

1 AGREEMENT BETWEEN THE
2 CITY OF PLAINFIELD
3 AND THE
4 FIREMEN'S MUTUAL
5 BENEVOLENT ASSOCIATION
6 (FMBA)

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14 Effective January 1, 2003 Through December 31, 2007
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1 **P R E A M B L E**

2 **THIS AGREEMENT** entered into the day and year set opposite the
3 signatures of the parties, by and between the **CITY OF PLAINFIELD**, a
4 municipal corporation of the State of New Jersey, hereinafter called the "CITY,"
5 and **BRANCH NO. 7 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION**
6 hereinafter called the "FMBA."

7 **W I T E S S E T H**

8 **WHEREAS**, the City and the FMBA recognize and declare that providing
9 quality fire protection for the City is in their mutual aim; and

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

14 **WHEREAS**, the members of the fire force are particularly qualified to
15 advise on the formulation of policies and programs designed to improve the
16 standards of fire protection; and

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

1 committee shall meet at least once each month, unless waived by both parties, for
2 the purpose of reviewing the administration of the Agreement, and to resolve
3 problems that may arise. These meetings are not intended to by-pass the
4 grievance procedure.

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

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

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

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

1 3.3. **Steps of the Grievance Procedure - Employee**

2 The following constitutes the sole and exclusive method of resolving
3 grievances between the parties covered by this Agreement, with the exception of
4 major disciplinary action and other matters which are cognizable under Civil
5 Service Law, and the rules and regulations of the State Department of Personnel,
6 in which case such matters shall proceed for resolution, if any, in accordance
7 with Civil Service rules and regulations. The steps of the grievance procedure
8 shall be followed in their entirety unless any step is waived by written mutual
9 consent.

10 **Step One: Platoon Commander**

11 A non-disciplinary grievance (as defined in Section 3-1 herein) shall be
12 filed in writing with the employee's Platoon Commander/Bureau Supervisor
13 within thirty (30) calendar days after the event giving rise to the grievance. The
14 Platoon Commander/Bureau Supervisor shall attempt to resolve the grievance
15 and shall provide a written answer to the grievance within ten (10) calendar days
16 after receipt of the grievance.

17 **Step Two: Fire Chief**

18 If the grievance is not satisfactorily resolved at Step One, the grievant shall
19 file the written grievance with the Fire Chief, with a copy to the Platoon
20 Commander/Bureau Supervisor, within ten (10) calendar days of the the date
21 the Step One answer was received or should have been received. The grievant
22 shall have a copy of the Step One answer attached and shall set forth an

1 explanation as to why the grievant is unsatisfied with the Step One answer. The
2 Fire Chief shall attempt to find a mutually satisfactory solution to the grievance
3 and shall provide a written answer to the grievance within ten (10) calendar days
4 from its receipt.

5 **Step Three: Director**

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

15 Minor disciplinary grievances shall be initiated at this step and a copy of
16 the grievance shall be simultaneously filed with the Fire Chief and the Director of
17 Public Affairs and Safety.

18 **Step Four: City Administrator**

19 If the grievance is not satisfactorily resolved at Step Three, the grievant
20 shall file the written grievance with the City Administrator, with a copy to the
21 Director of Public Affairs and Safety, within ten (10) calendar days of the date the
22 Step Three answer was received or should have been received. The written

1 grievance shall have a copy of the Step Three answer attached and shall include
2 an explanation as to why the grievant is unsatisfied with the Step Three answer.
3 The City Administrator will attempt to find a mutually satisfactory solution to
4 the grievance and shall file a written answer to the grievance within ten (10)
5 calendar days of its receipt.

6 **Step Five: Arbitration**

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

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

16 The arbitrator so selected shall be bound by the terms of the Agreement
17 and shall not have the power to add to, subtract from or in any way modify or
18 change the terms of the Agreement. The arbitrator shall be bound by the laws of
19 the State of New Jersey as well as the decisions of the courts of the State of New
20 Jersey.

21 The arbitrator's decision shall be in writing and shall set forth finding of
22 fact and/or law and reasons therefore. The decision shall be final and binding

1 on the parties. The fee and expenses of the arbitrator shall be borne equally by
2 the parties. A party desiring to present witnesses shall pay for the expenses of
3 those witnesses and any other expenses which the party may incur.

4 3.4. The time limits set forth in this Article shall be strictly adhered to. If
5 any grievance has not been initiated within the time limits specified, then the
6 grievance shall be deemed abandoned. If any grievance is not processed to the
7 next succeeding step within the time limits prescribed in this Article, then the
8 disposition of the grievance at the last preceding step shall be deemed to be
9 conclusive. If a written answer is not given within the time limits prescribed at
10 any step in the grievance procedure, then the grievance shall be deemed to have
11 been denied and may be moved to the next step without further explanation.
12 Nothing herein shall prevent the parties from mutually agreeing in writing to
13 extend or contract the time limits for processing the grievance at any step in this
14 Article.

15 3.5. It is agreed that any General Order which is the subject of a
16 grievance before implementation of the order will not be implemented until the
17 grievance process has been completed.

18 **3.6. Rights of Firefighters to Representation**

19 (a.) Any party in interest may be represented at all stages of the
20 grievance procedure by himself or, at his option, by a representative selected or
21 approved by the FMBA or by counsel of his choice. When a Firefighter is not
22 represented by the FMBA, the FMBA shall have the right to be present and to

1 state its views at all stages of the grievance procedure. If a Firefighter is not a
2 member of the FMBA, consent must be granted by said Firefighter in order for an
3 FMBA representative to be present.

4 (b.) The parties agree that their respective agents, servants or
5 employees will not engage in any acts of reprisal or harassment against anyone
6 by reason of utilization or participation in the grievance/arbitration procedure
7 set forth in this Article.

8 **3.7. Statement of Policy**

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

18 **3.8. Miscellaneous**

19 (a) Forms for filing grievances, serving notices, taking appeals,
20 making reports and recommendations, and other necessary documents, shall be
21 prepared by the Director of Public Affairs and Safety and the Fire Chief in

1 consultation with the FMBA and given appropriate distribution so as to facilitate
2 operation of the grievance procedure.

3 (b) All meetings or hearings under the grievance/arbitration
4 procedure of this Article shall not be conducted in-public and shall include only
5 such parties in interest and their designated or selected representatives, unless
6 public hearings are required by law or both parties mutually agree in writing.

7 ARTICLE IV

8 DISCIPLINARY PROCEDURES

9 4.1. Pursuant to Chapter 303, Public Law 1968, the City hereby agrees
10 that every Firefighter shall have the right freely to organize, join and support the
11 FMBA and its affiliates for the purpose of engaging in collective negotiations and
12 other concerted activities for mutual aid and protection. As a duly selected body
13 exercising governmental power under color of law of the State of New Jersey, the
14 City understands and agrees that it shall not directly or indirectly discourage,
15 deprive or coerce any Firefighter in the enjoyment of any rights conferred by
16 Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution
17 of New Jersey and the United States; that it shall not discriminate against any
18 Firefighter with respect to hours, wages or any terms or conditions of
19 employment by reason of his membership in the FMBA and its affiliates, his
20 participation in any activities of the FMBA and its affiliates, collective
21 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 Firefighter such rights as he may have under any other applicable laws and
5 regulations. The rights granted to Firefighters hereunder shall be deemed to be
6 in addition to those provided elsewhere.

7 4.3. (a) No Firefighter shall be discharged or discipline except for
8 just cause. The question of just cause will specifically be subject to the grievance
9 procedure of this Agreement, provided it is not subject to Civil Service review.

10 (b) No Firefighter will be disciplined or called to a meeting that
11 will result in discipline without a Union representative present provide the
12 Firefighter requests such representation.

13 (c) Disciplinary action, with the exception of verbal warnings,
14 will be presented on a "disciplinary action" form with a copy made available to
15 the Firefighter.

16 (d) If a chargeable offense is made against an Firefighter,
17 he/she shall be notified in writing of the nature of the offense as well as his/her
18 right to a departmental hearing before the Director of Public Affairs and Safety.

19 (e) Within five (5) days of receipt of the charge, the Firefighter
20 shall notify the Director of Public Affairs and Safety if he/she desires a hearing,
21 in which case the hearing shall be conducted no sooner than ten (10) days nor
22 later than thirty (30) days of the service of the charge.

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

3 (g) If the hearing results in minor discipline, the Firefighter or
4 the FMBA may file a grievance under the grievance procedure of this
5 Agreement. The grievance shall be filed within ten (10) days of imposition of the
6 discipline and shall be instituted at Step Four (4), (City Administrator).

7 (h) If major discipline is imposed, the Firefighter may file an
8 appeal to the Merit System Board pursuant to the rules and regulations of the
9 State Department of Personnel.

10 (i) A written warnings or reprimand may be grieved
11 commencing at Step Three (3), (Director of Public Affairs and Safety).

12 (j) Where the City is permitted under Civil Service rules and
13 regulations to suspend a Firefighter prior to holding a departmental hearing,
14 such suspension shall be with pay until such time as a departmental hearing in
15 conformance with Civil Service rules and regulations is concluded. If the
16 departmental hearing results in one or more charges being sustained, the City
17 may assess a suspension without pay or take any other disciplinary action as
18 permitted by Civil Service rules and regulations. Firefighters may grieve or file
19 an appeal of such suspension, as applicable, pursuant to subsections (g) and (h)
20 of this Section.

21

22

1 ARTICLE V

2 FMBA RIGHTS AND PRIVILEGES

3 5.1. The City agrees to make available to the FMBA, in response to
4 reasonable requests from time to time, all available information concerning the
5 financial reports and audits, a list of certified fire personnel, budgetary
6 requirements and allocations, agendas and minutes of all City Council public
7 meetings, census data, names and addresses of all Firefighters, and other such
8 information that shall assist the FMBA in developing intelligent, accurate,
9 informed and constructive programs on behalf of the Firefighters. The City
10 further agrees to make available information which may be necessary for the
11 FMBA to process any grievance or complaint except in the case of personnel
12 matters, in which case the release of information shall be made on the basis of
13 legal advice from the Corporation Counsel.

14 5.2. Whenever any representative of the FMBA is mutually scheduled
15 by the parties to participate during working hours in negotiations, grievance
16 proceedings, conferences or meetings, he shall suffer no loss in pay.

17 5.3. Up to three (3) members of the FMBA Negotiations Committee
18 shall be granted leave from duty with full pay for all meetings between the City
19 and the FMBA for the purposes of negotiating the terms of an Agreement, when
20 such meetings take place at a time during which such members are scheduled to
21 be on duty.

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

2 Rescue One - One (1) Firefighter

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

4 6-2. In the event that the manpower of any Engine or Truck company
5 on any platoon should fall below three (3) individuals and such assignments
6 cannot be made to fill such shortage without reducing manpower in the other
7 companies below the minimum allowed, said shortage shall be filled by overtime
8 work in accordance with Article XII. No fire apparatus shall leave quarters for a
9 normal alarm response with less than two (2) men at any time for any reason
10 except Rescue Company One (1).

11 ARTICLE VII

12 WORKWEEK

13 7-1. The work week for Firefighters covered by this agreement, shall be
14 an average of not more than forty-two (42) hour week in an eight (8) week cycle
15 on a 24/72 work schedule.

16 7-2. The 24/72 work schedule shall be based on an eight (8) day regular
17 recurring work period consisting of one (1) twenty four (24) hours tour of duty,
18 followed by seventy two (72) hours scheduled off, followed by a second twenty
19 four (24) hour tour of duty, followed by seventy two (72) hours off. A tour of
20 duty shall run from 0800 to the following 0800.

1 comes upon an accident or traffic control problem and must take immediate
2 action.

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

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

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

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

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

14 8-2. The Firefighters on Safety Patrol will be required to understand the
15 basics of traffic control and accident investigation so that in the event they are
16 called upon to assist the Police or come upon an accident or traffic control
17 problem while on their tour of duty they will be able to properly turn over the
18 accident investigation and noted information to the Police.

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

1 presentation of testimony in court and the proper methods of filing any reports
2 dealing with criminal activity observed or discovered by them.

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

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

9 8-3. Safety Patrols will normally operate during the following time
10 periods:

11 8:30 a.m. to 12:30 p.m.

12 1:30 p.m. to 5:30 p.m.

13 7:30 p.m. to 11:30 p.m.

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

1 be rotated in such a manner as to equalize the workload among all of the
2 members of the Fire Division within the framework of the needs of the fire
3 service. During the life of the contract, there shall be two (2) men assigned to a
4 patrol vehicle at all times. The Fire Chief shall be authorized to cancel safety
5 patrols whenever the needs of the Fire Division so require.

6 8-4. It is clearly understood that the Firefighters assigned to Safety
7 Patrol shall not be trained in the use of firearms and shall not be assigned
8 firearms for use in the patrol vehicle.

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

14 8-5. **Alternative Duties**

15 It is understood that those Firefighters who do not qualify for safety
16 patrol duties or who, with the approval of the Fire Chief after request by the
17 Firefighter, are excused from safety patrol duties, may be trained and assigned as
18 building inspectors during the day time hours. The details of this program will
19 be worked out with the Fire Chief and the members of the Executive
20 Committees.

21 8-6. It is expressly and specifically agreed and understood that by

1 Firefighters assuming additional duties, including the safety patrol, the City does
2 not intend to change the duties of Firefighters in Title 4 of the New Jersey
3 Statutes, or any other job specifications described in the Department of Personnel
4 Rules and Regulations covering same, except as might be modified by the terms
5 of the Agreement.

6

7

ARTICLE IX

8

CITY'S RIGHTS AND PRIVILEGES

9

9-1. Management Responsibilities

10

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

17

A. The executive management and administrative control of the
18 City government and its properties and facilities, and the activities of the
19 employees.

20

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

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

8 Nothing contained herein shall be construed to deny or restrict the City of
9 its rights, responsibilities and authority under R.S. 40A and 11 or any other
10 national, state, county or local laws or ordinances.

11 The City shall have the right to take unilateral action pursuant to federal
12 and/or state statutory mandates, e.g., Commercial Motor Vehicle Safety Act,
13 Drug Free Workplace Act, provided that the City was required by deadlines,
14 extensions for which had been denied, to implement such actions. The FMBA
15 retains the right to challenge such actions pursuant and subject to the Grievance
16 procedure or before PERC, as applicable.

17 **9-2. Maintenance of Operations**

18 The FMBA covenants and agrees that during the term of this Agreement
19 neither the FMBA nor any person acting in its behalf will cause, authorize or
20 support, nor will any of its members take part in any strike (i.e., the concerted
21 failure to report for duty, or concerted willful absence of a Firefighter from his
22 duties of employment), work stoppage, slowdown, walkout or other mass

1 absenteeism against the City. The FMBA agrees that such action would
2 constitute a material breach of this Agreement.

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

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

11 **ARTICLE X**

12 **SALARIES**

13 10-1. The salary guide for all Firefighter is set forth in Attachment A
14 annexed to this Agreement and reflects the following:

15 Effective January 1, 2003 - 3.25% of base salary*

16 Effective January 1, 2004 - 3.85% of base salary*

17 Effective January 1, 2005 - 3.95% of base salary*

18 Effective January 1, 2006 - 4% of base salary

19 Effective January 1, 2007 -4.25% of base salary

20 * As agreed to by both parties in a sidebar agreements and subsequently ratified by the Plainfield City Council via
21 Resolutions and Salary Ordinances.

22 **10-2. Merit Increment**

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

4 **10-3. Longevity**

5 (a) For employees hired prior to January 1, 1994, the City shall pay
6 longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all
7 employees having completed the following years of service in the following
8 amounts:

9	10 years of service	\$500
10	15 years of service	\$1,000
11	20 years of service	\$1,300
12	25 years of service	\$1,600

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

16 (b) Effective January 1, 2007, employees hired after January 1, 1994
17 shall receive the following longevity.

18	10 years of service	\$400
19	15 years of service	\$400
20	20 years of service	\$400
21	25 years of service	\$400

22 **10-4. Exception to Longevity System**

23 The City agrees to the following exceptions to the longevity payment

1 system of 10-3:

2 (a) Employee now receiving a longevity pay at eight (8) and nine years
3 will be paid in accordance with the scheduled noted in 10-3 (a) as if they serve
4 ten (10) years.

5 (b) Any employee on July 1, 1976, will be eligible for the first longevity
6 payment after completing eight (8) years of service under the constraints of
7 Section 11:4-1 of the Municipal Code.

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

11 10-5. Fire Cadet Training

12 From the date of hire until completion of the Fire Academy training
13 (which is approximately eight (8) weeks), trainees will be designated as Fire
14 Cadets. Fire Cadets will be paid one (1) step increment below the starting salary
15 during this period.

16 **ARTICLE XI**

17 **SICK LEAVE AND OTHER LEAVES OF ABSENCES**

18 11-1. Leaves of absence other than sick leave shall be as set forth in
19 Section 11:9-6 of the Municipal Code of the City of Plainfield.

20 11-2. **Sick Leave**

21 A. Allowance for accumulated sick leave shall be on the basis of

1 an 8.4 hour day for those days accumulated beginning January 1, 1973, and on a
2 basis of a twelve (12) hour day prior to January 1, 1973.

3 B. For purposes of the twenty four (24) hour shift, a day shall
4 convert to twelve (12) hours and sick leave is to be used in twelve hour
5 increments. A tour of duty shall equal twenty four (24) hours.

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

8 1. Personal illness or injury;

9
10 2. Exposure to contagious disease;

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

19
20 4. Death in the employee's immediate family for a
21 reasonable period of time once bereavement leave has been exhausted.

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

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

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

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

3 E. After the initial month of employment and up to the end of
4 the first calendar year, employees shall be credited with one day per month 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. However, sick leave credit shall not accrue on any succeeding
8 January 1st after an employee has resigned or retired, although his or her name is
9 being retained on the payroll until exhaustion of vacation or compensatory leave.

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

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

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

20 The City Administrator may schedule medical examinations for all
21 employees annually or more frequently, if required.

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

12 11-4. Upon a work incurred disability which results in retirement, a
13 Firefighter shall be entitled to be paid up to one (1) year unless extended by the
14 City. Thereafter, he shall receive payment for all accumulated and unused sick
15 leave days, if any, on the basis of one-third (1/3) day per full day.

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

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

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

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

11 11-5. For the purposes of payment for accumulated sick leave (and
12 vacation leave to the extent permitted to be carried over from the previous year)
13 under this Article, unused sick and vacation leave accumulated in 1982 or prior
14 to 1982 will be paid at the 1982 salary rate. All unused sick and vacation leave
15 accumulated in subsequent years will be paid at the salary rate earned during the
16 year in which it is accumulated. Accumulated sick leave will be drawn upon a
17 first-in-first out basis.

18 11-6. Effective January 1, 2007 a Firefighter shall be entitled to five (5)
19 personal days. The first three (3) days utilized by the Firefighter shall not be
20 charged to the Firefighter's accumulated sick/vacation time. The first three (3)
21 personal days are non cumulative and cannot be carried over. Use of these three
22 personal days shall be on manpower permitting basis. For purposes of the

1 24/72 hour shift, the City and the FMBA further agree that under the discretion
2 of the Fire Division and at the request of the employee, an employee may be
3 allowed to take personal days in twelve hour periods; if so, such period shall
4 either be 0800-2000 or from 2000-0800 hours.

5 The remaining two (2) personal days shall be charged to the Firefighter's
6 accumulated sick leave balance. In the event such personal days are not used by
7 the end of the calendar year, the two (2) days shall be credited back to the
8 Firefighter's accumulated sick leave balance for future use or banking.

9 Procedures for use of all personal days shall be on a manpower permitting
10 basis, within the same established guidelines as used in granting of
11 compensatory time.

12 ARTICLE XII

13 OVERTIME

14 12-1. Where possible, overtime will be assigned on a voluntary, rather
15 than on a mandatory basis. The overtime list will be posted in advance, unless
16 emergency conditions prohibit it and the Fire Officers will be permitted to
17 arrange for exchange at their request.

18 12-2 For purposes of the 24/72 work schedule overtime shall be paid as
19 follows:

20 (a) First thirty (30 minutes past the end of the tour of duty shall
21 be paid at straight time.

1 (b) Starting with the thirty-first (31) minute past the end of the
2 tour, payment shall be made at time and one-half,
3 retroactive back to the first minute;

4 (c) All other aspects of overtime shall be in accordance with the
5 present City policy, practice and the applicable collective
6 bargaining agreement provisions.

7 12-3. All Firefighters shall be compensated at the time and one-half rate,
8 either in cash or compensatory time off at the employee's sole option, for all time
9 worked beyond the regularly scheduled work hours or on a regularly scheduled
10 day off. If the employee elects to receive cash compensation, then it shall be
11 promptly paid. If the employee elects to receive compensatory time off, then
12 said compensatory time off shall be accumulated in a compensatory time off
13 bank (one and one-half hours (1 ½) added to the compensatory time off for each
14 hour of overtime worked as specified in 12-2) and such compensatory time off
15 shall be used upon the employee's request and subject to the consent of the Fire
16 Department Chief or his designee.

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

1 Employees are encouraged to use all compensatory time off as soon as
2 possible after it is earned. If compensatory time off remains in the Employee's
3 compensatory time off bank for more than ninety (90) days, then the Fire
4 Department shall have the option to convert the compensatory time off to cash
5 payment at the appropriate rate (time and one half) and shall pay the said
6 amount in the next pay check. Under no circumstances shall any employee be
7 deprived of the appropriate overtime, time and one-half, compensation rate.

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

13 12-4. All Firefighters shall be entitled to a minimum of four (4) hours
14 pay if called back to work after completion of the regular tour of duty.

15 ARTICLE XIII

16 INSURANCE PROTECTION

17 13-1. The City shall pay the entire cost of the Traditional Plan
18 (hospitalization, medical/surgical and major medical coverage administered by
19 Horizon Blue Cross Blue Shield of New Jersey) for all employees and their
20 eligible dependents covered by this Agreement. For those employees choosing
21 to participate in the New Jersey Plus plan, (hospitalization, medical, surgical and
22 major medical coverage administered by Horizon Blue Cross/Blue Shield) or the

1 various Health Maintenance Organization Plans (hospitalization, medical
2 surgical and major medical coverage administered by group practice or
3 individual practice health insurance carriers) options instead of the Traditional
4 Plan, the City's financial obligation shall be no higher than the cost of the
5 corresponding Traditional Plan.

6 13-2. In addition to any and all other life insurance coverage currently
7 afforded to uniformed members of the Fire Division by virtue of their
8 participation in the Police and Firemen's Retirement System, or any other like
9 system, the City will provide each Firefighter who has completed five (5) years of
10 service with a paid group life insurance policy of a face value of Four Thousand
11 (\$4,000.00) dollars.

12

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

14 Those Firefighters who have not yet completed five (5) years of service
15 will be provide a long term disability insurance plan, which will provide income
16 of fifty (50%) percent of the employee's present salary following the utilization of
17 all sick and vacation leave that would be forthcoming or a one hundred eighty
18 (180) day waiting period, whichever is longer. In the event that an employee
19 exhausts his or her accumulated sick and vacation leave prior to the expiration of
20 the one hundred eighty (180) days waiting period, the City agrees to pay fifty
21 (50%) percent of the employee's salary up to the expiration of the one hundred
22 eighty (180) day waiting period. Such payment of fifty (50%) of salary will be

1 provided following determination by the City physician that the employee's
2 illness or injury is of sufficient quality and duration that it could qualify the
3 employee for long term disability coverage. After the completion of five (5) years
4 of service, the long term disability income insurance coverage will terminate and
5 the employee will be provide group life insurance as provided in Section
6 13-2.

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

20 13-5. In lieu of a drug prescription plan, the City agrees to pay each

1 Firefighter covered by this Agreement the sum of One Hundred (\$100.00) Dollars
2 per year. This payment shall be made to each Firefighter in December of each
3 year.

4 13-6. If negotiations with other bargaining units results in changes in
5 health coverage, the parties to this Agreement agree to immediately reopen this
6 Agreement for the purpose of negotiating similar changes to the insurance
7 coverage set forth in this Article.

8 **13.7 Coverage Upon Death or Retirement**

9 A. The City agrees to continue health insurance coverage for
10 spouse and dependents for those employees who die while actively employed
11 for a period of one (1) year provided, however, that said employee has coverage
12 at the time of death.

13 B. The City agrees at its sole expense to continue the health
14 insurance coverage for employee, spouse and eligible dependents for those
15 employees who retire, as such retirement is based upon 25 years or more of
16 credited service in their pension system (except those who elect a deferred
17 retirement) or disability retirement regardless of years of service. Said health
18 insurance coverage shall be the same coverage as provided to City employees.

19 **ARTICLE XIV**

20 **VACATION AND HOLIDAYS**

21 14-1. For purposes of the 24/72 work schedule vacation days shall be

1 converted to twelve (12) hour days and a tour of duty shall equal twenty four
2 (24) hours.

3 14-2. Vacation time shall be earned as follows:

4 0 through 1st year 1 working day per month during
5 first calendar year of service

6
7 Commencing the 2nd through 13 working days
8 5th year

9
10 Commencing the 6th through 16 working days
11 10th year

12
13 Commencing the 11th through 19 working days
14 15th year

15
16 Commencing the 16th through 22 working days
17 20th year

18
19 Commencing the 21st year or
20 more 26 working days

21
22 For purposes of computing years of service for vacation leave, anyone
23 whose date of hire falls between January 1st and September 30th, inclusive, is
24 entitled to count that period as a year of service. Vacation shall be computed on
25 a calendar year basis, i.e., January 1st to December 31st.

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

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

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

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

8 14-3. As provided in Section 11:9 of the Municipal Code, vacation leave
9 will be calculated on the basis of a 8.4 hour day. Employees will have thirteen
10 (13) holidays per year. Eight (8) of the holidays shall be taken as vacation days in
11 addition to the schedule in 14-2 and five (5) of the thirteen (13) holidays may be
12 taken as vacation days in the same manner, or as "paid days." Employees shall
13 advise the Fire Chief of their intention to treat the five (5) holidays as vacation
14 days or "paid days" by February 1st, so that the City may budget its financial
15 obligations accurately. The payment for paid days will be in the first regular pay
16 of December. Holiday routine and Sunday routine duties will be in effect as
17 provided in Section 10 of General Order 1:14 which is attached and made a part
18 of this Contract, except that Sunday routine shall not pertain to Saturdays.

19 14-4. For purposes of the 24/72 work schedule, holidays shall be charged
20 in twenty (24) hour blocks. The City and the FMBA agree that per the discretion
21 of the Fire Division and at the request of the employee, an employee may be

1 allowed to take holidays in twelve hour periods; if so, such period shall either be
2 0800-2000 or from 2000-0800 hours.

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

8 **ARTICLE XV**

9 **MISCELLANEOUS**

10 15-1. This Agreement constitutes the City policy for the term of said
11 Agreement, and the City shall carry out the commitments contained herein and
12 give them full force and effect as terms as City Policy.

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

21 15-3. The City and the FMBA agree that there shall be no discrimination

1 and that all practices, procedures and policies of the Fire Division shall clearly
2 exemplify there is no discrimination in the hiring, transfer, or discipline of
3 Firefighter personnel on the basis of race, creed, religion, national origin, marital
4 status or sex. Nothing in this section shall prohibit the City from complying with
5 its legal or moral obligations with regard to federal, state or local Affirmative
6 Action laws.

7 15-4. It is expressly agreed and understood that the City and the FMBA
8 shall be bound by the present Personnel Ordinances as modified by the terms of
9 this Contract, regardless of whether same is repealed or amended, unless both
10 parties agree to said repeal or amendments.

11 15-5. Copies of this Agreement together with a copy of the City
12 Personnel Code shall be reproduced at the expense of the City within thirty (30)
13 days after the Agreement is signed and shall be available for examination by all
14 Firefighters now employed, hereafter employed or considered for employment
15 by the City.

16 15-6. If there is any conflict between the terms of this Agreement and any
17 Ordinance hereafter enacted, the terms of this Agreement shall prevail.
18 Reference to "any Ordinance" shall mean those Ordinances in effect at the time
19 of the adoption of this Agreement. Amendments to such Ordinances subsequent
20 to the adoption of this Agreement referring to matters contained herein, shall
21 have no effect upon this Agreement without consent of all parties hereto.

22 15-7. When a Firefighter is designated by order of the Fire Chief to serve

1 in the capacity of and perform the functions of an Acting Lieutenant for any
2 eight (8) consecutive hours or more during the course of any forty two hour
3 work week, he shall be paid the appropriate rate of pay as Lieutenant for all
4 hours worked as provided in Section 11:7-5(d) of the Municipal Code of the City
5 of Plainfield. This may be implemented whenever the total Officer complement
6 of any Platoon falls below five (5) Officers except for short notice emergency
7 illness, in which case an Officer may be required to work overtime. "Five (5)
8 Officers" is hereby defined as a Platoon Commander and four (4) Company
9 Officers. There shall be a minimum of two acting lieutenants prior to an
10 overtime Officer called. The duration of time each member is appointed to an
11 acting officer shall consist of two (2) day tours and two (2) night tours before the
12 next member is appointed.

13 15-8. In the event a vacancy is anticipated for a period in excess of one
14 cycle (12-day tour), the acting appointment shall be made from the existing
15 certified list promulgated by the Department of Personnel of Firefighters eligible
16 for promotion to Lieutenant.

17 15-9. If the vacancy is anticipated for a shorter duration, the acting
18 appointment shall be made from those members in the affected Platoon/Bureau
19 who are on the existing certified list promulgated by the Department of
20 Personnel of Firefighters eligible for promotion to Lieutenant.

21 15-10. Wherever possible, acting appointments shall be rotated every

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

7 15-11. All uniformed employees shall receive the annual reimbursement
8 for the maintenance of their uniforms in the amount of \$450.00. Effective January
9 1, 2007, the clothing allowance shall be increased from four hundred and fifty
10 dollars (\$450.00) to six hundred fifty dollars (\$650.00). Payment shall be made in
11 December of each year. The City shall provide all necessary uniforms when
12 individually needed due to Fire service activity and not strictly on a time limit
13 schedule.

14 15-12. Any individual Contract between the City and an individual
15 Firefighter, heretofore and hereafter executed, shall be subject to and consistent
16 with the terms and conditions of this Agreement; this Agreement, during its
17 duration shall be controlling.

18 15-13. 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 FMBA to discuss these changes and shall agree to take the
22 Committee's view into consideration prior to implementing said changes.

1 15-14. Firefighters 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 15-15. The City will provide a tax-sheltered annuity deduction system
6 whereby each employee, at his/her option, may deduct up to ten (10%) of gross
7 salary and apply it to a tax-sheltered annuity program to be designated by the
8 City.

9 15-16. Upon advance notice and at reasonable times, any
10 bargaining unit employee may review his/her personnel file, unless confidential
11 by law. However, this appointment for review must be made through the Chief
12 of the Fire Division or his designated representative.

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

21 15-17. Each employee shall be supplied with a written certification from
22 the City during the month of January of each year, which shall state the number

1 of vacation days, holidays taken, sick days, personal days and any other time
2 which is available to the employee.

3 15-18. Due to the physical demands place upon a Firefighter during
4 firefighting operations, the Fire Division shall, in accordance with this
5 agreement, follow F.E.M.A. (Federal Emergency Management Agency)
6 Emergency Incident Rehabilitation Standard Operating Procedures, FA-114.
7 Also, outdoor activities such as training, building inspections and hose testing
8 shall be ceased when environmental conditions indicate a heat stress index above
9 90 degrees Fahrenheit or a wind chill index below ten degrees Fahrenheit.

10 **ARTICLE XVI**

11 **UNION DUES AND AGENCY SHOP FEE**

12 **16-1. Union Dues**

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

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

4 The Association will provide the necessary "checkoff authorization" form,
5 and the Association will secure the signature of its members on the form and
6 deliver the signed forms to the City.

7 **16-2. Agency Shop Fee**

8 Any permanent employee in the bargaining unit on the effective date of
9 this Agreement who does not join the Union within thirty (30) days thereafter,
10 any new, permanent employee who does not join within thirty (30) days of initial
11 employment within the unit, and any permanent employee previously employed
12 within the unit who does not join within ten (10) days or re-entry into
13 employment with the unit shall, as a condition of employment, pay a
14 representation fee to the Union by automatic payroll deduction. The
15 representation fee shall be in an amount equal to eighty-five (85%) percent of the
16 regular Union membership dues, fees, and assessments as certified to the City by
17 the Union. The Union may revise its certification of the amount of representation
18 fee at any time to reflect changes in the regular Union membership dues, fees
19 and assessments. The Union's entitlements to the representation fee shall
20 continue beyond the termination date of this Agreement so long as the Union
21 remains the majority representative of the employees in the unit, provided that

1 no modification is made in this provision by a successor Agreement between the
2 Union and the City.

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

7
8 **ARTICLE XVII**

9 **DRUG POLICY**

10 The City of Plainfield is committed to promoting high standards of health,
11 safety and efficient service. The City recognizes that each employee has the right
12 to come to work and perform his or her job in an environment that is free from
13 the illegal use of drugs. It is also in the best interest of the City and the public,
14 that employees be able to perform their duties, safely and efficiently. Therefore,
15 in harmony with the City's commitment to insure a drug free workplace, the
16 FMBA has agreed to a Zero Drug Tolerance policy. As such Firefighters shall not
17 unlawfully manufacture, distribute, dispense, possess or use a controlled
18 dangerous substance on or off the job; or be under the influence of a controlled
19 substance, not prescribed for him/her by a physician while on or off the job.
20 Any Firefighter violating this policy shall be subject to termination in accordance
21 with the provisions of Article 17, Drug Policy and Article IV, Disciplinary
22 Procedures of this Agreement.
23

1 **Section 1. Policy**

2 17:1-1. It shall be the policy of the Plainfield Fire Division to continue to
3 provide for urinalysis/drug screening examinations for all applicants for the
4 position of Firefighter and that all advertisements and announcements for the
5 position of Firefighter shall clearly indicate that mandatory urinalysis/drug
6 screening is a requirement for the position.

7 17:1-2. The urinalysis/drug screening of permanently appointed Fire
8 Firefighters shall be required when there is a reasonable individualized suspicion
9 to believe that the Firefighter is using illegal drugs.

10 17:1-3. The urinalysis/drug screening of a permanently appointed
11 Firefighter may be performed as part of a regularly scheduled medical
12 examination.

13 **Section 2. Purpose**

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

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

1 challenge the results of any urinalysis/drug screening test for illegal substances
2 and drug abuse that proves positive.

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

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

12 **Section 3. Definitions**

13 17:3-1. The following definitions are provided for terms used in this
14 order.

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

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

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

1 Department of Health clinical laboratory license with authorized toxicology
2 specialty. A copy of said license shall be provided to the FMBA prior to the
3 commencement of testing.

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

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

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

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

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

- 19 i. Review of the medical history furnished by the
20 employee and a report of the items on the medical
21 examination form;
22 ii. Urinalysis;

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

6 A. Working Days - Relates to the individual Fire Personnel's
7 working tour.

8 **Section 4. General Rules**

9 17:4-1. Fire Division employees shall not possess or use any controlled
10 dangerous substance or any illegal drug while on duty or off duty, unless
11 properly prescribed by a licensed physician or dentist.

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

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

19 17:4-3. Any employee who is ingesting any prescribed medication or over
20 the counter medication which impairs his/her ability to function effectively or
21 safely must notify his/her immediate supervisor via an M-13 prior to the start of
22 the work tour, indicating what the medication is, possible side effects and, if

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

6 17:4-4. The City shall take action to terminate any Firefighter who is using,
7 distributing and/or found to be in possession of a controlled dangerous
8 substance on or off the job. The action to terminate shall be in accordance with
9 the provisions of Article 17, Drug Policy and Article IV, Disciplinary Procedures
10 of this Agreement.

11 **Section 5. Members Affected**

12 17:5-1. All applicants for the position of Firefighter shall be tested for
13 drug use as part of their pre-employment screening process.

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

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

21 17:5-2. Permanently appointed Employees in the position of Firefighter
22 shall be tested for drugs or drug use when there is reasonable individualized

1 suspicion to believe that the Employee is using illegal drugs, and only after it has
2 been demonstrated that there is an objective basis for the reasonable suspicion,
3 and then only with the permission of the Fire Chief or in his absence, the Acting
4 Chief.

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

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

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

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 up to and including possible termination from the Division.

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

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

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

19 B. Receipt of confirmation from the testing laboratory of a
20 positive test result indicating the presence of any illegal drug or substance, any
21 narcotic drug or substance or unexplained prescription drug or substance, may
22 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 RIA method.
- 10 B. Verification of all initial screening positive tests.
- 11 C. Confirmation analysis by GC/MS.

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

15	Drug/Drug	RBL Screening Cut Off	GC/MS
16	Metabolite	(ng/ml)	Confirmation
17		Abuscreen/EMIT	Cut-off (ng/ml)
18			
19	Delta-THC-9		
20	Carboxylic Acid		
21	(Marijuana)	50/50	10
22			
23	Benzoyllecgonine		
24	(Cocaine)	300/300	200
25			
26	Morphine		
27	(Opiates)	300/300	100
28			

1	Amphetamine	1,000/300	500
2			
3	Barbiturates	200/300	200
4			
5	Benzodiazepines	300/300	300
6			
7	Phencyclidine (PCP)	25/75	20
8			
9	Methaqualone	750/300	750

11 17:6-2. The schedule of drugs shall not be considered inclusive. It may
12 be expanded to include other controlled dangerous substances or illegal drugs if
13 in the opinion of the Fire Chief or the Director of Public Affairs and Safety it is
14 necessary to do so. If the schedule of drugs is expanded by the addition of any
15 other illegal or controlled dangerous substance, then the schedule will also
16 define the established level that will be considered a positive reading for the
17 additional substance. Expansion of the schedule shall be subject to mutual
18 agreement between the City and the FMBA.

19 **Section 7. Specimen Acquisition Procedures**

20 17:7-1. The Staff Services Bureau is the unit of the Fire Division which
21 shall arrange for obtaining a urine sample for the purposes of urinalysis/drug
22 screening.

23 17:7-2. The following are guidelines for collecting specimens:

24 A. Prior to submission of a urine sample, the Firefighter shall
25 complete a Drug Screening Information Form providing all the information as
26 requested on the form.

1 B. The official monitor shall be responsible for ensuring that all
2 required forms for the specimen acquisition have been accurately and
3 thoroughly completed.

4 C. Prior to submission of the urine sample, the official monitor
5 and the Firefighter shall inspect the specimen bottle to insure that the specimen
6 bottle has not been tampered with. If there is doubt in this regard, the specimen
7 bottle shall be replaced by the official monitor.

8 D. Urine samples will be processed in accordance with
9 accepted chain of evidence procedures. Throughout the acquisition process, the
10 identity of the Firefighter shall be preserved through the use of the social security
11 number in lieu of the person's name on all forms submitted to the laboratory
12 with the urine sample.

13 E. The Firefighter shall complete all information requested on
14 the specimen bottle label and on the laboratory chain of custody form.

15 F. After the official monitor has inspected the information for
16 accuracy, the Firefighter shall void at least 50 milliliters of urine into the
17 specimen bottle.

18 G. The Firefighter shall void the urine sample in the presence of
19 the official monitor in a recognized rest room in Fire Headquarters or at the
20 testing contractor's place of business.

21 H. After collection, the Firefighter shall make sure the lid is
22 tight.

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

5 J. The Firefighter will then initial the tape once it is in place.

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

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

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

13 17:7-3. Samples may only be taken at a recognized restroom within Fire
14 Division Headquarters or at the testing contractor's place of business. If the
15 sample is to be obtained at the testing contractor's place of business, the
16 employee shall be escorted to that location by a member of the Staff Services
17 Bureau.

18 17:7-4. The only person who will be in attendance during the sampling
19 process shall be a monitor who is of the same sex as the employee/applicant
20 contributing the sample, and, if necessary, a sworn member of the Staff Services
21 Bureau, who shall also be of the same sex as the employee/applicant
22 contributing the sample.

1 17:7-5. The contractor shall be responsible for the chain of custody of the
2 sample and for all necessary transportation of the sample to the designated
3 testing facility.

4 17:7-6. In the event that an original sample is in any way contaminated or
5 proves to be of insufficient quantity for complete testing, that employee may be
6 requested to provide another sample, either as a member of a subsequent group
7 test or individually.

8 17:7-7. In the case of permanently appointed Firefighters, at the time that
9 a urine sample is provided the employee may request that a second sample be
10 taken for storage and possible future challenge.

11 A. The second sample shall be provided at the same time the
12 first sample is taken.

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

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

17 **Section 8. Specimen Results**

18 17:8-1. The contractor shall communicate all laboratory analysis results to
19 the Director of Public Affairs and Safety or the Fire Chief via certified copy of the
20 final results in an appropriate mailer or envelope marked confidential. The final
21 results will be reviewed by the Director of Public Affairs and Safety and the Fire

1 Chief. Each employee, upon whom a final result has been rendered, shall be
2 notified of such result by the Chief, or his designee.

3 17:8-2. Final laboratory results indicating a positive or negative result of
4 the urinalysis/drug screening may be reviewed and/or a copy obtained by the
5 employee who contributed that specific sample, if the employee submits a
6 request in writing through the chain of command within five (5) working days of
7 notification or receipt of the final results by the Fire Chief.

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

10 17:8-4. Whenever any sample results in a final laboratory test which is
11 positive for the presence of an illegal or controlled dangerous substance included
12 on the schedule of drugs:

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

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

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

22 **Section 9. Employee Challenge**

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

6 A. Make arrangements for the testing of the secondary urine
7 sample by the GC/Ms method of screening and confirmation with the Fire
8 Division's contractor.

9 B. The employee shall accompany or provide an agent acting
10 on their behalf to accompany a member of the Staff Services Bureau to the testing
11 firm contracted by the Plainfield Fire Division. All cost incurred shall be borne
12 by the employee concerned unless the second sample shall prove negative, in
13 which event the City shall bear the cost incurred.

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

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

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

4 Section 10. Continuation of Health Benefits.

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

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1 ARTICLE XVIII

2 DURATION OF AGREEMENT

3 18-1. This Agreement shall be effective January 1, 2003 and shall
4 continue in effect through December 31, 2007, subject to negotiation of a
5 successor Agreement as provided in Article II.

6 18-2. Subject to good faith negotiations by both parties, this Agreement
7 shall be extended until a new Agreement has been negotiated.

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

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ARTICLE XIX

FULLY BARGAINED AGREEMENT

19-1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both at the time they negotiated or signed this Agreement.

19-2. If, during the term of this Agreement, the State of New Jersey, the Federal Government or any agency thereof mandates minimum benefits in any area, the parties agree to reopen negotiations to bargain over the effect and impact of such mandated benefits on the parties' Agreement.

ATTEST:

**FIREMEN MUTUAL BENEVOLENT'
ASSOCIATION**

Secretary

President

Date

Date

ATTEST:

CITY OF PLAINFIELD

City Clerk

Mayor

Date

Date

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ATTACHMENT A
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 Guide for Firefighters hired after January 1, 1998

Step	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%
Cadet	33171	34,448	35,809	37,241	38,824
1	36523	37,929	39,427	41,004	42,747
2	39875	41,410	43,046	44,768	46,671
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

LONGEVITY SCHEDULE

**Firefighters
hired prior to
1/1/94**

Yrs. Of Service	Lgvtly Amount
10	\$500
15	1,000
20	1,300
25	1,600

**Firefighter hired after
1/1/94**

Yrs. Of Service	Lgvtly Amount
10	\$400
15	\$400
20	\$400
25	\$400

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1 ATTACHMENT B

2 GENERAL ORDER 1:14

3 Section 10. ROUTINE. SUNDAYS AND HOLIDAYS

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

7 HOLIDAYS ROUTINE

8 (a) Holiday routine shall prevail on:

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

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

- 24 1. Alarm or incident responses and activities.
- 25 2. Radio test, inspections of apparatus and equipment.
- 26 3. Safety Patrol activities.
- 27 4. Public Assembly inspections.
- 28 5. Special assignments, such as participation in public events.

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

3 **10.1 SUNDAY ROUTINE**

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

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

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

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AGREEMENT

The City of Plainfield and the Plainfield FMBA/FOA (Fire Officers Association) Local 207 have agreed to extend the FOA's collective bargaining agreement an additional year through December 31, 2007.

The parties agree that members of this bargaining unit for calendar year 2007 shall receive a four percent (4%) base salary increase retroactive to January 1, 2007 and that this will conclude all bargaining items for calendar year 2007. It is agreed that the reimbursement for the maintenance of uniforms shall be increased to \$700.00 annually effective January 1, 2007. The parties further agree to continue the collective negotiations process for calendar year 2008, 2009 and 2010.

It is further agreed that all other aspects of the collective bargaining agreement between the City and the FOA shall remain in full force and effect and that the parties shall be bound by the previous Agreement, present City policy practices and standard operating procedures currently in effect until such time as a successor contract is executed.

Whereas, by their signatures below the City and the FMBA/FOA Local 207, through their authorized representatives do, hereby agree to the provisions above subject to ratification by the FOA membership and the Plainfield City Council.

ATTEST:

CITY OF PLAINFIELD

Laddie Wyatt
Laddie Wyatt, City Clerk

BY: Sharon Robinson-Briggs
Sharon Robinson-Briggs, Mayor

Date: March 7, 2008

FMBA/FOA Local 207

Kevin J. Blalock

Kevin J. Blalock

Date: Feb 14, 2008