
8 Fire Division within the framework of the needs of the fire service. During the
9 life of the contract, there shall be two (2) men assigned to a patrol vehicle at all
10 times. The Fire Chief shall be authorized to cancel safety patrols whenever the
11 needs of the Fire Division so require.

12 8-4. It is clearly understood that the Fire Officers assigned to Safety
13 Patrol shall not be trained in the use of firearms and shall not be assigned
14 firearms for use in the patrol vehicle.

15 In addition, the safety patrol vehicles shall carry a Scott Air Pak, a first aid
16 kit, a 2-1/2 gal. pressurized water extinguisher, 2 fire brooms, 2 extinguishers, an
17 axe, a portable spotlight, 2 flashlights, 1 can of shock for use as an animal
18 repellent, and 4 flares. In addition, the Fire Chief may assign additional pieces of
19 fire fighting or fire prevention equipment, if he sees the need for it.

20 8-5. Alternative Duties

21 It is understood that those Fire Officers who do not qualify for safety

1 patrol duties or who, with the approval of the Fire Chief after request by the Fire
2 Officer, are excused from safety patrol duties, may be trained and assigned as
3 building inspectors during the day time hours. The details of this program will
4 be worked out with the Fire Chief and the members of the Executive
5 Committees.

6 8-6. It is expressly and specifically agreed and understood that by Fire
7 Officers assuming additional duties, including the safety patrol, the City does not
8 intend to change the duties of Fire Officers in Title 4 of the New Jersey Statutes,
9 or any other job specifications described in the Department of Personnel Rules
10 and Regulations covering same, except as might be modified by the terms of the
11 Agreement.

12 ARTICLE IX

13 CITY'S RIGHTS AND PRIVILEGES

14 9-1. Management Responsibilities

15 It is recognized that the management of the City government, the control
16 of its properties and the maintenance of order and safety is solely a responsibility
17 of the City. Accordingly, the City hereby retains and reserves unto itself, without
18 limitations, all powers, rights, authority, duties and responsibilities conferred
19 upon and vested in it prior to the signing of this Agreement by the laws and
20 Constitution of the State of New Jersey and of the United States, including, but
21 not limiting the generality of the foregoing, the following rights.

22 A. The executive management and administrative control of the

1 City government and its properties and facilities, and the activities of the
2 employees.

3 B. The selection and direction of the work forces, including the
4 right to hire, suspend or discharge for just cause, assign, promote or transfer.

5 The exercise of the foregoing powers, rights, authority, duties or
6 responsibilities of the City, the adoption of policies, rules, regulations and
7 practices in furtherance thereof, and the use of judgement and discretion in
8 connection therewith shall be limited by the specific and expressed terms of this
9 Agreement and then only to the extent such specific and expressed terms hereof
10 are in conformance with the Constitution and laws of New Jersey and of the
11 United States and the Ordinances of the City of Plainfield.

12 Nothing contained herein shall be construed to deny or restrict the City of
13 its rights, responsibilities and authority under R.S. 40A and 11 or any other
14 national, state, county or local laws or ordinances. The City shall have the right
15 to take unilateral action pursuant to federal and/or state statutory mandates,
16 e.g., Commercial Motor Vehicle Safety Act, Drug Free Workplace Act, subject to
17 the right of the FOA to negotiate as required by law.

18 **9-2. Maintenance of Operations**

19 The FOA covenants and agrees that during the term of this Agreement
20 neither the FOA nor any person acting in its behalf will cause, authorize or
21 support, nor will any of its members take part in any strike (i.e., the concerted
22 failure to report for duty, or concerted willful absence of a Fire Officer from his

1 duties of employment), work stoppage, slowdown, walkout or other mass
2 absenteeism against the City. The FOA agrees that such action would constitute
3 a material breach of this Agreement.

4 In the event of a strike, slowdown, walkout or organized mass
5 absenteeism, it is covenanted and agreed that participation in any such activity
6 by any FOA member shall be deemed grounds for disciplinary action, including
7 possible termination of employment of such employee or employees.

8 Nothing contained in this Agreement pursuant to Section 9-2 shall be
9 construed to limit or restrict the City in its right to seek and obtain such judicial
10 relief as it may be entitled to have in law or in equity for injunction or damage, or
11 both in the event of such breach by the FOA or its members.

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1 **ARTICLE X**

2 **SALARIES**

3 10-1. The salary guide for all Fire Officers is set forth in Attachment A
4 annexed to this Agreement and reflects the following:

5 Effective January 1, 2003 - 2% of base salary

6 Effective July 1, 2003 - 2% of base salary

7 Effective January 1, 2004 - 2% of base salary

8 Effective July 1, 2004 - 2% of base salary

9 Effective January 1, 2005 - 2% of base salary

10 Effective July 1, 2005 - 2% of base salary

11 Effective January 1, 2006 - 2% of base salary

12 Effective July 1, 2006 - 2% of base salary

13 To be entitled to retroactive pay, an employee must be currently on the
14 active duty payroll at the time the collective negotiations agreement is executed,
15 except those who have died or retired, in which case retroactive pay shall be
16 made to the employee's estate or to the retiree on a prorated basis, as the case
17 may be. Any employee who has resigned or who has been terminated is not
18 entitled to retroactive pay.

19 **10-2. Merit Increment**

20 The City agrees that the decision to withhold a merit increment is subject
21 to binding arbitration and the burden of proof to warrant a withholding of an
22 increment is with the City in such proceeding.

1 **10-3. Longevity**

2 For employees hired prior to January 1, 1994, the City shall pay longevity,
3 subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees
4 having completed the following years of service in the following amounts:

5	10 years of service	\$500
6	15 years of service	\$1,000
7	20 years of service	\$1,300
8	25 years of service	\$1,600

9 Longevity pay shall be paid for the full calendar year only and shall be
10 paid to such employees who will qualify for longevity pay through years of
11 service on or before June 30th of the calendar year.

12 Bargaining unit employees hired on or after January 1, 1994 shall have no
13 right or entitlement to any longevity pay.

14 **10-4. Exception to Longevity System**

15 The City agrees to the following exceptions to the longevity payment
16 system of 10-3:

17 (a) Any employee who is receiving a longevity payment in excess of the
18 schedule in 10-3 at the time of the execution of this Agreement will continue to
19 receive the amount until he qualifies for a higher amount on that schedule.

20 **ARTICLE XI**

21 **SICK LEAVE/PERSONAL DAYS/SUPERVISOR DAYS**

22 11-1. Leaves of absence other than sick leave shall be as set forth in
23 Section 11:9-6 of the Municipal Code of the City of Plainfield.

1 **11-2. Sick Leave**

2 A. Allowance for accumulated sick leave shall be on the basis of
3 an 8.4 hour day for those days accumulated beginning January 1, 1973, and on a
4 basis of a twelve (12) hour day prior to January 1, 1973.

5 B. Sick leave may be used by employees who are unable to
6 work because of:

7 1. Personal illness or injury;

8
9 2. Exposure to contagious disease;

10
11 3. Emergency reasons (Up to five (5) working days in
12 one calendar year without the approval of the Director of Public Affairs and
13 Safety, may be used for emergency reasons which might include care for a sick
14 family member of the employee's immediate family (defined herein for purposes
15 of this Section as spouse, child, legal ward, grandchild, foster child, father,
16 mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law,
17 mother-in-law and other relatives residing in the employee's household.);

18
19 4. Death in the employee's immediate family for a
20 reasonable period of time;

21
22 5. By a handicapped employee for absences related to
23 the acquisition or use of an aid for the handicapped when the aid is necessary to
24 function on the job. In such cases, reasonable proof may be required by the City.

25
26 6. Family Medical leave for the employee or a
27 seriously ill member of the employee's family shall be provided in accordance
28 with the Federal and State Family Medical Leave Acts.

29
30 B. New employees shall only receive one working day for the
31 initial month of employment if they begin work on the first through the eighth

32

33

1 day of the calendar month, an one-half of a working day if they begin on the
2 ninth through the twenty-third of the month.

3 D. After the initial month of employment and up to the end of
4 the first calendar year, employees shall be credited with one working day for
5 each month of service. Thereafter, at the beginning of each calendar year in
6 anticipation of continued employment, employees shall be credited with 15
7 working days.

8 Effective January 1, 1997, payment of accumulated sick leave under the
9 provisions of this Article shall be capped in the amount of \$15,000.00, regardless
10 of the number of such days accumulated. The six (6) months leave of absence set
11 forth in section 11-3 shall be excluded from the cap herein.

12 E. Paid sick days shall not accrue during a leave of absence
13 without pay or suspension.

14 F. An employee who exhausts all paid sick days in any one
15 year shall not be credited with additional paid sick leave until the beginning of
16 the next calendar year.

17 G. When an employee is absent from work because of illness
18 for more than five consecutive days, his supervisor may require the employee to
19 submit a certificate from a physician relating to his/her illness. The City may
20 require proof of illness of an employee on sick leave at any time that it appears
21 reasonable. Abuse of sick leave shall be cause for disciplinary action.

1 H. The City Administrator may schedule medical examinations
2 for all employees annually or more frequently if required.

3 11-3. Upon regular or special retirement, a Fire Officer shall be entitled to
4 utilize up to six (6) months leave of absence with pay immediately prior to the
5 effective date of retirement and have such time charged against his accumulated
6 and unused sick leave days. A letter of commitment to retire must be signed by
7 the Fire Officer and submitted to the Fire Chief prior to granting this leave of
8 absence. A notice of intent to retire must be submitted to the Fire Chief at least
9 thirty (30) days in advance of the start of this leave of absence. The balance of his
10 sick leave days thereafter shall be paid at the time of retirement on the basis of
11 one-third (1/3) day per full day of verifiable sick leave accumulated and not
12 previously used. Vacation and sick time shall not accrue during this retirement
13 leave of absence.

14 11-4. Upon a work incurred disability which results in retirement, a Fire
15 Officer shall be entitled to be paid up to one (1) year unless extended by the City.
16 Thereafter, he shall receive payment for all accumulated and unused sick leave
17 days, if any, on the basis of one-third (1/3) day per full day.

18 Upon a non-work disability, a Fire Officer shall utilize his accumulated
19 and unused sick leave for the period of his absence from duty. Upon retirement
20 as a result of such disability, he shall be entitled to receive payment for all
21 accumulated and unused sick leave days, if any, on the basis of one-third (1/3)
22 day per full day.

1 Upon separation from service in good standing, other than retirement or
2 death, a Fire Officer shall be entitled to pay on the basis of one-quarter (1/4) day
3 per full day of verifiable sick leave accumulate and not previously used.

4 In the event of death, the Fire Officer's estate shall be entitle to
5 compensation on the basis of the one-third day of verifiable sick leave
6 accumulated and not previously used.

7 11-5. For the purposes of payment for accumulated sick leave (and
8 vacation leave to the extent permitted to be carried over from the previous year)
9 under this Article, unused sick and vacation leave accumulated in 1982 or prior
10 to 1982 will be paid at the 1982 salary rate. All unused sick and vacation leave
11 accumulated in subsequent years will be paid at the salary rate earned during the
12 year in which it is accumulated.

13 Accumulated sick leave will be drawn upon a first-in-first out basis.

14 **11-6. Personal Days**

15 A Fire Officer shall be entitle to utilize four (4) personal days. The first
16 two (2) personal days utilized by the Fire Officer shall not be charged to the
17 Officer's accumulated sick/vacation time. The first two (2) personal days are non
18 cumulative and cannot be carry over. Use of these two personal days shall be on
19 a manpower permitting basis.

20 The remaining two (2) personal days shall be charged to the Officer's
21 accumulated sick leave balance. In the event such personal days are not used by

1 the end of the calendar year, the two (2) days shall be credited back to the
2 Officer's accumulated sick leave balance for future use or banking.

3 Procedures for use of all personal days shall be on a manpower-
4 permitting basis, within the same established guidelines as used in granting of
5 compensatory time.

6 **11-7. Supervisor Days**

7 Effective January 1, 1991, each employee will be permitted one
8 supervisor's day which shall be utilized in the same manner as compensatory
9 time due.

10 Effective January 1, 1992, supervisor's days shall be increased to two days
11 per year.

12 Supervisor's days may not be accumulated from year to year.

13 **ARTICLE XII**

14 **OVERTIME**

15 12-1. Where possible, overtime will be assigned on a voluntary, rather
16 than on a mandatory basis. The overtime list will be posted in advance, unless
17 emergency conditions prohibit it and the Fire Officers will be permitted to
18 arrange for exchange at their request.

19 12-2. All Fire Officers shall be compensated at the time and one-half rate,
20 either in cash or compensatory time off at the employee's sole option, for all time
21 worked beyond the regular scheduled work hours or on a regularly scheduled
22 day off. If the employee elects to receive cash compensation, then such monies

1 earned within the transmittal period shall be provided in the paycheck no later
2 than the next transmittal period. If the employee elects to receive compensatory
3 time off, then said compensatory time off shall be accumulated in a
4 compensatory time off bank (one and one-half hours added to the compensatory
5 time off for each hour of overtime worked) and such compensatory time off shall
6 be used upon the employee's request and in accordance with all applicable laws
7 governing use of compensatory time.

8 12-3. All Fire Officers shall be entitled to a minimum of two (2) hours
9 pay if called back to work after completion of the regular tour of duty. The City
10 shall have the right to require Fire Officers to work the full two (2) hours,
11 provided there is work to be performed within their job classification.

12 ARTICLE XIII

13 INSURANCE PROTECTION

14 13-1. The City shall pay the entire cost of the Traditional Plan
15 (hospitalization, medical/surgical and major medical coverage administered by
16 Horizon Blue Cross Blue Shield of New Jersey) for all employees and their
17 eligible dependents covered by this Agreement. For those employees choosing
18 to participate in the New Jersey Plus plan, (hospitalization, medical, surgical and
19 major medical coverage administered by Horizon Blue Cross/Blue Shield) or the
20 various Health Maintenance Organization Plans (hospitalization, medical
21 surgical and major medical coverage administered by group practice or
22 individual practice health insurance carriers) options instead of the Traditional

1 Plan, the City's financial obligation shall be no higher than the cost of the
2 corresponding Traditional Plan.

3 13-2. In addition to any and all other life insurance coverage currently
4 afforded to uniformed members of the Fire Division by virtue of their
5 participation in the Police and Firemen's Retirement System, or any other like
6 system, the City will provide each Fire Officer who has completed five (5) years
7 of service with a paid group life insurance policy of a face value of Four
8 Thousand (\$4,000.00) dollars.

9 **13-3. Non-Job Related Disability Income Protection**

10 Those Fire Officers who have not yet completed four (4) years of service
11 will be provide a long term disability insurance plan, which will provide income
12 of fifty (50%) percent of the employee's present salary following the utilization of
13 all sick and vacation leave that would be forthcoming or a one hundred eighty
14 (180) day waiting period, whichever is longer. In the event that an employee
15 exhausts his or her accumulated sick and vacation leave prior to the expiration of
16 the one hundred eighty (180) days waiting period, the City agrees to pay fifty
17 (50%) percent of the employee's salary up to the expiration of the one hundred
18 eighty (180) day waiting period. Such payment of fifty (50%) of salary will be
19 provided following determination by the City physician that the employee's
20 illness or injury is of sufficient quality and duration that it could qualify the
21 employee for long term disability coverage. After the completion of five (5) years

1 of service, the long term disability income insurance coverage will terminate and
2 employee will be provide group life insurance as provided in Section
3 13-2.

4 13-4. Fire Officers with more than four (4) years of service are covered
5 for disability income under the Police and Firemen's Retirement System
6 providing that the employee retires as a result of the disability. The City agrees
7 to provide a supplemental disability income insurance plan to Fire Officers with
8 more than (5) years of service. Such plan shall provide, when combined with
9 other existing benefits, at least fifty (50%) of the employee's salary. Such plan
10 will not become effective until such time as the employee has exhausted all of his
11 or her sick leave and vacation leave and will provide coverage from the time of
12 exhaustion of benefits up to one (1) year from the time the injury or illness
13 commenced. Such payment shall be fifty (50%) percent of salary and will be
14 provided following a determination by the City physician that the employee's
15 illness or injury is of sufficient quality and duration that it could qualify the
16 employee for long term disability coverage.

17 13-5. If negotiations with other bargaining units results in changes in
18 health coverage, the parties to this Agreement agree to immediately reopen this
19 Agreement for the purpose of negotiating similar changes to the insurance
20 coverage set forth in this Article.

21 **13-6. Coverage Upon Death or Retirement**

22 A. The City agrees to continue health insurance coverage for

1 spouse and dependents for those employees who die while actively employed
2 for a period of one (1) year provided, however, that said employee has coverage
3 at the time of death.

4 B. The City agrees at its sole expense to continue the health
5 insurance coverage for employee, spouse and eligible dependents for those
6 employees who retire, as such retirement is defined by P.F.R.S. Said health
7 insurance coverage shall be the same coverage as provided to City employees.

8 13.7. The City reserves the right to change its health insurance plan at
9 any time provided that benefits are equal to or better than the benefits then in
10 effect. The City shall give thirty (30) days prior notice to the FOA of any such
11 change.

12 **ARTICLE XIV**

13 **VACATION AND HOLIDAYS**

14 14-1. Vacation time shall be earned as follows:

15 0 through 1 st year	16 1 working day per month during 17 first calendar year of service
18 Commencing the 2 nd through 19 5 th year	20 16 working days
21 Commencing the 6 th through 22 10 th year	23 19 working days
24 Commencing the 11 th through 25 15 th year	26 22 working days
27 Commencing the 16 th through 28 20 th year	29 25 working days

1 Commencing the 21st year or
2 more 29 working days
3

4 For purposes of computing years of service for vacation leave, anyone
5 whose date of hire falls between January 1st and September 30th, inclusive, is
6 entitled to count that period as a year of service. Vacation shall be computed on
7 a calendar year basis, i.e., January 1st to December 31st.

8 Employees shall not be eligible to take earned vacation leave unless they
9 have been employed for six consecutive months.

10 Vacation entitlement must be taken during the calendar year in which it is
11 earned unless special permission is given by the City to carry it over.

12 It is understood that a good faith estimate of funds will be appropriated in
13 the Fire Division's overtime account to guaranty adherence to vacation
14 schedules.

15 Vacation schedules will be based upon no more than five employees
16 simultaneously on vacation, provided that the employee complement permits a
17 two-man buffer on each platoon. If the employee complement does not permit a
18 two-man buffer in a particular platoon, the maximum number of employees
19 simultaneously on vacation shall be reduced to four (4). The City and Fire
20 Officers will negotiate the procedures to be utilized in designating vacation
21 periods.

22 14-2. As provided in Section 11:9 of the Municipal Code, vacation leave

1 will be calculated on the basis of an 8.4 hour day. Employees will have thirteen
2 (13) holidays per year. Eight (8) of the holidays shall be taken as vacation days in
3 addition to the schedule in 14-1 and five (5) of the thirteen (13) holidays may be
4 taken as vacation days in the same manner, or as "paid days." Employees shall
5 advise the Fire Chief of their intention to treat the five (5) holidays as vacation
6 days or "paid days" by February 1st, so that the City may budget its financial
7 obligations accurately. The payment for paid days will be in the first regular pay
8 of December. Holiday routine and Sunday routine duties will be in effect as
9 provided in Section 10 of General Order 1:14 which is attached and made a part
10 of this Contract, except that Sunday routine shall not pertain to Saturdays.

11 14-3. Fire Officers assigned to a normal five (5) day week shall receive
12 thirteen (13) holidays per section 11:9 of the Plainfield Municipal Code with no
13 paid days option. Effective January 1, 1985, Fire Officers assigned to a normal
14 five (5) day week shall have the option to cash in as paid days five (5) of the
15 thirteen (13) paid holidays pursuant to Article 14-2.

16 **ARTICLE XV**

17 **MISCELLANEOUS**

18 15-1. This Agreement and the terms and conditions of employment set
19 forth herein constitutes the City policy for the term of said Agreement, and the
20 City shall carry out the commitments contained herein and give them full force
21 and effect as terms and conditions of employment which cannot be unilaterally
22 changed.

1 15-2. If any provision of this Agreement or any application of this
2 Agreement to any employee, member or group of employees or members is held
3 to be invalid by operation of law, by any Court, administrative body or other
4 tribunal of competent jurisdiction, then the parties agree to reopen negotiations
5 with respect to the impact of such invalid provision consistent with the law
6 relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3,
7 et seq.; however, all other provisions and applications contained herein shall
8 continue in full force and effect and shall not be affected thereby.

9 15-3. The City and the FOA agree that there shall be no discrimination
10 and that all practices, procedures and policies of the Fire Division shall clearly
11 exemplify there is no discrimination in the hiring, transfer, or discipline of Fire
12 Officer personnel on the basis of race, creed, religion, national origin, marital
13 status or sex. Nothing in this section shall prohibit the City from complying with
14 its legal or moral obligations with regard to federal, state or local Affirmative
15 Action laws.

16 15-4. It is expressly agreed and understood that the City and the FOA
17 shall be bound by the present Personnel Ordinances as modified by the terms of
18 this Contract, regardless of whether same is repealed or amended, unless both
19 parties agree to said repeal or amendments.

20 15-5. Copies of this Agreement together with a copy of the City
21 Personnel Code shall be reproduced at the expense of the City within thirty (30)
22 days after the Agreement is signed and shall be available for examination by all

1 Fire Officers now employed, hereafter employed or considered for employment
2 by the City.

3 15-6. If there is any conflict between the terms of this Agreement and any
4 Ordinance hereafter enacted, the terms of this Agreement shall prevail.
5 Reference to "any Ordinance" shall mean those Ordinances in effect at the time
6 of the adoption of this Agreement. Amendments to such Ordinances subsequent
7 to the adoption of this Agreement referring to matters contained herein, shall
8 have no effect upon this Agreement without consent of all parties hereto.

9 15-7. When any Officer of the Fire Division, except Deputy Fire Chief, is
10 designated by order of the Fire Chief to serve in the capacity of and perform the
11 functions of a higher grade member of the Division for a period of eight (8)
12 consecutive duty hours in a forty-two (42) hour work week, he shall receive for
13 each hour served in said higher grade the compensation provided for said higher
14 grade as provided in Section 11:7-5(d) of the Municipal Code of the City of
15 Plainfield. It is understood that these provisions shall not apply to the Deputy
16 Chief since takeover for the Fire Chief is considered part of their regular
17 functions.

18 15-8. In the event there is an absence of thirty (30) calendar days
19 or less, the employment of an Acting Deputy Chief shall be made from within
20 the affected platoon; the appointment to the position of Acting Captain shall be
21 made from within the affected company. In either case, the list promulgated by
22 the Department of Personnel shall be inapplicable.

1 In the event of an absence of more than thirty (30) days, the acting
2 appointment shall be rotated every thirty (30) days. For example, in the event a
3 Lieutenant is out eight (80) consecutive days, the number one man on the
4 existing certified list promulgated by the Department of Personnel of firefighters
5 eligible for promotion to Lieutenant shall be appointed for a period of thirty (30)
6 days. He will then be replaced by a second man on the list. The third man on
7 the list who works twenty (20) days, will receive an additional ten (10) days as an
8 acting officer at the time the next vacancy exists. If there is no promulgated list,
9 then rotation from within the affected platoon (if Deputy Chief) or affected
10 company (if Captain) every thirty (30) calendar days based on seniority within
11 rank.

12 15-9. The City shall provide all necessary uniforms when
13 individually needed due to fire service activity and not strictly on a time limit
14 schedule.

15 Effective January 1, 2001, all uniformed employees shall receive a Five
16 Hundred (500) dollar payment annually as reimbursement for the maintenance
17 of their uniforms. The payment shall be made in December of the year.

18 15-10. The City agrees that the Fire Chief and the Director of the
19 Department of Public Affairs and Safety, prior to promulgating any change in the
20 Departmental Rules and Regulations, shall first meet with the Executive
21 Committee of the FOA to discuss these changes and shall agree to take the
22 Committee's view into consideration prior to implementing said changes.

1 15-11. Fire Officers will not be subject to the provisions of Section
2 11:9-11(c) of the Plainfield Municipal Code. This section of the Code refers to the
3 accumulation of sick and vacation benefits while out on job-related sick or injury
4 leave.

5 15-12. Effective January 1, 1986, the City will provide a tax-
6 sheltered annuity deduction system whereby each employee may deduct up to
7 ten (10%) of gross salary and apply it to a tax-sheltered annuity program to be
8 designated by the City.

9 15-13. The City shall provide the means for direct bank deposit of
10 employee payroll checks for those who choose the option of direct bank deposit.

11 15-14. Upon advance notice and at reasonable times, any
12 bargaining unit employee may review his/her personnel file, unless confidential
13 by law. However, this appointment for review must be made through the Chief
14 of the Fire Division or his designated representative.

15 Whenever a written complaint concerning a bargaining unit employee or
16 his/her actions is to be placed in his/her personal file, a copy shall be made
17 available to the employee. The employee shall be given the opportunity to rebut
18 if he/she so desires, and the employee shall be permitted to place said rebuttal in
19 his/her file. When the employee is given a copy of the complaint, the
20 identification of the complainant shall be excised. However, if disciplinary
21 action is taken based on any complaint, then the employee shall be furnished
22 with all details of the complaint, including the identity of the complainant.

1 **16-2. Agency Shop Fee**

2 Any permanent employee in the bargaining unit on the effective date of
3 this Agreement who does not join the Union within thirty (30) days thereafter,
4 any new, permanent employee who does not join within thirty (30) days of initial
5 employment within the unit, and any permanent employee previously employed
6 within the unit who does not join within ten (10) days or re-entry into
7 employment with the unit shall, as a condition of employment, pay a
8 representation fee to the Union by automatic payroll deduction. The
9 representation fee shall be in an amount equal to eighty-five (85%) percent of the
10 regular FOA membership dues, fees, and assessments as certified to the City by
11 the FOA. The FOA may revise its certification of the amount of representation
12 fee at any time to reflect changes in the regular Union membership dues, fees
13 and assessments. The FOA's entitlements to the representation fee shall continue
14 beyond the termination date of this Agreement so long as the FOA remains the
15 majority representative of the employees in the unit, provided that no
16 modification is made in this provision by a successor Agreement between the
17 FOA and the City.

18 **16-3.** The FOA agrees that it will indemnify and save harmless the
19 City against any and all actions, claims, demands, losses or expenses (including
20 reasonable attorneys' fees) in any matter resulting from action taken by the City
21 at the request of the FOA under this Article.

1 ARTICLE XVII

2 DRUG POLICY

3 The City of Plainfield is committed to promoting high standards of health,
4 safety and efficient service. The City recognizes that each employee has the right
5 to come to work and perform his or her job in an environment that is free from
6 the illegal use of drugs. It is also in the best interest of the City and the public,
7 that employees be able to perform their duties, safely and efficiently. Therefore,
8 in harmony with the City's commitment to insure a drug free workplace, the
9 FOA has agreed to a Zero Drug Tolerance policy in accordance with the
10 guidelines established in Article XVII. As such Fire Officers shall not unlawfully
11 manufacture, distribute, dispense, possess or use a controlled dangerous
12 substance on or off the job; or be under the influence of a controlled substance,
13 not prescribed for him/her by a physician while on or off the job. Any Fire
14 Officer violating this policy shall be subject to termination via the disciplinary
15 process.
16

17 Section 1. Policy

18 17:1-1. It shall be the policy of the Plainfield Fire Division to continue to
19 provide for urinalysis/drug screening examinations for all applicants for the
20 position of Firefighter and that all advertisements and announcements for the
21 position of Firefighter shall clearly indicate that mandatory urinalysis/drug
22 screening is a requirement for the position.

1 17:1-2. The urinalysis/drug screening of permanently appointed Fire
2 Officers/Firefighters shall be required when there is a reasonable individualized
3 suspicion to believe that the Fire Officer/Firefighter is using illegal drugs.

4 17:1-3. The urinalysis/drug screening of a permanently appointed Fire
5 Officer/Firefighter may be performed as part of a regularly scheduled medical
6 examination.

7 17:1-4. Any Fire Officer/Firefighter who has undergone treatment for
8 substance abuse will sign a document authorizing unannounced random drug
9 testing as a condition of returning to work and remaining an employee of the
10 City of Plainfield.

11 **Section 2. Purpose**

12 17:2-1. It is the responsibility of the Plainfield Fire Division to insure that
13 those employees involved in the provision of public safety services to the City of
14 Plainfield are not involved in the use or abuse of controlled dangerous
15 substances, not only for the safety of the general community but for the safety of
16 fellow employees.

17 17:2-2. The purpose of this order is to provide all employees with
18 information on the methods and procedures for the urinalysis/drug screening
19 testing program, as well as establishing a procedure for any affected employee to
20 challenge the results of any urinalysis/drug screening test for illegal substances
21 and drug abuse that proves positive.

1 17:2-3. This order shall serve as notification to all permanently appointed
2 Fire Offices/Firefighters employed by the Plainfield Fire Division, that
3 urinalysis/drug screening shall be conducted whenever there is reasonable
4 individualized suspicion to believe that a Fire Officer/Firefighter is using illegal
5 drugs under the guidelines as set forth in this order.

6 17:2-4. This order shall serve as notification to all permanently appointed
7 Fire Officers/Firefighters employed by the Plainfield Fire Divisions that
8 urinalysis/drug screening may be conducted as part of a bona fide scheduled
9 physical examination.

10 **Section 3. Definitions**

11 17:3-1. The following definitions are provided for terms used in this
12 order.

13 A. Abuscreen (On-Line) Immunoassay Procedure - An initial
14 drug screen used to detect the presence of drugs.

15
16 B. Applicants - Any person who has entered into the
17 employment process for the position of Firefighter and any person who is in the
18 process of being rehired for the position of Firefighter.

19 C. Contractor - Agency designated by the Plainfield Fire
20 Division to conduct drug screening tests for the purpose of detecting illegal
21 drugs. No agency may be used which does not possess a valid New Jersey State
22 Department of Health clinical laboratory license with authorized toxicology

1 specialty. A copy of said license shall be provided to the FMBA/FOA prior to
2 the commencement of testing.

3 D. Drug Test - A urinalysis test administered under approved
4 conditions and procedures to detect the presence of drugs.

5 E. GC/MS - Gas chromatography/mass spectrometry; a
6 confirmatory test to confirm the presence of drugs. Shall always be used to
7 confirm an initial positive drug screen.

8 F. Positive Test Results - A positive test result shall be that
9 positive result obtained from the completion of the GC/MS confirmatory test.

10 G. Reasonable Individualized Suspicion - An apparent state of
11 facts or circumstances that would induce a reasonably intelligent individual to
12 believe that a specific condition, in this case the use of drugs, may exist.

13 H. Regularly Scheduled Physical Examination - Medical
14 examination rendered no more than once in any twelve (12) month period.
15 Notice of such examination shall be thirty (30) calendar days in advance and
16 such notice shall be valid for ninety (90) calendar days. Said medical
17 examination shall include at least:

- 18 i. Review of the medical history furnished by the
19 employee and a report of the items on the medical
20 examination form;
- 21 ii. Urinalysis;
- 22 iii. TB screening (Mantoux Test);

- 1 iv. Snellen eye screening examination;
- 2 v. Referral for an electrocardiogram, chest x-ray, blood
- 3 work or further urinalysis if the clinical evaluation
- 4 indicates the necessity.

5 I. Working Days - Relates to the individual Fire Personnel's

6 working tour.

7 **Section 4. General Rules**

8 17:4-1. Fire Division employees shall not possess or use any controlled

9 dangerous substance or any illegal drug while on duty or off duty, unless

10 properly prescribed by a licensed physician or dentist.

11 A. The refusal or failure of any applicant to submit a urine

12 sample for testing, when requested to do so, shall be the basis for rejection of the

13 applicant for the position of Firefighter.

14 B. A positive test result for the presence of any controlled drug

15 or substance, illegal drug or substance, or any prescription, or non-prescription

16 drug, not listed on the drug screening medication information form shall be the

17 basis for rejecting the applicant for the position of Firefighter.

18 17:4-3. Any employee who is ingesting any prescribed medication or over

19 the counter medication which impairs his/her ability to function effectively or

20 safely must notify his/her immediate supervisor via an M-13 prior to the start of

21 the work tour, indicating what the medication is, possible side effects and, if

22 prescribed, the name of the person prescribing the medication and the illness or

1 injury being treated. Based on the information provided and the potential effects
2 of the medication, the immediate supervisor may require the employee to report
3 off on sick leave until such time as competent medical authority may determine
4 whether or not the employee is fit for duty.

5 17:4-4. The City may take action to terminate any Fire Officer who is
6 using, distributing and/or found to be in possession of a controlled dangerous
7 substance on or off the job.

8 **Section 5. Members Affected**

9 17:5-1. All applicants for the position of Firefighter shall be tested for
10 drug use as part of their pre-employment screening process.

11 A. The refusal or failure of any applicant to submit a urine
12 sample for testing, when requested to do so, shall be the basis for rejection of the
13 applicant for the position of Firefighter.

14 B. A positive test result for the presence of any controlled
15 drug or substance, illegal drug or substance or any prescription or non
16 prescription drug not listed on the drug screening medication information form
17 shall be the basis for rejecting the applicant for the position of Firefighter.

18 17:5-2. Permanently appointed Employees in the position of Fire
19 Officer/Firefighter shall be tested for drugs or drug use when there is reasonable
20 individualized suspicion to believe that the Employee is using illegal drugs, and
21 only after it has been demonstrated that there is an objective basis for the

1 reasonable suspicion, and then only with the permission of the Fire Chief or in
2 his absence, the Acting Chief.

3 A. The following characteristics and/or factors may be used to
4 form or establish reasonable individualized suspicion as defined herein.

5 i. Physical impairment or incapacitation;

6 ii. Excessive absenteeism;

7 iii. Chronic lateness;

8 iv. Deterioration of work habits;

9 v. Reduced productivity;

10 vi. Confidential information concerning illegal drug use;

11 vii. A positive urinalysis result as the result of testing during a
12 bona fide medical examination;

13 viii. Involvement in a Fire Division vehicular accident, where
14 there is reasonable individualized suspicion that drug use may have been a
15 contributing factor.

16 xi. Uncharacteristic behavior patterns.

17 B. The refusal of an employee to submit to a urinalysis test
18 when so ordered, based on reasonable suspicion, shall be the basis for immediate
19 suspension, without pay, pending disciplinary action which may result in the
20 employee's termination from the Division.

21 C. Any Employee who produces a positive test result indicating

1 the presence of any illegal drug or substance or narcotic drug or substance or
2 unexplained prescription drug or substance, shall be subjected to disciplinary
3 action up to and including possible termination from the Division.

4 D. Receipt of confirmation from the testing laboratory of a
5 positive test result indicating the presence of any illegal drug or substance, any
6 narcotic drug or substance or unexplained prescription drug or substance, may
7 be the basis for immediate suspension, without pay, of the affected employee.

8 17:5-3. All employees in the position of Fire Officer/Firefighter currently
9 employed by the Fire Division may be subject to periodic urinalysis/drug
10 screening which shall be conducted as group testing, either by company, specific
11 unit or platoon, as part of a scheduled physical examination. Members of a
12 group scheduled for testing who are not present at the time of testing will be
13 tested in any subsequent group screening or may be tested individually.

14 A. During a regularly scheduled physical examination, the
15 refusal of an employee to submit to a urinalysis test shall be the basis for
16 immediate suspension, without pay, pending disciplinary action which may
17 result in the employee's termination from the Division.

18 B. Receipt of confirmation from the testing laboratory of a
19 positive test result indicating the presence of any illegal drug or substance, any
20 narcotic drug or substance or unexplained prescription drug or substance, may
21 be the basis for the immediate suspension, without pay, of the affected employee.

1 C. Any employee who produces a positive test result indicating
2 the presence of any illegal drug or substance, or narcotic drug or substance, or
3 unexplained prescription drug or substance, shall be subjected to disciplinary
4 action resulting in possible termination from the Division.

5 **Section 6. Laboratory Procedures**

6 17:6-1. The agency contracted by the City of Plainfield, Fire Division to
7 conduct urinalysis/drug screening will provide the Fire Division with proof that
8 the method used to perform the analysis for the presence of drugs will be:

9 A. Initial screening by Abuscreen (on-line) immunoassay
10 procedure.

11 B. Verification of all initial screening positive tests.

12 C. Confirmation analysis by GC/MS.

13 The following is a schedule of drugs that will be determined by the
14 testing procedure and the established levels that will be considered positive
15 readings:

16	Drug/Drug	RBL Screening Cut Off	GC/MS
17	Metabolite	(ng/ml)	Confirmation
18		<u>Abuscreen/EMIT</u>	<u>Cut-off (ng/ml)</u>
19			
20	Delta-THC-9		
21	Carboxylic Acid		
22	(Marijuana)	50/50	10
23			
24	Benzoyllecgonine		
25	(Cocaine)	300/300	200
26			
27			

	RBL Screening Cut Off (ng/ml)	GC/MS Confirmation Cut-off (ng/ml)
Drug/Drug Metabolite	Abuscreen/EMIT	
Morphine (Opiates)	300/300	100
Amphetamine	1,000/300	500
Barbiturates	200/300	200
Benzodiazepines	300/300	300
Phencyclidine (PCP)	25/75	20
Methaqualone	750/300	750

17:6-2. The schedule of drugs shall not be considered inclusive. It may be expanded to include other controlled dangerous substances or illegal drugs if in the opinion of the Fire Chief or the Director of Public Affairs and Safety it is necessary to do so. If the schedule of drugs is expanded by the addition of any other illegal or controlled dangerous substance, then the schedule will also define the established level that will be considered a positive reading for the additional substance. Expansion of the schedule shall be subject to mutual agreement between the City and the FMBA/FOA.

Section 7. Specimen Acquisition Procedures

17:7-1. The Staff Services Bureau is the unit of the Fire Division which shall arrange for obtaining a urine sample for the purposes of urinalysis/drug screening.

1 17:7-2. The following are guidelines for collecting specimens:

2 A. Prior to submission of a urine sample, the Fire
3 Officer/Firefighter shall complete a Drug Screening Information Form providing
4 all the information as requested on the form.

5 B. The official monitor shall be responsible for ensuring that all
6 required forms for the specimen acquisition have been accurately and
7 thoroughly completed.

8 C. Prior to submission of the urine sample, the official monitor
9 and the Fire Officer/Firefighter shall inspect the specimen bottle to insure that
10 the specimen bottle has not been tampered with. If there is doubt in this regard,
11 the specimen bottle shall be replaced by the official monitor.

12 D. Urine samples will be processed in accordance with
13 accepted chain of evidence procedures. Throughout the acquisition process, the
14 identity of the Fire Officer/Firefighter shall be preserved through the use of the
15 social security number in lieu of the person's name on all forms submitted to the
16 laboratory with the urine sample.

17 E. The Fire Officer/Firefighter shall complete all information
18 requested on the specimen bottle label and on the laboratory chain of custody
19 form.

20 F. After the official monitor has inspected the information for
21 accuracy, the Fire Officer/Firefighter shall void at least 50 milliliters of urine into
22 the specimen bottle.

1 G. The Fire Officer/Firefighter shall void the urine sample in
2 the presence of the official monitor in a recognized rest room in Fire
3 Headquarters or at the testing contractor's place of business.

4 H. After collection, the Fire Officer/Firefighter shall make sure
5 the lid is tight.

6 I. The official monitor shall then seal the bottle with
7 "confidentially" tape in the presence of the person giving the sample. The tape
8 shall be applied across the top of the bottle and down the sides so as not to
9 obscure the label.

10 J. The Fire Officer/Firefighter will then initial the tape once it
11 is in place.

12 K. The official monitor will now mark the appropriate box on
13 the chain of custody form and sign in the space provided, attesting that proper
14 procedure was observed in collection and sealing of the sample.

15 L. The sealed specimen bottle and the original of the request
16 form will now be placed in the chain of custody bag and the bag sealed.

17 M. The second copy of the form will then be folded and placed
18 in the outside pocket of the bag.

19 17:7-3. Samples may only be taken at a recognized restroom within Fire
20 Division Headquarters or at the testing contractor's place of business. If the
21 sample is to be obtained at the testing contractor's place of business, the

1 employee shall be escorted to that location by a member of the Staff Services
2 Bureau.

3 17:7-4. The only person who will be in attendance during the sampling
4 process shall be a monitor who is of the same sex as the employee/applicant
5 contributing the sample, and, if necessary, a sworn member of the Staff Services
6 Bureau, who shall also be of the same sex as the employee/applicant
7 contributing the sample.

8 17:7-5. The contractor shall be responsible for the chain of custody of the
9 sample and for all necessary transportation of the sample to the designated
10 testing facility.

11 17:7-6. In the event that an original sample is in any way contaminated or
12 proves to be of insufficient quantity for complete testing, that employee may be
13 requested to provide another sample, either as a member of a subsequent group
14 test or individually.

15 17:7-7. In the case of permanently appointed Fire Officers/Firefighters, at
16 the time that a urine sample is provided the employee may request that a second
17 sample be taken for storage and possible future challenge.

18 A. The second sample shall be provided at the same time the
19 first sample is taken.

20 B. The same security and chain of custody procedures used on
21 the first sample will be used on the second.

1 C. The secured second sample will be stored with the
2 contractor in a frozen state for up to one year after a positive test.

3 **Section 8. Specimen Results**

4 17:8-1. The contractor shall communicate all laboratory analysis results to
5 the Director of Public Affairs and Safety or the Fire Chief via certified copy of the
6 final results in an appropriate mailer or envelope marked confidential. The final
7 results will be reviewed by the Director of Public Affairs and Safety and the Fire
8 Chief. Each employee, upon whom a final result has been rendered, shall be
9 notified of such result by the Chief, or his designee.

10 17:8-2. Final laboratory reports indicating negative results of the
11 urinalysis/drug screening may be reviewed by the employee who contributed
12 that specific sample, if the employee submits a request in writing through the
13 chain of command within five working days of notification or receipt of the final
14 results by the Fire Chief. An employee may not receive a copy of the results but
15 shall be entitled to initial the results provided him.

16 17:8-3. In the case where secondary urine sample were taken, and the
17 primary sample test proves negative, the secondary sample will be discarded.

18 17:8-4. Whenever any sample results in a final laboratory test which is
19 positive for the presence of an illegal or controlled dangerous substance included
20 on the schedule of drugs:

1 A. The employee shall be notified as soon as practical, in
2 person by the Fire Chief or, in his absence, the on-duty Deputy Chief, as soon
3 as possible thereafter, in writing, advising the employee of the results of the test.

4 B. It shall be at this time that the employee will have an
5 opportunity to state if there are any medical reasons why certain drugs were
6 found in his system. Medical proof shall be in a form designated by the Fire
7 Chief, and shall be presented in his office by the time specified by the Chief.

8 C. Instances of positively confirmed illegal substances in
9 the specimen may be discussed with the physician of the City of Plainfield.

10 **Section 9. Employee Challenge**

11 17:9-1. An employee who provided a secondary urine sample may
12 challenge the results of any positive test result by making written application to
13 the Director of Public Affairs and Safety, through the chain of command, within
14 ten (10) working days after being notified of the positive test results. An
15 employee who challenges the results shall:

16 A. Make arrangements for the testing of the secondary urine
17 sample by the GC/MS method of screening and confirmation with the Fire
18 Division's contractor.

19 B. The employee shall accompany or provide an agent acting
20 on their behalf to accompany a member of the Staff Services Bureau to the testing
21 firm contracted by the Plainfield Fire Division. All cost incurred shall be borne

1 by the employee concerned unless the second sample shall prove negative, in
2 which event the City shall bear the cost incurred.

3 C. The employee shall ensure that the testing firm provides a
4 certified copy of the test results directly to the Director of Public Affairs and
5 Safety and/or the Fire Chief.

6 D. Any scheduled disciplinary proceeding shall be postponed
7 until the results of the urinalysis/drug screening performed by the testing firm
8 and are received by the Director of Public Affairs and Safety and/or the Fire
9 Chief. In the event the second sample proves negative, disciplinary proceedings
10 shall be terminated and the results of the positive test shall be expunged from the
11 employee's file.

12 E. Unless the employee conforms to the procedure as outlined
13 in Section 9 of this order, the secondary test results will not be accepted by the
14 City of Plainfield for the Fire Division.

15 Section 10. Continuation of Health Benefits.

16 In the event an employee is terminated as a result of a positive drug
17 screening, so as not to interfere with the employee's rehabilitation treatment, the
18 City agrees to continue the employee's health benefit coverage for a period of
19 sixty days following the effective date of termination.

20 ARTICLE XVIII

21 DURATION OF AGREEMENT

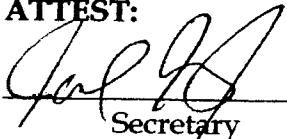
1 18-1. This Agreement shall be effective January 1, 2003 and shall
2 continue in effect through December 31, 2006, subject to negotiation of a
3 successor Agreement as provided in Article II.

4 18-2. Subject to good faith negotiations by both parties, this Agreement
5 shall be extended until a new Agreement has been negotiated.

6 IN WITNESS WHEREOF, the FOA has caused this Agreement to be
7 signed by its President and Secretary and the City has caused this Agreement to
8 be signed by its Mayor and attested to by the City Clerk and its corporate seal
9 placed thereon, on the day and year first below written.

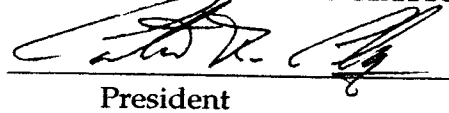
10

11 ATTEST:

12 
13 _____
14 Secretary

15 3/8/05
16 _____
17 Date

FIRE OFFICERS' ASSOCIATION

18 
19 _____
20 President

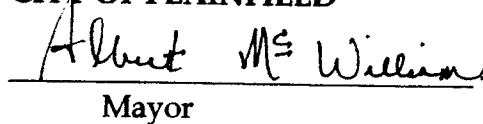
21 3/8/05
22 _____
23 Date

24 ATTEST:

25 _____
26 City Clerk

27 _____
28 Date

CITY OF PLAINFIELD

29 
30 _____
31 Mayor

3/29/05

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ATTACHMENT B

GENERAL ORDER 1:14

Section 10. ROUTINE. SUNDAYS AND HOLIDAYS

Routine duties are modified certain days of the year to provide and meet all requirements and responsibilities of the Fire Division in maintaining alarm response, clean and serviceable equipment at all times.

10.1 HOLIDAYS ROUTINE

(a) Holiday routine shall prevail on:

1. Martin Luther King Birthday
2. New Year's Day
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Easter Sunday
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veteran's Day
12. Thanksgiving Day
13. Christmas Day

(b) The following minimum duties shall be performed by on-duty personnel on "Holidays".

1. Alarm or incident responses and activities.
2. Radio test, inspections of apparatus and equipment.
3. Safety Patrol activities.
4. Public Assembly inspections.

- 1 5. Special assignments, such as participation in public events.
2 6. Necessary housekeeping to maintain clean and sanitary
3 conditions at all stations.

4 **10.2 SUNDAY ROUTINE**

5 (a) Sunday routine shall prevail on Sundays beginning at 1000 hours
6 and on those days on which the City Hall offices are closed other than those days
7 enumerated in Section 10-1 above.

8 (b) The following minimum duties shall be performed by on-duty
9 personnel on "Sundays":

- 10 1. Alarm or incident responses and activities.
11 2. Radio test, inspections of apparatus and equipment.
12 3. Training activities as scheduled.
13 4. Safety Patrol activities.
14 5. Public Assembly inspections.
15 6. Special assignments, such as participation in public events.
16 7. Necessary housekeeping to maintain clean and sanitary
17 conditions at all stations.
18 8. Equipment maintenance check.

19
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ATTACHMENT A - FMBA SALARY GUIDE

	Jan-Dec. 2003	Jan.- Dec. 2004	Jan-Dec. 2005	Jan-Dec 2006	Jan-Dec 2007
COLA	3.25%	3.85%	3.95%	4%	4.25%
1	41280	42,869	44,563	46,345	48,315
2	45070	46,805	48,654	50,600	52,751
3	48860	50,741	52,745	54,855	57,187
4	52650	54,677	56,837	59,110	61,622
5	56439	58,612	60,927	63,364	66,057
6	60229	62,548	65,018	67,619	70,493
7	64016	66,481	69,107	71,871	74,925

Salary Ranges for Firefighters hired on or after 1/1/98	Jan-Dec. 2003		Jan-Dec. 2004		Jan-Dec. 2005		Jan-Dec 2006		Jan-Dec 2007	
	Step	COLA	Step	COLA	Step	COLA	Step	COLA	Step	COLA
		3.25%		3.85%		3.95%		4%		4.25%
	Cadet	33171	34,448	35,809	37,241	38,824	42,747	46,671	57,187	61,622
	1	36523	37,929	39,427	41,004	42,747	44,768	54,855	66,057	70,493
	2	39875	41,410	43,046	44,768	46,671	54,855	66,057	70,493	74,925
	3	48860	50,741	52,745	54,855	57,187	61,622	66,057	70,493	74,925
	4	52650	54,677	56,837	59,110	61,622	66,057	70,493	74,925	74,925
	5	56439	58,612	60,927	63,364	66,057	70,493	74,925	74,925	74,925
	6	60229	62,548	65,018	67,619	70,493	74,925	74,925	74,925	74,925
	7	64016	66,481	69,107	71,871	74,925	74,925	74,925	74,925	74,925

LONGEVITY SCHEDULE

Firefighters hired prior to 1/1/94	
Yrs. Of Service	Lgty Amount
10	\$500
15	1,000
20	1,300
25	1,600

Firefighter hired after 1/1/94	
Yrs. Of Service	Lgty Amount
10	\$400
15	\$400
20	\$400
25	\$400