

AGREEMENT BETWEEN THE
CITY OF PLAINFIELD
AND THE
PLAINFIELD FIRE OFFICERS
ASSOCIATION (PFOA)

Effective January 1, 2018 through December 31, 2021

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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 the PLAINFIELD FIRE OFFICERS' ASSOCIATION, hereinafter called the "PFOA."

WITNESSETH

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

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

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

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

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

ARTICLE I

RECOGNITION

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

ARTICLE II

NEGOTIATION PROCEDURE

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

2.2. Continuing Review of this Agreement

A. Representatives of the City and the PFOA negotiating committee shall meet at least once each month, unless waived by both parties, for the purpose of reviewing the administration of the Agreement, and to resolve 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 Fire Officers 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, the PFOA or an individual employee covered by this Agreement.

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 PFOA 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/ARBITRATION 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 New Jersey Civil Service which is reduced to writing shall be subject to the grievance procedure. Grievances of this nature shall commence at Step Two.

3.2. Purpose

A. The purpose 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 grievance.

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 the New Jersey Civil Service Commission and its rules and regulations, in which case such

matters shall proceed for resolution, if any, in accordance with those DOP rules and regulations. The steps of the grievance procedure shall be followed in their entirety unless any step is waived by written mutual consent.

Step One: Director

The grievant shall file the original written grievance with the Fire Director, with a copy to the Fire Chief, within ten (10) business days from when the grievance arose or when the grievant should have reasonably known. The Fire Director shall attempt to find a mutually satisfactory solution to the grievance and shall provide a written answer to the grievance within ten (10) business days of its receipt.

Step Two: Business Administrator

If the grievance is not satisfactorily resolved at Step One, the grievant shall file the written grievance with the Business Administrator, with a copy to the Fire Director, within ten (10) calendar days of the date the Step One answer was received or should have been received. The written grievance shall have a copy of the Step One answer attached and shall include an explanation as to why the grievant is unsatisfied with the Step One answer. The Business Administrator will attempt to find a mutually satisfactory solution to the grievance and shall file a written answer to the grievance within fifteen (15) business days of its receipt.

Minor disciplinary grievances shall be initiated at this step and a copy of the grievance shall be simultaneously filed with the Fire Chief and the Fire Director.

Step Three: Arbitration

If the grievance is not satisfactorily resolved at Step Two, the Union may file a written demand for arbitration with the New Jersey Public Employment Relations Commission (PERC) within thirty (30) calendar days from the date the Step Two answer was received or should have been received. A copy of the demand for arbitration shall be simultaneously filed with the Business Administrator.

The selection of the arbitrator and the conduct of the arbitration hearing shall be pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission 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. The arbitrator shall be bound by the laws of the State of New Jersey as well as the decisions of the courts of the State of New Jersey.

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

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

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

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

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

3.6. Rights of Fire Officers 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 PFOA, or by counsel of his choice. When a Fire Officer is not represented by the PFOA, the PFOA shall have the right to be present and to state its views at all stages of the grievance procedure. If a Fire Officer is not a member of the PFOA, consent must be granted by said Fire Officer in order for an FOA representative to be present.

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

3.7. Statement of Policy

The City and the PFOA agree that it is generally advisable to avoid public statements to the mass media prior to exhaustion of the aforesaid grievance/arbitration procedures. The City and the PFOA 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 Business Administrator or his duly authorized agent and by the PFOA through its President or its duly authorized agent and both parties agreed they will use their best efforts to prevent the making of statements relative to 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 Fire Director and the Fire Chief in consultation with the PFOA and given appropriate distribution so as to facilitate operation of the grievance procedure.

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

ARTICLE IV

FIRE OFFICERS' RIGHTS

4.1. Pursuant to Chapter 303, Public Law 1968, the City hereby agrees that every Fire Officer shall have the right freely to organize, join and support the PFOA 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, deprive or coerce any Fire Officer 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 Fire Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PFOA and its affiliates, collective negotiations with the City or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any term or condition of employment.

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

4.3. Disciplinary Action

A. No employee shall be discharged or discipline 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 the review of New Jersey Civil Service.

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

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

D. If a chargeable offense is made against an employee, he shall be notified in writing of the nature of the offense as well as his right to a departmental hearing before the Fire Director.

E. Within five (5) days of receipt of the charge, the employee shall notify the Fire Director if he desires a hearing. The hearing shall be conducted within thirty (30) days of the filing of the charge.

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

G. If the hearing results in minor discipline, the employee may file a grievance under the grievance procedure of this Agreement. The grievance shall be filed within ten (10) days of imposition of the discipline and shall be instituted at Step Two (2), (Business Administrator).

H. If major discipline is imposed, the employee may file an appeal to the Merit System Board pursuant to New Jersey Civil Service rules and regulations.

I. A written warnings or reprimand may be grieved commencing at Step One (1), (Fire Director).

ARTICLE V

PFOA RIGHTS AND PRIVILEGES

5.1. The City agrees to make available to the PFOA, 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 Council public meetings, census data, names and addresses of all Fire Officers, and other such information that shall assist the PFOA in developing intelligent, accurate, informed and constructive programs on behalf of the Fire Officers. The City further agrees to make available information which may be necessary for the PFOA 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 PFOA 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 two (2) members of the PFOA Negotiations Committee shall be granted leave from duty with full pay for all meetings between the City and the PFOA 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 two (2) members of the Grievance Committee, exclusive of the President of the PFOA, shall be granted leave from duty with full pay for all meetings between the City and the PFOA 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 PFOA (President, Vice-President, Recording Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be permitted to attend all regularly scheduled meetings in Fire Headquarters facilities.

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

ARTICLE VI

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ARTICLE VII

WORKWEEK

7.1. The workweek for the Fire Officers working in suppression covered by this agreement shall be an average of not more than forty-two (42) hours per week in an eight (8) week cycle on a 24/72 work schedule.

7.2. The City and the PFOA acknowledge that a Fire Officer's primary responsibility is to perform firematic duties and that his energy shall be utilized to the fullest extent toward that end.

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

7.4. The work week for Fire Officers working in Staff Services shall be a forty (40) hour work week. The work week will consist of four (4) ten (10) hour days on a four day schedule. The work week will be Monday thru Friday with work hours of 0800-1800.

ARTICLE VIII

CITY'S RIGHTS AND PRIVILEGES

8.1. 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 limitations, 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 not 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 the 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 judgement and discretion in connection therewith shall be limited by the specific and 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. The City shall have the right to take unilateral action pursuant to federal and/or state statutory mandates, e.g., Commercial Motor Vehicle Safety Act, Drug Free Workplace Act, subject to the right of the PFOA to negotiate as required by law.

8.2. Maintenance of Operations

The PFOA covenants and agrees that during the term of this Agreement neither the PFOA 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 Fire Officer from his duties of employment), work stoppage, slowdown, walkout or other mass absenteeism against the City. The PFOA 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 that participation in any such activity by any PFOA member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee or employees.

Nothing contained in this Agreement pursuant to Section 8.2 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 PFOA or its members.

ARTICLE IX

SALARIES

9.1. The salary guide for all Fire Officers is set forth in Attachment A annexed to this Agreement and reflects the following:

Effective January 1, 2018 \$700.00 + 2.0% of base salary

Effective January 1, 2019 2.0% of base salary

Effective January 1, 2020 1.50% of base salary

Effective January 1, 2021 1.50% of base salary

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

9.2. 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 such proceeding.

9.3. Longevity

(a) The City shall pay longevity, subject to the conditions of Section 11:4-1 of the Municipal Code, to all employees this

bargaining unit having completed the following years of service in the following amounts:

i.	10 years of service	\$500
ii.	15 years of service	\$1,000
iii.	20 years of service	\$1,300
iv.	25 years of service	\$1,600

(b) Longevity for employees hired after July 1, 2014 shall be as follows:

Beginning of the 15 th year of service	\$1,000 to base pay
Beginning of the 20 th year of service	\$1,300 to base pay
Beginning of the 25 th year of service	\$1,600 to base pay

Longevity pay shall be paid for the 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 30th of the calendar year.

Exception to Longevity System

The City agrees to the following exceptions to the longevity payment system of 9.3:

- (a) Any employee who is receiving a longevity payment in excess of the schedule in 9.3. 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.

ARTICLE X

SICK LEAVE/PERSONAL DAYS/SUPERVISOR DAYS

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

10.2. Sick Leave

A. 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 a basis of a twelve (12) hour day prior to January 1, 1973.

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

1. Personal illness or injury;
2. Exposure to contagious disease;
3. Emergency reasons (Up to five (5) working days in one calendar year without the approval of the Fire Director, may be used for emergency reasons which might include care for a sick family member of the employee's immediate family (defined herein for 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.);
4. Death in the employee's immediate family for a reasonable period of time;
5. 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 City.
6. Family Medical leave for the employee or a seriously ill member of the employee's family shall be provided in accordance with the Federal and State Family Medical Leave Acts.

C. New employees shall only receive one 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 of a working day if they begin on the ninth through the twenty-third of the month.

D. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one 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 15 working days.

Payment of accumulated sick leave under the provisions of this Article shall be capped in the amount of \$15,000.00, regardless of the number of such days accumulated. The six (6) months leave of absence set forth in section 10-3 shall be excluded from the cap herein. Employees hired after July 1, 2014 shall have their sick leave cash in at separation of employment capped at \$10,000.

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

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

G. When an employee is absent from work because of illness for more than five consecutive days, his supervisor may require the employee to submit a certificate from a physician relating to his/her illness. The City 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.

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

10.3. Terminal Leave: Upon regular or special retirement, a Fire Officer shall be entitled terminal leave 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 Fire Officer and submitted to the Fire Chief prior to granting 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. Vacation and sick time shall not accrue during this retirement leave of absence. Employees hired after July 1, 2014 shall not be entitled to terminal leave.

10.4. Upon a work incurred disability which results in retirement, a Fire Officer 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 disability, a Fire Officer 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 Fire Officer shall be entitled to pay on the basis of one-quarter (1/4) day per full day of verifiable sick leave accumulate and not previously used.

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

10.5: For the purposes of payment for accumulated sick leave (and vacation leave to the extent permitted to be carried over from the previous year) under this Article, unused sick and vacation leave accumulated in 1982 or prior to 1982 will be paid at the 1982 salary 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.

10.6. Personal Days

Fire Officers shall be entitled to utilize five (5) personal days. The first three (3) personal days utilized by the Fire Officer shall not be charged to the Officer's accumulated sick/vacation time. The first three (3) personal days are non cumulative and cannot be carried over. Use of these three personal days shall be on a manpower permitting basis.

For the purpose of the 24/72 hour shift, employees will be allowed to take personal days in ten (10) hour or fourteen (14) hour increments, the hour periods are 0800-1800 or 1800-0800 hours.

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

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

10.7. Supervisory Days

Fire Officers shall be entitled to two Supervisory days per year. Supervisory days may not be accumulated from year to year.

10.8. Effective January 1, 2018, administrative days and supervisory days will merge into vacation days. Administrative and supervisory days are defined as sixty (60) hours per year which equates to 2.5 vacation days.

ARTICLE XI

OVERTIME

11.1. 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 Fire Officers will be permitted to arrange for exchange at their request.

11.2. All Fire Officers 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 regular scheduled work hours or on a regularly scheduled day off. If the employee elects to receive cash compensation, then such monies earned within the transmittal period shall be provided in the paycheck no later than the next transmittal period. 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 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 in accordance with all applicable laws governing use of compensatory time.

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

11.4. For the purpose of the 24/72 work schedule overtime shall be paid as follows:

- (a) First thirty (30) minutes past the end of the tour of duty shall be paid at straight time.
- (b) Starting with the thirty-first (31) minutes past the end of the tour, payment shall be made at time and one half, retroactive back to the first minute.

(c) All other aspects of overtime shall be in accordance with the present city policy, practice and the applicable collective bargaining agreement provision.

ARTICLE XII

INSURANCE PROTECTION

12.1. The City agrees to comply with Chapter 78 P.L. of 2011.

12.2. Effective January 1, 2018, the City shall implement the 20 PCP Specialist Medical Plan (currently known as OMC 20 Plan) as the base plan for medical benefits with the option for the employee to pay the difference or to buy up to any other higher cost plan. Effective January 1, 2018, all employees will use the difference card for the health program. If the Difference Card is not renewed or utilized by the City for any reason, the City will incur the additional cost of the benefit difference from the Base Plan Aetna Open Access 20.

12.3. In lieu of the PBA drug prescription plan, the City agrees to pay each fire officer covered by this agreement the sum of \$200 per year. This payment shall be made to each fire officer in December of each year.

12.4. 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 Fire Officer who has completed five (5) years of service with a paid group life insurance policy of a face value of Four Thousand (\$4,000.00) dollars.

12.5: Non-Job Related Disability Income Protection

Those Fire Officers who have not yet completed four (4) years of service will be provide a long term 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) days 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%) of salary will be provided following 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. After the completion of five (5) years of service, the long term disability income insurance coverage will terminate and employee will be provided group life insurance as provided in Section 12-4.

12.6. Fire Officers with more than four (4) years of service are covered for disability income under the Police and Firemen's Retirement 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 Officers with more than (5) years of service. Such plan shall provide, when combined with other existing benefits, at least fifty (50%) 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 to one (1) year from the time the injury or illness commenced. Such payment shall be 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.

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

12.8. Coverage Upon Death or Retirement

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

B. The City agrees at its sole expense to continue the health insurance coverage for employee, spouse and eligible dependents for those employees 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.

12.9. The City reserves the right to change its health insurance plans at any time provided that benefits are equal to or better than the benefits then in

effect. The City shall give thirty (30) days prior notice to the FOA of any such change.

12.10. The City shall reimburse current and future eligible retirees and their eligible spouse, civil union partner or same sex domestic partner for the premium cost for Medicare Part B, only. The Fire Officer shall be permitted to opt out of the City's medical plan pursuant to City ordinance and consistent with State law.

ARTICLE XIII

VACATION AND HOLIDAYS

13.1. (a) Vacation time shall be earned as follows:

0 through 1 st year	1 working day per month during first calendar year of service
Commencing the 2 nd year through 5 th year	16 working days
Commencing the 6 th year through 10 th year	19 working days
Commencing the 11 th year through 15 th year	22 working days
Commencing the 16 th year through 20 th year	25 working days
Commencing the 21 st year or more	29 working days

(b) Vacation time for employees hired after July 1, 2014 shall be earned as follows:

0 through 1 st year	1 working day per month during first calendar year of service
Commencing the 2 nd year through 5 th year	15 working days
Commencing the 6 th year through 10 th year	18 working days
Commencing the 11 th year through 15 th year	21 working days

Commencing the 16 th year through 20 th year	24 working days
Commencing the 21 st year or more	28 working days

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

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

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

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

Vacation schedules will be based upon no more than five employees' simultaneously on vacation, provided that the employee complement permits a two-man buffer on each platoon. If the employee complement does not permit a two-man buffer in a particular platoon, the maximum number of employees simultaneously on vacation shall be reduced to four (4). Effective November 1, 2017, two (2) Fire Officer slots will be maintained. However, when a Battalion Chief is on vacation, it does not count towards the two (2) vacation slots. The City and Fire Officers will negotiate the procedures to be utilized in designating vacation periods.

13.2, (a) 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 13.1 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 1st, so that the City may budget its financial obligations accurately. The payment for paid days will be 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.

(b). Employees will be entitled to carry over up to fifteen (15) 8.4 hour vacation days into the next year for next year use only and not for pay.

13.3. Fire Officers assigned to a normal five day week shall receive thirteen holidays pursuant to 11:9 of the Plainfield Municipal Code. Fire Officers assigned to a normal five (5) day week shall have the option to be paid in cash five (5) of the thirteen (13) paid holidays pursuant to Article 13.2.

13.4. Effective November 1, 2017, if three (3) Delegates are working, they will get time off to attend the Annual Convention. It will not count towards any vacation slots.

ARTICLE XIV

MISCELLANEOUS

14.1. This Agreement and the terms and conditions of employment set forth herein constitutes the 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 terms and conditions of employment which cannot be unilaterally changed.

14.2. 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.

14.3. The City and the FOA 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 Fire Officer 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.

14.4. It is expressly agreed and understood that the City and the FOA 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.

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

14.6. 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 Ordinance" 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.

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

14.8. In the event there is an absence of thirty (30) calendar days or less, the employment of an Acting Deputy Chief shall be made from within the affected platoon; the appointment to the position of Acting Captain shall be made from within the affected company. In either case, the list promulgated by New Jersey Civil Service shall be inapplicable.

In the event of an absence of more than thirty (30) days, the acting appointment 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 promulgated by New Jersey Civil Service 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. If there is no promulgated list, then rotation from within the affected platoon (if Deputy Chief) or affected company (if Captain) every thirty (30) calendar days based on seniority within rank.

14.9. The City shall provide all necessary uniforms when individually needed due to fire service activity and not strictly on a time limit schedule.

Effective January 1, 2018, all Officers shall no longer receive a Seven Hundred (\$700.00) dollar payment annually as reimbursement for the maintenance of their uniforms.

14.10. The City agrees that the Fire Chief and the Fire Director, prior to promulgating any change in the Departmental Rules and Regulations, shall first

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

14.11. Fire Officers 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.

14.12. The City will provide a tax-sheltered annuity deduction system whereby each employee may deduct up to ten (10%) of gross salary and apply it to a tax-sheltered annuity program to be designated by the City.

14.13. The City shall provide the means for direct bank deposit of employee payroll checks for those who choose the option of direct bank deposit.

14.14. 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 Division or his designated representative.

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

is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

14.15. The City agrees to provide (in January of each year) to member of the FOA written certification of his/her accumulated benefit days, which shall include the employees accumulated and yearly entitlement of sick and vacation time. The certification shall also include the total number of personal days, compensatory time and any other time the employee may be entitled to receive.

14.16. Employees who actually work on a day that City Hall is closed (i.e. all or part of their shift occurs after midnight to 11:59 p.m. of the calendar day of closing) shall receive a compensatory day.

ARTICLE XV

UNION DUES AND AGENCY SHOP FEE

15.1. Union Dues

Upon receiving 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 By-Laws 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 "checkoff authorization" form, and the Association will secure the signature of its members on the form and deliver the signed forms to the City.

15.2. Agency Shop 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 or re-entry 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 FOA membership dues, fees, and assessments as certified to the City by the FOA. The FOA may revise its certification of the amount of representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The FOA's entitlements to the representation fee shall continue beyond the termination date of this Agreement so long as the FOA 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 FOA and the City.

15.3. The FOA 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 FOA under this Article.

ARTICLE XVI

DRUG POLICY

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

Section 1. Policy

16:1.1. 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.

16:1.2. The urinalysis/drug screening of permanently appointed Fire Officers/Firefighters shall be required when there is a reasonable individualized suspicion to believe that the Fire Officer/Firefighter is using illegal drugs.

16:1.3. The urinalysis/drug screening of a permanently appointed Fire Officer/Firefighter may be performed as part of a regularly scheduled medical examination.

16:1.4. 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

16:2.1. 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.

16:2.2. 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.

16:2.3. This order shall serve as notification to all permanently appointed Fire Offices/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.

16:2.4. This order shall serve as notification to all permanently appointed Fire Officers/Firefighters employed by the Plainfield Fire Divisions that urinalysis/drug screening may be conducted as part of a bona fide scheduled physical examination.

Section 3. Definitions

16:3.1. The following definitions are provided for terms used in this order.

- A. Abuscreen (On-Line) Immunoassay Procedure - 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 Results - 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 and such notice shall be valid for ninety (90) calendar days. 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 (Mantoux Test);
- 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

16:4.1. 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.

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.

16:4.2. 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.

16:4.3. The City may take action to terminate any Fire Officer who is using, distributing and/or found to be in possession of a controlled dangerous substance on or off the job.

Section 5. Members Affected.

16:5.1. All applicants for the position of Firefighter shall be tested for drug use as part of their pre-employment 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.

16:5.2. 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.
- xi. Uncharacteristic behavior patterns.

B. The refusal of 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 immediate suspension, without pay, of the affected employee.

16:5.3. All employees in the position of Fire Officer/Firefighter currently employed by the Fire Division 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 of 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

16:6.1. 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 (on-line) immunoassay procedure.
- B. Verification of all initial screening positive tests.
- C. Confirmation analysis by GC/MS.

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

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

Drug/Drug Metabolite	RBL Screening Cut Off (ng/ml) Abuscreen/EMIT	GC/MS Confirmation Cut-off (ng/ml)
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

16:6.2. 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 Fire Director 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

16:7.1. 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.

16:7.2. 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 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 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 milliliters 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 rest room in Fire Headquarters or at the testing contractor's place of business.

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

I. The official monitor shall then seal the bottle with "confidentially" 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.

16:7.3. 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.

16:7.4. 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.

16:7.5. 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.

16:7.6. 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.

16:7.7. 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 with the contractor in a frozen state for up to one year after a positive test.

Section 8. Specimen Results

16:8.1. The contractor shall communicate all laboratory analysis results to the Fire Director 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 Fire Director and the Fire Chief. Each employee, upon whom a final result has been rendered, shall be notified of such result by the Chief, or his designee.

16:8.2. Final laboratory reports indicating negative results of the urinalysis/drug screening may be reviewed by the employee who contributed that specific sample, if the employee submits a request in writing through the chain of command within five working days of notification or receipt of the final results by the Fire Chief. An employee may not receive a copy of the results but shall be entitled to initial the results provided him.

16:8.3. In the case where secondary urine sample were taken, and the primary sample test proves negative, the secondary sample will be discarded.

16:8.4. Whenever any sample results in a final laboratory test which is positive for the presence of an 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, as soon as possible thereafter, in writing, advising the employee of the results of the test.

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

16:9.1. An employee who provided a secondary urine sample may challenge the results of any positive test result by making written application to the Fire Director, through the chain of command, within ten (10) working days

after being notified of the positive test results. An employee who challenges the 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 to the testing firm contracted by the Plainfield Fire Division. All cost incurred shall be borne by the employee concerned unless the second sample shall prove negative, in which event the City shall bear the cost incurred.
- C. The employee shall ensure that the testing firm provides a certified copy of the test results directly to the Fire Director and/or the Fire Chief.
- D. Any scheduled disciplinary proceeding shall be postponed until the results of the urinalysis/drug screenings performed by the testing firm and are received by the Fire Director 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. Continuation of Health Benefits.

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

ARTICLE XVII

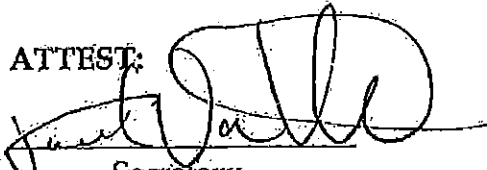
DURATION OF AGREEMENT

17.1. This Agreement shall be effective January 1, 2018 and shall continue in effect through December 31, 2021, subject to negotiation of a successor Agreement as provided in Article II.

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

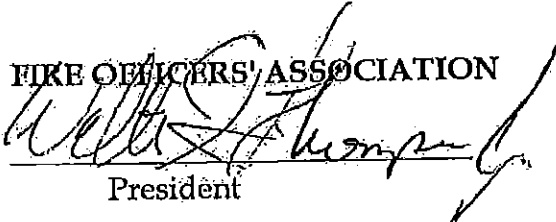
IN WITNESS WHEREOF, the PFOA has caused this Agreement to be signed by its President and Secretary and the City has caused this Agreement to be signed by its Mayor and attested to by the City Clerk and its corporate seal placed thereon, on the day and year first below written.

ATTEST:


Secretary

11-27-18
Date

FIKE OFFICERS' ASSOCIATION


President


11-27-18
Date

ATTEST:


City Clerk

2/19/19
Date

CITY OF PLAINFIELD


Business Adm. on behalf of
Mayor Adrian O. Mapp.

2/19/19
Date

ATTACHMENT A

GENERAL ORDER 1:14

Section 10. ROUTINE. SUNDAYS AND HOLIDAYS.

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

10.1 HOLIDAYS ROUTINE

(a) Holiday routine shall prevail on:

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

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

1. Alarm or incident responses and activities.
2. Radio test, inspections of apparatus and equipment.
3. Public Assembly inspections.
4. Special assignments, such as participation in public events.

5. 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 responses and activities.
2. Radio test, inspections of apparatus and equipment.
3. Training activities as scheduled.
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.
7. Equipment maintenance check.

ATTACHMENT B
PFOA SALARY SCHEDULE

Fire Lieutenant		2017	2018	2019	2020	2021
			\$700+2%	2%	1.50%	1.50%
STEP						
	1	\$67,293	\$69,353	\$70,740	\$71,801	\$72,878
	2	\$72,576	\$74,742	\$76,236	\$77,380	\$78,541
	3	\$77,865	\$80,136	\$81,739	\$82,965	\$84,210
	4	\$83,155	\$85,532	\$87,243	\$88,551	\$89,880
	5	\$88,437	\$90,920	\$92,738	\$94,129	\$95,541
	6	\$93,733	\$96,322	\$98,248	\$99,722	\$101,218
	7	\$99,022	\$101,716	\$103,751	\$105,307	\$106,887
	8	\$104,311	\$107,111	\$109,253	\$110,892	\$112,556

Fire Captain		2017	2018	2019	2020	2021
			\$700 + 2%	2%	1.50%	1.50%
STEP						
	1	\$77,521	\$79,785	\$81,381	\$82,602	\$83,841
	2	\$83,617	\$86,003	\$87,723	\$89,039	\$90,375
	3	\$89,702	\$92,210	\$94,054	\$95,465	\$96,897
	4	\$95,786	\$98,416	\$100,384	\$101,890	\$103,418
	5	\$101,869	\$104,620	\$106,713	\$108,313	\$109,938
	6	\$107,954	\$110,827	\$113,044	\$114,739	\$116,460
	7	\$114,038	\$117,033	\$119,373	\$121,164	\$122,981
	8	\$120,125	\$123,242	\$125,706	\$127,592	\$129,506

Battalion Chief		2017	2018	2019	2020	2021
			\$700 + 2%	2%	1.50%	1.50%
STEP						
	1	\$83,460	\$85,843	\$87,560	\$88,873	\$90,207
	2	\$90,023	\$92,537	\$94,388	\$95,804	\$97,241
	3	\$96,572	\$99,217	\$101,202	\$102,720	\$104,261
	4	\$103,125	\$105,902	\$108,020	\$109,640	\$111,284
	5	\$109,675	\$112,583	\$114,834	\$116,557	\$118,305
	6	\$116,227	\$119,266	\$121,651	\$123,476	\$125,328
	7	\$122,779	\$125,949	\$128,468	\$130,395	\$132,350
	8	\$129,332	\$132,633	\$135,285	\$137,315	\$139,374

Deputy Chief		2017	2018	2019	2020	2021
			\$700 + 2%	2%	1.50%	1.50%
STEP						
	1	\$89,398	\$91,900	\$93,738	\$95,144	\$96,571
	2	\$96,427	\$99,070	\$101,051	\$102,567	\$104,105
	3	\$103,445	\$106,228	\$108,352	\$109,978	\$111,627
	4	\$110,465	\$113,388	\$115,656	\$117,391	\$119,152
	5	\$117,480	\$120,544	\$122,954	\$124,799	\$126,671
	6	\$124,501	\$127,705	\$130,259	\$132,213	\$134,196
	7	\$131,520	\$134,864	\$137,562	\$139,625	\$141,719
	8	\$138,539	\$142,024	\$144,864	\$147,037	\$149,243