

Contract no - 1358

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**AGREEMENT**

**between**

**CITY OF PLAINFIELD**

**in the County of Union**

**and**

**BRANCH NO. 7 FIREMEN'S MUTUAL**

**BENEVOLENT ASSOCIATION (FMBA)**

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**EFFECTIVE: January 1, 1990 through December 31, 1992**

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PREAMBLE

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 BRANCH NO. 7 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter called the "FMBA."

W I T N E S S E T H:

WHEREAS, the City and FMBA recognize and declare that providing quality fire protection for the City is 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 FMBA as the representative 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:

#### ARTICLE I

##### RECOGNITION

1-1. The City hereby recognizes the FMBA as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all sworn fire personnel, excluding Fire Officers, 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. In accordance with N.J.A.C. 19:12-2.1(a), parties to a collective negotiations Agreement shall commence negotiations for a successor Agreement no later than one

hundred twenty (120) days prior to the public Employer's required budget submission date. Any Agreement so negotiated shall apply to all Firefighters 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 FMBA Negotiations 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 problems that may arise. These meetings are not intended to by-pass the grievance procedure.

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

(c) All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the Firefighters involved are free from assigned responsibilities, unless otherwise agreed.

(d) Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and be adopted by both parties.

2-3. Except as this Agreement shall otherwise provide, all benefits, terms and conditions of employment applicable on the effective date of this Agreement to Employees covered by this Agreement, as established by the rules and regulations or policies of the City in force on said date,

shall continue to be applicable during the term of this Agreement, nor shall this Agreement be interpreted or applied so as to eliminate, reduce or detract from fringe benefits existing prior to its effective date. This Agreement shall, however, supersede any prior written Agreement between the parties covering the same subject matters, and any inconsistent written Agreement between the City and the FMBA or an individual Employee covered by this Agreement is hereby superseded.

2-4. The City agrees not to negotiate concerning said Employees in the negotiation unit, as defined in Article I of this Agreement, with any organization other than the FMBA for the duration of this Agreement.

2-5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### 3-1. Grievance Definition

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

(b) Minor disciplinary action as is defined by the Department of the Civil Service Commission and which is reduced to writing shall be subject to the grievance

procedure. Grievances of this nature shall commence at Step Five.

3-2. Purpose

(a) The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of the Agreement, or other conditions of employment and to provide an exclusive vehicle for the settlement of Employee grievances.

(b) No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.

3-3. Steps of the Grievance Procedure - Employee

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, with the exception of major disciplinary action and other matters which are cognizable under Civil Service law, rules and regulations, which shall proceed for resolution, if any, in accordance with those Civil Service rules and regulations. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by mutual consent:

Step One:

Whenever an Employee has a grievance, he shall institute action under the provisions hereof within thirty (30) calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the

differences between the aggrieved Employee and his Company Commander, for the purpose of resolving the matter informally. The grievance shall be in writing. Failure to act within the said thirty (30) calendar days shall be deemed to constitute an abandonment of the Employee's rights under Step Seven under this Subsection. The Company Commander shall attempt to resolve the grievance within ten (10) calendar days after it has been presented to him.

Step Two:

When an Employee is informed by his Company Commander that he is unable to arrange a mutually satisfactory solution to the grievance or the suggested solution is unacceptable to the Employee, the Employee must, if he wishes to present the grievance to a higher authority, forward the written grievance to the Platoon Commander within ten (10) days and notify the Company Commander to whom the grievance was first submitted. Within two (2) working days the Company Commander will report in writing to the Platoon Commander the facts and events leading up to the grievance by the Employee. The written grievance shall include an explanation as to why the grievant is unsatisfied with the solution suggested by the Company Commander.

Step Three:

The Platoon Commander will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. If the grievant is unsatisfied with the answer



to the grievance by the Platoon Commander, the grievant shall notify the Fire Chief within five (5) days of receiving the answer from the Platoon Commander. Such notification shall be in writing and include an explanation as to why the grievant is unsatisfied with the answer by the Platoon Commander.

Step Four:

The Fire Chief will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. If the grievant is unsatisfied with the answer to the grievance by the Fire Chief, the grievant shall notify the Director of Public Affairs and Safety in writing within five (5) days of receiving the answer from the Fire Chief. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer by the Fire Chief.

Step Five:

The Director of Public Affairs and Safety will attempt to find a mutually satisfactory solution to the grievance within ten (10) working days. If the grievant is unsatisfied with the answer to the grievance by the Director of Public Affairs and Safety, the grievant shall notify the City Administrator in writing within ten (10) days of receiving the answer from the Director of Public Affairs and Safety. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer provided by the Director of Public Affairs and Safety.

Step Six:

The City Administrator will attempt to find a mutually satisfactory solution to the grievance within ten (10) days. If the grievant is unsatisfied with the answer to the grievance by the City Administrator, the grievant shall notify the Mayor in writing within ten (10) days of receiving the answer from the City Administrator. Such notification shall include an explanation as to why the grievant is unsatisfied with the answer provided by the City Administrator. The Mayor will have ten (10) working days to consider and formally act on the grievance.

Step Seven:

In the event the matter has not been satisfactorily resolved at Step Six, the Union may within thirty (30) calendar days file for arbitration with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey. The selection of an Arbitrator and the conduct of the hearing shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The Arbitrator so selected shall be bound by the terms of the Agreement and shall not have the power to add to, subtract from or in any way modify or change the terms of the Agreement. His sole function shall be the interpretation of the Agreement between the parties and he shall be bound by the laws of the State of New Jersey and the decision of the Courts of the State of New Jersey. The Arbitrator shall have the authority to hear

and determine the grievance, and his decision shall be final and binding on all parties. The fee and expense of the Arbitrator shall be borne equally by the parties. Either party desiring to present witnesses shall pay for the expenses of those witnesses and any other expenses which the parties may individually incur. The Arbitrator shall render his decision in writing with reasons therefor in accordance with the rules of the New Jersey State Board of Mediation.

3-4. The time limits herein expressed shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

3-5. It is agreed that any General Order which is the subject of a grievance before implementation of the Order will not be implemented until the grievance process has been completed.

3-6. Right of Firefighters to Representation

(a) Any party in interest may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the FMBA or by counsel of his choice. When a Firefighter is not represented by the FMBA, the FMBA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Firefighter is not a member of the FMBA, consent must be granted by said Firefighter in order for an FMBA representative to be present.

(b) No reprisals or harassments of any kind shall be taken by the City or any member of the administration against any party in interest, or any representative, any member of the FMBA Committee or any other participant in the grievance procedure by reason of such participation.

3-7. Statement of Policy

The City and the FMBA agree that it is generally advisable to avoid public statements to the mass media prior to exhaustion of the aforesaid grievance procedures. The City and the FMBA further agree that in the event it is deemed necessary to issue statements to the mass media at any time during or after the aforesaid grievance procedures, said statements shall be made by the City through its City Administrator or his duly authorized agent and by the FMBA through its President or its duly authorized agent and both parties agree they will use their best efforts to prevent the making of statements relative

to the matters in controversy by persons other than those mentioned herein.

3-8. Miscellaneous

(a) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared by the Director of Public Affairs and Safety and the Fire Chief in consultation with the FMBA and given appropriate distribution so as to facilitate operation of the grievance procedure.

(b) All meetings and hearings under the procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives unless public hearings are required by law or requested by both parties.

ARTICLE IV

DISCIPLINARY PROCEDURE

4-1. Pursuant to Chapter 303, Public Laws 1968, the City hereby agrees that every Firefighter shall have the right freely to organize, join and support the FMBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the City understands and agrees that it shall not directly or indirectly discourage or deprive or coerce any Firefighter in the

enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Firefighter with respect to hours, or wages or any terms or conditions of employment by reason of his membership in the FMBA and its affiliates, his participation in any activities of the FMBA and its affiliates, collective negotiations with the City of his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4-2. Nothing contained herein shall be construed to deny or restrict to any Firefighter such rights as he may have under any other applicable laws and regulations. The rights granted to Firefighters hereunder shall be deemed to be in addition to those provided elsewhere.

4-3. (a) No Firefighter will be discharged or disciplined except for just cause. The question of just cause will specifically be subject to the grievance procedure of this Agreement, provided it is not subject to Civil Service review.

(b) No Firefighter will be disciplined or called into a meeting that will result in discipline without a Union representative present, provided the Firefighter requests such representation.

(c) Disciplinary action, with the exception of verbal warning, will be presented on a "discipline action form" with a copy made available to the Firefighter.

(d) If a chargeable offense is made against a Firefighter, he shall be notified in writing of the nature of the offense as well as his right to a departmental hearing before the Director of Public Safety.

(e) Within five days of receipt of the charge, the Firefighter shall notify the Director of Public Safety if he desires a hearing, in which case the hearing shall be conducted within twenty days of the filing of the charge.

(f) The Firefighter shall be entitled to be represented at the hearing by an attorney at his own expense.

(g) If the hearing results in minor discipline, the Firefighter may file a grievance under the grievance procedure of this Agreement. The grievance shall be filed within ten days of the imposition of discipline and shall be instituted at Step Five (City Administrator).

(h) If major discipline is imposed, the Firefighter may file an appeal to the Merit System Board pursuant to Civil Service rules and regulations.

(i) A written warning or reprimand may be grieved commencing at Step Four (Director of Public Safety).

#### ARTICLE V

#### FMBA RIGHTS AND PRIVILEGES

5-1. The City agrees to make available to the FMBA, in response to reasonable requests from time to time, all available information concerning the financial reports and

audits, a list of certified fire personnel, budgetary requirements and allocations, agendas and minutes of all City Public Council meetings, census data, names and addresses of all Firefighters and other such information that shall assist the FMBA in developing intelligent, accurate, informed and constructive programs on behalf of the Firefighters. The City further agrees to make available information which may be necessary for the FMBA to process any grievance or complaint except in the case of personnel matters, in which case the release of information shall be made on the basis of legal advice from the Corporation Counsel.

5-2. Whenever any representative of the FMBA is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

5-3. Up to three (3) members of the FMBA Negotiations Committee shall be granted leave from duty with full pay for all meetings between the City and the FMBA for the purposes of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

5-4. Up to four (4) members of the Grievance Committee shall be granted leave from duty with full pay for all meetings between the City and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which members are scheduled to be on duty.



5-5. The Officers of the FMBA (President, Vice-President, Recording Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be permitted to attend all regularly scheduled internal meetings in Fire Headquarters facilities.

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

5-7. The City will notify the FMBA at least 30 days prior to the submission date of a proposed reclassification or modification of a job description with the Fire Service to the State Department of Personnel.

## ARTICLE VI

### MANPOWER

6-1. In order to protect the health and safety of the Employees of the Fire Division, the City will make every effort to maintain the manpower strength assigned to each Company on each Platoon as follows:

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

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

Emergency Squad - One (1) Firefighter

Car 2 - Deputy Chief and One (1) Firefighter

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 Emergency Squad 1.

#### ARTICLE VII

##### WORK WEEK

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

7-2. The City and the FMBA acknowledge that a Firefighter's primary responsibility is to perform firematic duties and that his energies shall be utilized to the fullest extent toward that end.

## ARTICLE VIII

### ADDITIONAL DUTIES

8-1. In addition to the normal fire duties performed by Firefighters, the FMBA in an effort to improve the effectiveness of the Fire Division and the Department of Public Affairs and Safety agree to participate in the Safety Patrol Program. It is expressly understood that the Safety Patrol is not a Police function; it is merely an expansion of the normal public safety duties of a Firefighter, that is, protecting lives and property. Members of the Safety Patrol will not be expected to engage in those activities for which they have not been properly trained or equipped. The duties of the Safety Patrol will be as follows:

(a) Detect and report all fires, smoke, false alarms observed or detected within areas of assignments, paying particular attention to public buildings.

(b) Respond on calls for the Rescue Squad when requested by the Squad and render immediate first aid whenever necessary.

(c) Assist the Police Division at accidents or traffic control problems. The role of the Safety Patrol would be one of backing up the Police Division only when the Police Division is unavailable or when the Safety Patrol comes upon an accident or traffic control problem and must take immediate action.

(d) The Safety Patrol shall report all indications of criminal activity within their area of assignments to the Police.

(e) The Safety Patrol shall be assigned to check street alarms and boxes during their hours of patrol.

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

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

(h) The Safety Patrol will seek out and report vehicles that appear to be abandoned.

8-2. The Firefighters on Safety Patrol will be required to understand the basics of traffic control and accident investigation so that in the event they are called upon to assist the Police or come upon an accident or traffic control problem while on their tour of duty they will be able to properly turn over the accident investigation and noted information to the Police.

The Firefighters on Safety Patrol will be required to complete first aid courses in the area of childbirth and proper method of handling emotionally disturbed persons. They will also be required to know the basic procedures for presentation of testimony in Court and the

proper methods of filing any reports dealing with criminal activity observed or discovered by them.

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

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

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

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

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

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

Except where, in the judgment of the Director of Public Affairs and Safety, special public safety conditions for limited periods require additional patrol hours, it is agreed that any change in the basic time schedule as listed above will be discussed with the Executive Committee and agreed upon jointly. No Firefighter will be assigned to a Safety Patrol for more than four (4) hours each day, nor more than a total of eight (8) hours of all types of routine fire duties, except for firefighting activities and special conditions as set forth above. There shall be a rotating schedule for Safety Patrol duty and it is further agreed that the overall duties of the

Safety Patrol and all other Fire Division activities shall be rotated in such a manner as to equalize the workload among all of the members of the Division within the framework of the needs of the Fire Service. During the life of this Contract, there shall be two (2) men assigned to a patrol vehicle at all times. The Fire Chief shall be authorized to cancel Safety Patrols whenever the needs of the Fire Division so require.

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

In addition, the Safety Patrol vehicles shall carry a Scott Air Pak, a First Aid Kit, a 2 1/2 gallon pressurized water extinguisher, 2 fire brooms, 2 extinguishers, an axe, a portable spotlight, 2 flashlights, 1 can of shock for use as an animal repellent, and 4 flares. In addition, the Fire Chief may assign additional pieces of firefighting or fire prevention equipment, if he sees the need for it.

8-5. Alternative Duties

It is understood that those Firefighters who do not qualify for Safety Patrol duties or who with the approval of the Fire Chief, after request by the Firefighters are excused from Safety Patrol duties, may be trained and assigned as building inspectors during the daytime hours. The details of this program will be worked out with the Fire Chief, and the members of the Executive Committees.

8-6. It is expressly and specifically agreed and understood that by Firefighters assuming additional duties, including the Safety Patrol, the City does not intend to change the duties of Firefighters in Title 4 of the New Jersey Statutes, or any other job specifications described in the Civil Service rules and regulations covering same, except as might be modified by the terms of this Agreement.

## ARTICLE IX

### CITY'S RIGHTS AND PRIVILEGES

#### 9-1. Management Responsibilities

It is recognized that the management of the City Government, the control of its properties and the maintenance of order and safety, is solely a responsibility of the City. Accordingly, the City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:

(a) The executive management and administrative control of the City Government and its properties and facilities, and the activities of its Employees.

(b) The selection and direction of the work forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer.

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

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40A and 11 or any other National, State, County or local laws or ordinances.

9-2. Maintenance of Operations

The FMBA covenants and agrees that during the term of the Agreement neither the FMBA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a Firefighter from his duties of employment) work stoppage, slowdown, walkout or other mass absenteeism against the City. The FMBA agrees that such action would constitute a material breach of this Agreement.



In the event of a strike, slowdown, walkout or organized mass absenteeism, it is covenanted and agreed the participation in any such activity by any FMBA member shall be deemed grounds for disciplinary action including possible termination of employment of such Employee and Employees.

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

#### ARTICLE X

#### SALARIES

10-1. Effective January 1, 1990, the top step of the salary guide shall be increased by 6% and each interim step shall be equidistant in dollars.

Effective January 1, 1991, the same procedure as stated above shall be implemented except for an increase of 6.5% at the top step.

Effective January 1, 1992, the same procedure as stated above shall be implemented except for an increase of 6.5% at the top step.

Effective July 1, 1992, there shall be a one (1) step reduction and each interim step shall be adjusted to be equidistant in dollars.

The salary guides for all Firefighters are set forth in Attachment A of this Agreement and reflect the above.

Merit Increment - The City agrees that the decision to withhold a merit increment is subject to binding arbitration and the burden of proof to warrant a withholding of an increment is with the City in any such proceeding.

10-2. Longevity

The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all Employees having completed the following years of service in the following amounts:

10 years of service	\$ 500
15 years of service	1,000
20 years of service	1,300
25 years of service	1,600

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

10-3. Exception to Longevity System

The City agrees to the following exceptions to the longevity payment system of 10-2:

(a) Employees now receiving longevity pay at eight (8) and nine (9) will be paid in accordance with the schedule above, as if they served ten (10) years.

(b) Any full-time Employee on July 1, 1976, will be eligible for the first longevity payment after

completing eight (8) years of service under the constraints of Section 11:4-1 of the Municipal Code.

(c) Any Employee who is receiving a longevity payment in excess of the schedule in 10-2 at the time of the execution of this Agreement will continue to receive the amount until he qualifies for a higher amount on that schedule.

10-4. The City shall provide all necessary uniforms when individually needed due to Fire Service activity and not strictly on a time limit schedule.

10-5. Fire Cadet Training

From date of hire until completion of fire academy training (which approximates eight (8) weeks), trainees will be designated as Fire Cadets. Fire Cadets will be paid one (1) step increment below the starting salary during this period.

ARTICLE XI

SICK LEAVE AND OTHER LEAVES OF ABSENCE

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

11-2. Sick leave may be used by Employees who are unable to work because of:

- (a) Personal illness or injuries;
- (b) Exposure to contagious disease;

(c) Care, for a reasonable period of time not to exceed five (5) working days in one (1) calendar year with the approval of the Director of Public Safety, of a seriously ill member of the Employee's immediate family (defined herein for the purposes of this Section as spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the Employee's household);

(d) Death in the Employee's immediate family for a reasonable period of time once bereavement leave has been exhausted;

(e) By a handicapped Employee for absences related to the acquisition or use of an aid for the handicapped when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Employer.

New Employees shall only receive one (1) working day for the initial month of employment if they begin work on the first through the eighth day of the calendar month, and one-half (1/2) working day if they begin on the ninth through the twenty-third of the month.

After the initial month of employment and up to the end of the first calendar year, Employees shall be credited with one (1) working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, Employees shall be

credited with fifteen (15) working days. However, sick leave credit shall not accrue on any succeeding January 1 after an Employee has resigned or retired, although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

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

An Employee who exhausts all paid sick days in any one (1) year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

When an Employee is absent from work because of illness for more than five (5) consecutive days, his Supervisor may require the Employee to submit a certificate from a physician relating to his/her illness. The Employer may require proof of illness of an Employee on sick leave at any time that it appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

The City Administrator may schedule medical examinations for all Employees annually or more frequently if required.

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

Upon regular or special retirement, a Firefighter shall be entitled to utilize up to six (6) months

leave of absence with pay immediately prior to the effective date of retirement and have such time charged against his accumulated and unused sick leave days. A letter of commitment to retire must be signed by the Firefighter and submitted to the Fire Chief prior to granting of this leave of absence. A notice of intent to retire must be submitted to the Fire Chief at least thirty (30) days in advance of the start of this leave of absence. The balance of his sick leave days thereafter shall be paid at the time of retirement on the basis of one-third (1/3) day per full day of verifiable sick leave accumulated and not previously used.

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

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

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

In the event of death, the Firefighter's estate shall be entitled to compensation on the basis of the one-third (1/3) day of verifiable sick leave accumulated and not previously used.

11-3. For the purposes of payment for accumulated sick (and vacation leave to the extent permitted to carry over from the previous year) leave under this Article, unused sick and vacation leave accumulated in 1982 or prior to 1982 will be paid at the 1982 rate. All unused sick and vacation leave accumulated in subsequent years will be paid at the salary rate earned during the year in which it is accumulated. Accumulated sick leave will be drawn upon a first-in first-out basis.

11-4. A Firefighter shall be entitled to utilize four (4) sick days per year as "personal days." In the event such personal days are not used by the end of the calendar year, such day(s) shall be reverted to sick days for future use or banking. Procedures for use of "personal days" shall be on a manpower-permitting basis, with the same established guidelines as used in granting of compensatory time.

## ARTICLE XII

### OVERTIME

12-1. Where possible, overtime will be assigned on a voluntary rather than on a mandatory basis. The overtime list will be posted in advance, unless emergency conditions prohibit

it and the men will be permitted to arrange for exchange at their request.

12-2. All Firefighters shall be compensated at the time and one-half rate, either in cash or compensatory time off at the Employee's sole option, for all time worked beyond the regularly scheduled work hours or on a regularly scheduled day off. If the Employee elects to receive cash compensation, then it shall be promptly paid. If the Employee elects to receive compensatory time off, then said compensatory time off shall be accumulated in a compensatory time off bank (one and one-half [1 1/2] hours added to the compensatory time off for each hour of overtime worked) and such compensatory time off shall be used upon the Employee's request and subject to the consent of the Fire Department Chief or his designee.

All Firefighters will receive time and one-half cash payment or may request compensatory time off at this same rate except for the first half hour of time worked after the normal tour of duty. Where work exceeds the first one-half (1/2) hour after the tour of duty, then the calculation shall be made back from the end of the tour of scheduled duty.

Employees are encouraged to use all compensatory time off as soon as possible after it is earned. If compensatory time off remains in the Employee's compensatory time off bank for more than ninety (90) days, then the Fire Department shall have the option to convert the compensatory time off to cash payment at the appropriate rate (time and



one-half) and shall pay the said amount in the next paycheck. Under no circumstances shall any Employee be deprived of the appropriate overtime, time and one-half, compensation rate.

Compensatory time off shall not exceed 480 hours; however, as of November 15 of each respective calendar year that amount of compensatory time off which exceeds twenty-four (24) hours in any Employee's compensatory time bank shall be converted to cash value at the appropriate overtime rate (time and one-half) and shall be paid in the next paycheck.

12-3. All Firefighters shall be entitled to a minimum of four (4) hours pay if called back to work after completion of the regular tour of duty.

### ARTICLE XIII

#### INSURANCE PROTECTION

13-1. The City shall pay the entire cost of Major Medical Insurance and basic medical insurance which shall be Blue Cross-Blue Shield including Rider J or their equivalent in benefits and services as determined by the City in consultation with the FMBA for all Firefighters and their families. In no event will any substitute Major Medical or basic medical insurance provide fewer total benefits than the present Major Medical, Blue Cross-Blue Shield and Rider J.

Employees who elect to join a health maintenance organization plan shall be limited to the following plans:

Medigroup-Central, Inc.

Rutgers Community Health Plan  
Health Insurance Healthways, Inc.  
U.S. Healthcare, Inc.  
Comed, Inc.  
Omnicare  
Medigroup-Shoreline, Inc.  
Signa Health Plan of New Jersey  
Travelers Health Network  
Medigroup-Metro, Inc.  
Medigroup-North, Inc.  
Medigroup-South, Inc.  
Oxford Health Plans  
Sannus Health Plan  
Omni Choice

If the monthly premium for the HMO is more than that paid by the City for regular health insurance the employee will pay the difference via payroll deduction.

13-2. Any Firefighter may waive his/her present health insurance coverage and in lieu thereof receive a total cash payment of Seven Hundred and Fifty (\$750.00) Dollars per annum based on full family coverage payable in two (2) equal installments during the year on the 13th and 26th paydays. Reenrollment into the Plan will require a two (2) month waiting period after notification. Employees who have less than full family coverage are eligible for a pro rata payment in the same manner as described herein, as follows: single coverage, Three

Hundred and Twenty-Five (\$325.00) Dollars per year; husband/wife, Seven Hundred and Fifty (\$750.00) Dollars per year; parent/child, Six Hundred (\$600.00) Dollars per year.

13-3. The City agrees to continue health insurance coverage for spouse and dependents for those Firefighters who die while actively employed for a period of one (1) year provided, however, that said Employee has coverage at the time of death.

13-4. The City agrees at its sole expense to continue health insurance coverage for Employee, spouse and dependents for those Firefighters who retire as such retirement is defined by P.F.R.S. Said health insurance coverage shall be the same coverage as provided to City Employees.

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

13-6. Non-Job Related Disability Income Protection

Those Firefighters who have not yet completed five (5) years of service will be provided a Disability Insurance Plan which will provide income of fifty (50%) percent of the Employee's present salary following the utilization of all sick and vacation leave that would be forthcoming or a one

hundred eighty (180) day waiting period, whichever is longer. In the event that an Employee exhausts his or her accumulated sick and vacation leave prior to the expiration of the one hundred eighty (180) day waiting period, the City agrees to pay fifty (50%) percent of the Employee's salary up to the expiration of the one hundred eighty (180) day waiting period. Such payment of fifty (50%) percent of salary will be provided following determination by the City Physician that the Firefighter's illness or injury is of sufficient quality and duration that it could qualify the Employee for long-term disability coverage. After the completion of five (5) years of service, the disability income insurance coverage will terminate and the Employee will be provided group life insurance as provided in Section 13-5.

13-7. Firefighters with more than five (5) years of service are covered for disability income under the Fire Pension System providing that the Employee retires as a result of the disability. The City agrees to provide a supplemental Disability Income Insurance Plan to fire personnel with more than five (5) years service. Such Plan shall provide, when combined with other existing benefits, at least fifty (50%) percent of the Employee's salary. Such Plan will not become effective until such time as the Employee has exhausted all of his or her sick leave and vacation leave and will provide coverage from the time of exhaustion of benefits up until one (1) year from the time the injury or illness commenced. Such

payment shall be at fifty (50%) percent of salary and will be provided following a determination by the City Physician that the Employee's illness or injury is of sufficient quality and duration that it could qualify the Employee for long-term disability coverage.

13-8. In lieu of a Drug Prescription Plan, the City agrees to pay each Firefighter covered by this Agreement the sum of One Hundred (\$100.00) Dollars per year. This payment shall be made to each Firefighter in December of each year.

#### ARTICLE XIV

#### VACATIONS AND HOLIDAYS

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

0 through 1st year	1 working day per month during first calendar year of service
Commencing 2nd through 5th year	13 working days
Commencing 6th through 10th year	16 working days
Commencing 11th through 15th year	19 working days
Commencing 16th through 20th year	22 working days
Commencing 21 years or more	26 working days

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

Employees shall not be eligible to take earned vacation leave unless they have been employed for six (6) consecutive months.

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

It is understood that adequate funds will be appropriated in the Fire Division's overtime account to guarantee adherence to vacation schedules.

Vacation schedules will be based upon no more than a total of five (5) Firefighters and Fire Officers simultaneously on vacation provided that the Employee complement permits a two (2) man buffer on each Platoon. If the Employee complement does not permit a two (2) man buffer in a particular Platoon, the maximum number of Employees simultaneously on vacation shall be reduced to four (4). The City and FMBA will negotiate and reduce to writing the procedures to be utilized in designating vacation periods.

14-2. As provided in Section 11:9 of the Municipal Code, vacation leave will be calculated on the basis of an 8.4 hour day. Employees will have thirteen (13) holidays per year. Eight (8) of the holidays shall be taken as vacation days in addition to the schedule in 14-1 and five (5) of the thirteen (13) holidays may be taken as vacation days in the same manner, or as "paid days." Employees shall advise the Fire Chief of their intention to treat the five (5) holidays as

vacation days or "paid days" by February 1, so that the City may budget its financial obligations accurately. The payment for paid days will be made in the first regular pay of December. Holiday routine and Sunday routine duties will be in effect as provided in Section 10 of General Order 1:14 which is attached and made a part of this Contract, except that Sunday routine shall not pertain to Saturdays.

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

#### ARTICLE XV

#### MISCELLANEOUS

15-1. This Agreement constitutes City Policy for the term of said Agreement, and the City shall carry out the commitments contained herein and give them full force and effect as City Policy.

15-2. If any provision of this Agreement or any application of this Agreement to any Employee, member or group of Employees or members is held to be invalid by operation of law, by any Court, administrative body or other tribunal of competent jurisdiction, then the parties agree to reopen negotiations with respect to the impact of such invalid

provision consistent with the law relating to negotiations and interest arbitration as set forth in N.J.S.A. 34:13A-3, et seq.; however, all other provisions and applications contained herein shall continue in full force and effect, and shall not be affected thereby.

15-3. The City and FMBA agree that there shall be no discrimination and that all practices, procedures, and policies of the Fire Division shall clearly exemplify there is no discrimination in the hiring, transfer, or discipline of Firefighter personnel on the basis of race, creed, religion, national origin, marital status or sex. Nothing in this Section shall prohibit the City from complying with its legal or moral obligations with regard to Federal, State or local affirmative action laws.

15-4. It is expressly agreed and understood that the City and the FMBA shall be bound by the present personnel ordinances as modified by the terms of this Contract, regardless of whether same is repealed or amended, unless both parties agree to said repeal or amendments.

15-5. Copies of this Agreement together with a copy of the City Personnel Code shall be reproduced at the expense of the City within thirty (30) days after the Agreement is signed and shall be available for examination by all Firefighters now employed, hereafter employed or considered for employment by the City.



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

15-7. When a Firefighter is designated by order of the Fire Chief or his designee to serve in the capacity of and perform the functions of an Acting Lieutenant for any ten (10) consecutive hours or more during the course of any forty-two (42) hour work week, he shall be paid the appropriate rate of pay as Lieutenant for all hours worked as provided in Section 11:7-5(d) of the Municipal Code of the City of Plainfield. This shall occur whenever the total Officer complement of any Platoon falls below five (5) Officers except for short notice emergency illness, in which case an Officer may be required to work overtime. "Five (5) Officers" is hereby defined as a Platoon Commander and four (4) Company Officers.

15-8. In the event a vacancy is anticipated for a period in excess of one (1) cycle (12-day tour), the acting appointment shall be made from the existing Civil Service list of Firefighters eligible for promotion to Lieutenant.

15-9. If the vacancy is anticipated for a shorter duration, the acting appointment shall be made from those

members in the Platoon who are on the current Civil Service eligible list for promotion to Lieutenant.

15-10. Whenever possible, acting appointments shall be rotated every thirty (30) days. For example, in the event a Lieutenant is out eighty (80) consecutive days, the number one man on the existing certified list of Firefighters eligible for promotion to Lieutenant shall be appointed for a period of thirty (30) days. He will then be replaced by a second man on the list. The third man on the list, who works twenty (20) days, will receive an additional ten (10) days as an acting Officer at the time the next vacancy exists.

15-11. All uniformed Employees shall receive the following annual reimbursement for the maintenance of their uniforms:

1990 - \$350.00

1991 - \$400.00

1992 - \$450.00

The payment shall be made in December of each year.

15-12. Any individual Contract between the City and an individual Firefighter, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement; this Agreement, during its duration, shall be controlling.

15-13. The City agrees that the Fire Chief and the Director of the Department of Public Affairs and Safety, prior to promulgating any change in the Departmental rules and

regulations, shall first meet with the Executive Committee of the FMBA to discuss these changes and shall agree to take the Committee's view into consideration prior to implementing said changes.

15-14. Firefighters will not be subject to the provisions of Section 11:9-11(c) of the Plainfield Municipal Code. This Section of the Code refers to the accumulation of sick and vacation benefits while out on job-related sick or injury leave.

15-15. The City shall provide a tax-sheltered annuity deduction system whereby each Employee, at his/her option, may deduct up to ten (10%) percent of gross salary and apply it to a tax-sheltered annuity program, which program is to be designated by the City.

15-16. Upon advance notice and at reasonable times, any bargaining unit employee may review his/her personnel file, unless confidential by law. However, this appointment for review must be made through the Chief of the Fire Department or his designated representative.

Whenever a written complaint concerning a bargaining unit employee or his/her actions is to be placed in his personnel file, a copy shall be made available to him/her and he shall be given the opportunity to rebut if he/she so desire, and he/she shall be permitted to place said rebuttal in his/her file. When the bargaining unit employee is given a copy of the complaint, the identification of the complainant shall be

excised. However, if any disciplinary action is taken based on any complaint, then the bargaining unit employee shall be furnished with all details of the complaint, including the identity of the complainant.

15-17. Each employee shall be supplied with a written certification from the City, during the month of January of each year, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the officer.

#### ARTICLE XVI

##### DUES CHECK-OFF AND AGENCY SHOP FEE

###### 16-1. Dues Check-Off

Upon receiving the written voluntary authorization and assignment of an Employee covered by this Agreement (in the form agreed upon between the City and the Association consistent with the applicable law) the City agrees to deduct membership dues (and initiation fees where applicable), in such amounts as shall be fixed pursuant to the Bylaws and Constitution of the Association during the full term of this Agreement and any extension or renewal thereof. The City shall promptly remit monthly any and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Association.

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice thirty (30) days prior to the effective date of such change.

The Association will provide the necessary "check-off authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the City. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization forms submitted by the Association to the City.

16-2. Agency Fee

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Employer by the Union. The Union may revise

its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Employer.

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

## ARTICLE XVII

### DRUG POLICY

#### Section 1. Policy

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

17:1-2. The urinalysis/drug screening of permanently appointed Fire Officers/Firefighters shall be

required when there is reasonable individualized suspicion to believe that the Fire Officer/Firefighter is using illegal drugs.

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

17:1-4. Any Fire Officer/Firefighter who has undergone treatment for substance abuse will sign a document authorizing unannounced Random Drug Testing as a condition of returning to work and remaining an Employee of the City of Plainfield.

Section 2. Purpose

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

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

17:2-3. This Order shall serve as notification to all permanently appointed Fire

Officers/Firefighters employed by the Plainfield Fire Division, that urinalysis/drug screening shall be conducted whenever there is reasonable individualized suspicion to believe that a Fire Officer/Firefighter is using illegal drugs under the guidelines as set forth in this Order.

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

Section 3. Definitions

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

(a) Abuscreen RIA - Radio Immunoassay - An initial drug screen used to detect the presence of drugs.

(b) Applicants - Any person who has entered into the employment process for the position of Firefighter and any person who is in the process of being rehired for the position of Firefighter.

(c) Contractor - Agency designated by the Plainfield Fire Division to conduct drug screening tests for the purpose of detecting illegal drugs. No agency may be used which does not possess a valid New Jersey State Department of Health clinical laboratory license with authorized toxicology specialty. A copy of said license shall be provided to the FMBA/FOA prior to the commencement of testing.



(d) Drug Test - A urinalysis test administered under approved conditions and procedures to detect the presence of drugs.

(e) GC/MS - Gas chromatography/mass spectrometry; a confirmatory test to confirm the presence of drugs; shall always be used to confirm an initial positive drug screen.

(f) Positive Test Result - A positive test result shall be that positive result obtained from the completion of the GC/MS confirmatory test.

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

(h) Regularly Scheduled Physical Examination - Medical examination rendered no more than once in any twelve (12) month period. Notice of such examination shall be thirty (30) calendar days in advance. Said medical examination shall include at least:

i. Review of the medical history furnished by the Employee and a report of the items on the medical examination form;

ii. Urinalysis;

iii. TB screening (Tine);

iv. Snellen eye screening examination;

v. Referral for an electrocardiogram, chest x-ray, blood work or further urinalysis if the clinical evaluation indicates the necessity.

(i) Working Days - Relates to the individual Fire Personnel's working tour.

Section 4. General Rules

17:4-1. Fire Division Employees shall not possess or use any controlled dangerous substance or any illegal drug while on duty or off duty, unless properly prescribed by a licensed physician or dentist.

17:4-2. Any Fire Division Employee, who believes that there is evidence causing reasonable individualized suspicion that a Fire Officer/Firefighter or other Employee of the Fire Division is using illegal drugs, shall immediately file a report to the Chief providing all known facts and circumstances which lead the Employee to believe that the subject of the report is or may be using drugs. All such reports shall be in writing and shall be forwarded directly to the Chief of the Division, in complete confidence.

17:4-3. Any Employee who is ingesting any prescribed medication or over the counter medication which impairs his/her ability to function effectively or safely must notify his/her immediate Supervisor via an M-13 prior to the start of the work tour, indicating what the medication is, possible side effects and, if prescribed, the name of the person prescribing the medication and the illness or injury being treated. Based on

the information provided and the potential effects of the medication, the immediate Supervisor may require the Employee to report off on sick leave until such time as competent medical authority may determine whether or not the Employee is fit for duty.

17:4-4. In the event an Employee prior to being tested officially admits to using a controlled dangerous substance, the Employee shall be afforded the options as outlined in Section 10 of this policy.

Section 5. Members Affected

17:5-1. All Applicants for the position of Firefighter shall be tested for drug use as part of their preemployment screening process.

(a) The refusal or failure of any Applicant to submit a urine sample for testing, when requested to do so, shall be the basis for rejection of the Applicant for the position of Firefighter.

(b) A positive test result for the presence of any controlled drug or substance, illegal drug or substance or any prescription or non-prescription drug not listed on the drug screening medication information form shall be the basis for rejecting the Applicant for the position of Firefighter.

17:5-2. Permanently appointed Employees in the position of Fire Officer/Firefighter shall be tested for drugs or drug use when there is reasonable individualized suspicion to believe that the Employee is using illegal drugs, and only

after it has been demonstrated that there is an objective basis for the reasonable suspicion, and then only with the permission of the Fire Chief or in his absence, the Acting Chief.

(a) The following characteristics and/or factors may be used to form or establish reasonable individualized suspicion as defined herein.

- i. Physical impairment or incapacitation;
- ii. Excessive absenteeism;
- iii. Chronic lateness;
- iv. Deterioration of work habits;
- v. Reduced productivity;
- vi. Confidential information concerning illegal drug use;
- vii. A positive urinalysis result as the result of testing during a bona fide medical examination;
- viii. Involvement in a Fire Division vehicular accident, where there is reasonable individualized suspicion that drug use may have been a contributing factor;
- ix. Uncharacteristic behavior patterns.

(b) The refusal by an Employee to submit to a urinalysis test when so ordered, based on reasonable suspicion, shall be the basis for immediate suspension, without pay, pending disciplinary action which may result in the Employee's termination from the Division.

(c) Any Employee who produces a positive test result indicating the presence of any illegal drug or substance or narcotic drug or substance or unexplained prescription drug or substance, shall be subjected to disciplinary action up to and including possible termination from the Division.

(d) Receipt of confirmation from the testing laboratory of a positive test result indicating the presence of any illegal drug or substance, any narcotic drug or substance or unexplained prescription drug or substance, may be the basis for the immediate suspension, without pay, of the affected Employee.

17:5-3. All Employees in the position of Fire Officer/Firefighter currently employed by the Division of Fire may be subject to periodic urinalysis/drug screening which shall be conducted as group testing, either by Company, Specific Unit or Platoon, as part of a scheduled physical examination. Members of a group scheduled for testing who are not present at the time of testing will be tested in any subsequent group screening or may be tested individually.

(a) During a regularly scheduled physical examination, the refusal by an Employee to submit to a urinalysis test shall be the basis for immediate suspension, without pay, pending disciplinary action which may result in the Employee's termination from the Division.

(b) Receipt of confirmation from the testing laboratory of a positive test result indicating the presence of any illegal drug or substance, any narcotic drug or substance or unexplained prescription drug or substance, may be the basis for the immediate suspension, without pay, of the affected Employee.

(c) Any Employee who produces a positive test result indicating the presence of any illegal drug or substance or narcotic drug or substance, or unexplained prescription drug or substance, shall be subjected to disciplinary action resulting in possible termination from the Division.

Section 6. Laboratory Procedures

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

(a) Initial screening by Abuscreen RIA method.

(b) Verification of all initial screening positive tests.

(c) Confirmation analysis by GC/MS.

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

<u>Drug/Drug Metabolite</u>	<u>RBL Screening Cut-Off (ng/ml) Abuscreen/EMIT</u>	<u>GC/MS Confirmation Cut-off (ng/ml)</u>
Delta-THC-9 Carboxylic Acid (Marijuana)	50/50	10
Benzoyllecgonine (Cocaine)	300/300	200
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.

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

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

(b) The Official Monitor shall be responsible for ensuring that all required forms for the specimen acquisition have been accurately and thoroughly completed.

(c) Prior to the submission of the urine sample, the Official Monitor and the Fire Officer/Firefighter shall inspect the specimen bottle to insure that the specimen bottle has not been tampered with. If there is any doubt in this regard, the specimen bottle shall be replaced by the Official Monitor.

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

(e) The Fire Officer/Firefighter shall complete all information requested on the specimen bottle label and on the Laboratory Chain of Custody form.

(f) After the Official Monitor has inspected the information for accuracy, the Fire Officer/Firefighter



shall void at least 50 milli-liters of urine into the specimen bottle.

(g) The Fire Officer/Firefighter shall void the urine sample in the presence of the Official Monitor in a recognized restroom in Fire Headquarters.

(h) After collection, the Fire Officer/Firefighter shall make sure the lid is tight.

(i) The Official Monitor shall then seal the bottle with "confidentiality" tape in the presence of the person giving the sample. The tape shall be applied across the top of the bottle and down the sides so as not to obscure the label.

(j) The Fire Officer/Firefighter will then initial the tape once it is in place.

(k) The Official Monitor will now mark the appropriate box on the chain-of-custody form and sign in the space provided, attesting that proper procedure was observed in collection and sealing of the sample.

(l) The sealed specimen bottle and the original of the request form will now be placed in the chain-of-custody bag and the bag sealed.

(m) The second copy of the form will then be folded and placed in the outside pocket of the bag.

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

obtained at the testing contractor's place of business, the Employee shall be escorted to that location by a member of the Staff Services Bureau.

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

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

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

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

(a) The second sample shall be provided at the same time the first sample is taken.

(b) The same security and chain-of-custody procedures used on the first sample will be used on the second.

(c) The secured second sample will be stored in a secured refrigerated area in the Fire Division with access only by the Director and/or the Fire Chief.

Section 8. Specimen Results

17:8-1. The contractor shall communicate all laboratory analysis results to the Director of Public Affairs and Safety or the Fire Chief via certified copy of the final results in an appropriate mailer or envelope marked "confidential." The final results will be reviewed by the Director of Public Affairs and Safety and the Fire Chief. Each Employee who has been rendered final results shall be notified of receipt by the Chief or his designee.

17:8-2. Final laboratory reports indicating a positive or negative result of the urinalysis/drug screening may be reviewed and/or a copy obtained by the Employee who contributed that specific sample if the Employee submits a request in writing through the chain of command within five (5) working days of notification or receipt of the final results by the Fire Chief.

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

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

(a) The Employee shall be notified as soon as practical, in person by the Fire Chief or in his absence, the on-duty Deputy Chief, and as soon as possible thereafter in writing, advising the Employee of the results of the test and, if applicable, the options available to the Employee under Section 10 of this Order.

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

(c) Instances of positively confirmed illegal substances in the specimen may be discussed with the physician of the City of Plainfield.

Section 9. Employee Challenge

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

(a) Make arrangements for the testing of the secondary urine sample by the GC/MS method of screening and confirmation with the Fire Division's contractor.

(b) The Employee shall accompany or provide an agent acting on their behalf to accompany a member of the Staff Services Bureau, along with the secondary urine specimen, to the testing firm contracted by the Plainfield Fire Division. All costs incurred shall be borne by the Employee concerned unless the second sample shall prove negative, in which event the City shall bear the costs incurred.

(c) The Employee shall insure that the testing firm provides a certified copy of the test results directly to the Director of Public Affairs and Safety and/or the Fire Chief.

(d) Any scheduled disciplinary proceeding shall be postponed until the results of the urinalysis/drug screening performed by the testing firm are received by the Director of Public Affairs and Safety and/or the Fire Chief. In the event the second sample proves negative, disciplinary proceedings shall be terminated and the results of the positive test shall be expunged from the Employee's file.

(e) Unless the Employee conforms to the procedure as outlined in Section 9 of this Order, the secondary test results will not be accepted by the City of Plainfield for the Fire Division.

#### Section 10. Employee Options

##### 17:10-1. Options available prior to termination:

(a) Enrollment of Employee in a drug rehabilitation program.

(b) Signing of waiver that return to use of drugs will result in termination of employment.

(c) Mandatory periodic testing of Employee after return to duty after completion of a rehabilitation program.

(d) Failure to enroll or to complete any required rehabilitation program will result in termination from the Division.

#### ARTICLE XVIII

##### DURATION OF AGREEMENT

18-1. This Agreement shall be effective as of January 1, 1990 and shall continue in effect through December 31, 1992, subject to negotiation of a successor Agreement as provided in Article II.

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

ATTACHMENT A

SALARY SCHEDULE: FIREFIGHTERS

<u>STEP</u>	<u>1/1/90</u>	<u>1/1/91</u>	<u>1/1/92</u>	<u>7/1/92</u>
1	\$22,801	\$24,283	\$25,862	\$25,862
2	\$24,597	\$26,196	\$27,899	\$28,236
3	\$26,390	\$28,106	\$29,933	\$30,610
4	\$28,184	\$30,016	\$31,967	\$32,984
5	\$29,977	\$31,926	\$34,002	\$35,,358
6	\$31,771	\$33,837	\$36,037	\$37,732
7	\$33,564	\$35,746	\$38,070	\$40,106
8	\$35,358	\$37,657	\$40,106	

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. Holiday Routine

(a) Holiday routine shall prevail on:

1. Martin Luther King's 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 response and activities.
2. Radio tests, inspections of apparatus and equipment.
3. Safety Patrol activities.
4. Public Assembly inspections.
5. Special assignments, such as participation in public events.



6. Necessary housekeeping to maintain clean and sanitary conditions at all stations.

10-2. SUNDAY ROUTINE

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

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

1. Alarm or incident response and activities.
2. Radio tests, inspection of apparatus and equipment.
3. Training activities as scheduled.
4. Safety Patrol activities.
5. Public Assembly inspections.
6. Special assignments such as participation in public events.
7. Necessary housekeeping to maintain clean and sanitary conditions at all stations.
8. Equipment maintenance check.

FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION

By: Paul K. Brown  
President

Date: 5/1/92

ATTEST:

Sidney L. Stegony  
Secretary

Date: 5/1/92

CITY OF PLAINFIELD

By: Carol M. Miller  
Mayor

Date: \_\_\_\_\_

ATTEST:

By: Laddie Bryant  
Municipal Clerk

Date: 5/6/92