

1 AGREEMENT BETWEEN THE
2 CITY OF PLAINFIELD
3 AND THE
4 PLAINFIELD FIRE OFFICERS
5 ASSOCIATION (PFOA)

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13 Effective January 1, 2014 through December 31, 2017
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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

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 Fire Officers 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 PFOA or an
22 individual employee covered by this Agreement.

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

8 **Step One: Director**

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

15 **Step Two: City Administrator**

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

1 grievance and shall file a written answer to the grievance within fifteen (15)
2 business days of its receipt.

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

6 **Step Three: Arbitration**

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

12 The selection of the arbitrator and the conduct of the arbitration hearing
13 shall be pursuant to the rules and regulations of the New Jersey Public
14 Employment Relations Commission then in effect.

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

20 The arbitrator's decision shall be in writing and shall set forth finding of
21 fact and/or law and reasons therefore. The decision shall be final and binding
22 on the parties. The fee and expenses of the arbitrator shall be borne by the losing

1 party. A party desiring to present witnesses shall pay for the expenses of those
2 witnesses and any other expenses which the party may incur.

3 3.4. The time limits set forth in this Article shall be strictly adhered to. If
4 any grievance has not been initiated within the time limits specified, then the
5 grievance shall be deemed abandoned. If any grievance is not processed to the
6 next succeeding step within the time limits prescribed in this Article, then the
7 disposition of the grievance at the last preceding step shall be deemed to be
8 conclusive. If a written answer is not given within the time limits prescribed at
9 any step in the grievance procedure, then the grievance shall be deemed to have
10 been denied and may be moved to the next step without further explanation.
11 Nothing herein shall prevent the parties from mutually agreeing in writing to
12 extend or contract the time limits for processing the grievance at any step in the
13 grievance/arbitration procedure.

14 3.5. It is agreed that any General Order which is the subject of a
15 grievance before implementation of the order will not be implemented until the
16 grievance process has been completed.

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

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

4 **3.6. Rights of Fire Officers to Representation**

5 A. Any party in interest may be represented at all stages of the
6 grievance procedure by himself or, at his option, by a representative selected or
7 approved by the PFOA, or by counsel of his choice. When a Fire Officer is not
8 represented by the PFOA, the PFOA shall have the right to be present and to
9 state its views at all stages of the grievance procedure. If a Fire Officer is not a
10 member of the PFOA, consent must be granted by said Fire Officer in order for
11 an PFOA representative to be present.

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

16 **3.7. Statement of Policy**

17 The City and the PFOA agree that it is generally advisable to avoid public
18 statements to the mass media prior to exhaustion of the aforesaid
19 grievance/arbitration procedures. The City and the PFOA further agree that in
20 the event it is deemed necessary to issue statements to the mass media at any
21 time during or after the aforesaid grievance procedures, said statements shall be
22 made by the City through its City Administrator or his duly authorized agent

1 and by the PFOA through its President or its duly authorized agent and both
2 parties agreed they will use their best efforts to prevent the making of statements
3 relative to matters in controversy by persons other than those mentioned herein.

4 **3.8. Miscellaneous**

5 A. Forms for filing grievances, serving notices, taking appeals,
6 making reports and recommendations, and other necessary documents, shall be
7 prepared by the Director of Public Affairs and Safety and the Fire Chief in
8 consultation with the PFOA and given appropriate distribution so as to facilitate
9 operation of the grievance procedure.

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

14 **ARTICLE IV**

15 **FIRE OFFICERS' RIGHTS**

16 4.1. Pursuant to Chapter 303, Public Law 1968, the City hereby agrees
17 that every Fire Officer shall have the right freely to organize, join and support the
18 PFOA and its affiliates for the purpose of engaging in collective negotiations and
19 other concerted activities for mutual aid and protection. As a duly selected body
20 exercising governmental power under color of law of the State of New Jersey, the
21 City understands and agrees that it shall not directly or indirectly discourage,
22 deprive or coerce any Fire Officer in the enjoyment of any rights conferred by

1 Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution
2 of New Jersey and the United States; that it shall not discriminate against any
3 Fire Officer with respect to hours, wages or any terms or conditions of
4 employment by reason of his membership in the PFOA and its affiliates,
5 collective negotiations with the City or his institution of any grievance,
6 complaint or proceedings under this Agreement or otherwise with respect to any
7 term or condition of employment.

8 4-2. Nothing contained herein shall be construed to deny or restrict to
9 any Fire Officer such rights as he may have under any other applicable laws and
10 regulations. The rights granted to Fire Officers hereunder shall be deemed to be
11 in addition to those provided elsewhere.

12 4.2. Disciplinary Action

13 A. No employee shall be discharged or discipline except for just
14 cause. The question of just cause will specifically be subject to the grievance
15 procedure of this Agreement, provided it is not subject to the review of New
16 Jersey Civil Service.

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

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

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

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

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

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

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

16 I. A written warnings or reprimand may be grieved
17 commencing at Step One (1), (Director of Public Affairs and Safety).

18 ARTICLE V

19 PFOA RIGHTS AND PRIVILEGES

20 5.1. The City agrees to make available to the PFOA, in response
21 to reasonable requests from time to time, all available information concerning the
22 financial reports and audits, a list of certified fire personnel, budgetary

1 requirements and allocations, agendas and minutes of all City Council public
2 meetings, census data, names and addresses of all Fire Officers, and other such
3 information that shall assist the PFOA in developing intelligent, accurate,
4 informed and constructive programs on behalf of the Fire Officers. The City
5 further agrees to make available information which may be necessary for the
6 PFOA to process any grievance or complaint except in the case of personnel
7 matters, in which case the release of information shall be made on the basis of
8 legal advice from the Corporation Counsel.

9 5.2. Whenever any representative of the PFOA is mutually scheduled
10 by the parties to participate during working hours in negotiations, grievance
11 proceedings, conferences or meetings, he shall suffer no loss in pay.

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

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

1 5-5. The officers of the PFOA (President, Vice-President, Recording
2 Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be
3 permitted to attend all regularly scheduled meetings in Fire Headquarters
4 facilities.

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

7 ARTICLE VI

8 MANPOWER

9 6-1. In order to protect the health and safety of the employees of the
10 Fire Division, the City will make a reasonable effort to maintain the manpower
11 strength assigned to each company on each platoon as follows:

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

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

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

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

16 This language is subject to PERC's decision, Docket No. SN-2014-087.

17 6-2. In the event that the manpower of any engine or truck company on
18 any platoon should fall below three (3) individuals and such assignments cannot
19 be made to fill such shortage without reducing manpower in the other
20 companies below the minimum allowed, said shortage shall be filled by overtime
21 work in accordance with Article XII. No fire apparatus shall leave quarters for a
22 normal alarm response with less than two (2) men at any time for any reason

1 except Rescue One. This language is subject to PERC's decision, Docket No. SN-
2 2014-087.

3 ARTICLE VII

4 WORKWEEK

5 7-1. The workweek for the Fire Officers working in suppression covered
6 by this agreement shall be an average of not more than forty-two (42) hours per
7 week in an eight (8) week cycle on a 24/72 work schedule.

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

11 7-3. The 24/72 work schedule shall be based on an eight (8) day regular
12 recurring work period consisting of one (1) twenty four (24) hour tour of duty,
13 followed by seventy two (72) hours scheduled off, followed by a second twenty
14 four (24) hour tour of duty, followed by seventy-two (72) hours off. A tour of
15 duty shall run from 0800 to the following 0800.

16 7-4. The work week for Fire Officers working in Staff Services shall be a
17 forty (40) hour work week. The work week will consist of four (4) ten (10) hour
18 days on a four day schedule. The work week will be Monday thru Friday with
19 work hours of 0800-1800.

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1 ARTICLE VIII

2 ADDITIONAL DUTIES

3 8-1. In addition to the normal fire duties performed by Fire Officers, the
4 PFOA in an effort to improve the effectiveness of the Fire Division and the
5 Department of Public Affairs and Safety, agrees to participate in a Safety Patrol
6 Program. It is expressly understood that the Safety Patrol is not a police
7 function; it is merely an expansion of the normal public safety duties of a Fire
8 Officer, that is, protecting lives and property. Members of the Safety Patrol will
9 not be expected to engage in those activities for which they have not been
10 properly trained or equipped. The duties of the Safety Patrol will be as follows:

11 A. Detect and report all fires, smoke, false alarms observed or
12 detected within areas of assignment, paying particular attention to public
13 buildings.

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

16 C. Assist the Police Division at accidents or traffic control
17 problems. The rôle of the Safety Patrol would be one of backing up the Police
18 Division only when the Police Division is unavailable or when the Safety Patrol
19 comes upon an accident or traffic control problem and must take immediate
20 action.

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

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

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

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

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

10 8-2. The Fire Officers on Safety Patrol will be required to understand
11 the basics of traffic control and accident investigation so that in the event they are
12 called upon to assist the police or come upon an accident or traffic control
13 problem while on their tour of duty they will be able to properly turn over the
14 accident investigation and noted information to the police.

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

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

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

4 8-3. Safety Patrols will normally operate during the following time
5 periods:

6 8:30 a.m. to 12:30 p.m.

7 1:30 p.m. to 5:30 p.m.

8 7:30 p.m. to 11:30 p.m.

9 Except where, in the judgment of the Director of Public Affairs and Safety,
10 special public safety conditions for limited periods require additional patrol
11 hours, it is agreed that any change in the basic time schedule as listed above will
12 be discussed with the Executive Committee and agreed upon jointly. No Fire
13 Officer will be assigned to a Safety Patrol for more than four (4) hours each day,
14 nor more than a total of eight (8) hours of all types of routine fire duties, except
15 for fire fighting activities and special conditions as set forth above. There shall be
16 a rotating schedule for safety patrol duty and it is further agreed that the overall
17 duties of the safety patrol and all other Fire Division activities and shall be rotate
18 in such a manner as to equalize the workload among all of the members of the
19 Fire Division within the framework of the needs of the fire service. During the
20 life of the contract, there shall be two (2) men assigned to a patrol vehicle at all
21 times. The Fire Chief shall be authorized to cancel safety patrols whenever the
22 needs of the Fire Division so require.

1 8-4. It is clearly understood that the Fire Officers assigned to Safety
2 Patrol shall not be trained in the use of firearms and shall not be assigned
3 firearms for use in the patrol vehicle.

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

9 8-5. Alternative Duties

10 It is understood that those Fire Officers who do not qualify for safety
11 patrol duties or who, with the approval of the Fire Chief after request by the Fire
12 Officer, are excused from safety patrol duties, may be trained and assigned as
13 building inspectors during the day time hours. The details of this program will
14 be worked out with the Fire Chief and the members of the Executive
15 Committees.

16 8-6. It is expressly and specifically agreed and understood that by Fire
17 Officers assuming additional duties, including the safety patrol, the City does not
18 intend to change the duties of Fire Officers in Title 4 of the New Jersey Statutes,
19 or any other job specifications described in the Civil Service Commission Rules
20 and Regulations covering same, except as might be modified by the terms of the
21 Agreement.

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1 ARTICLE IX

2 CITY'S RIGHTS AND PRIVILEGES

3 9-1. Management Responsibilities

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

11 A. The executive management and administrative control of the
12 City government and its properties and facilities, and the activities of the
13 employees.

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

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

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

7 **9-2. Maintenance of Operations**

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

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

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

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ARTICLE X

SALARIES

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

- Effective January 1, 2014 1.50% of base salary
- Effective January 1, 2015 1.50% of base salary
- Effective January 1, 2016 1.50% of base salary
- Effective January 1, 2017 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.

10-2 **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.

10-3. **Longevity**

(a) The City shall pay longevity, subject to the conditions of

1 Section 11:4-1 of the Municipal Code, to all employees in this
2 bargaining unit having completed the following years of service in
3 the following amounts:

4	10 years of service	\$500
5	15 years of service	\$1,000
6	20 years of service	\$1,300
7	25 years of service	\$1,600

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

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

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

17 Exception to Longevity System

18 The City agrees to the following exceptions to the longevity payment
19 system of 10-3:

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

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ARTICLE XI

SICK LEAVE/PERSONAL DAYS/SUPERVISORS DAYS

11-1. 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.

11-2. 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 Director of Public Affairs and Safety, 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.

1 C. New employees shall only receive one working day for the
2 initial month of employment if they begin work on the first through the eighth
3 day of the calendar month, and one-half of a working day if they begin on the
4 ninth through the twenty-third of the month.

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

10 Payment of accumulated sick leave under the provisions of this Article
11 shall be capped in the amount of \$15,000.00, regardless of the number of such
12 days accumulated. The six (6) months leave of absence set forth in section 11-3
13 shall be excluded from the cap herein. Employees hired after July 1, 2014 shall
14 have their sick leave cash in at separation of employment capped at \$10,000.

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

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

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

1 require proof of illness of an employee on sick leave at any time that it appears
2 reasonable. Abuse of sick leave shall be cause for disciplinary action.

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

5 11-3. Terminal Leave: Upon regular or special retirement, a Fire Officer
6 shall be entitled terminal leave to utilize up to six (6) months leave of absence
7 with pay immediately prior to the effective date of retirement and have such
8 time charged against his accumulated and unused sick leave days. A letter of
9 commitment to retire must be signed by the Fire Officer and submitted to the
10 Fire Chief prior to granting this leave of absence. A notice of intent to retire must
11 be submitted to the Fire Chief at least thirty (30) days in advance of the start of
12 this leave of absence. The balance of his sick leave days thereafter shall be paid
13 at the time of retirement on the basis of one-third (1/3) day per full day of
14 verifiable sick leave accumulated and not previously used. Vacation and sick
15 time shall not accrue during this retirement leave of absence. Employees hired
16 after July 1, 2014 shall not be entitled to terminal leave.

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

21 Upon a non-work disability, a Fire Officer shall utilize his accumulated
22 and unused sick leave for the period of his absence from duty. Upon retirement

1 as a result of such disability, he shall be entitled to receive payment for all
2 accumulated and unused sick leave days, if any, on the basis of one-third (1/3)
3 day per full day.

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

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

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

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

17 **11-6. Personal Days**

18 Effective July 1, 2012 Fire Officer shall be entitled to utilize five (5)
19 personal days. The first three (3) personal days utilized by the Fire Officer shall
20 not be charged to the Officer's accumulated sick/vacation time. The first three
21 (3) personal days are non cumulative and cannot be carried over. Use of these
22 three personal days shall be on a manpower permitting basis.

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

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

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

11 **11-7. Supervisor Days**

12 Fire Officers shall be entitled to two Supervisory days per year. Supervisor's
13 days may not be accumulated from year to year.

14 **ARTICLE XII**

15 **OVERTIME**

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

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

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

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

13 12-4. For the purpose of the 24/72 work schedule overtime shall be paid
14 as follows:

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

17 (b) Starting with the thirty-first (31) minutes past the end of the
18 tour, payment shall be made at time and one half, retroactive
19 back to the first minute.

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

1 ARTICLE XIII

2 INSURANCE PROTECTION

3 13-1. Effective January 1, 2015, NJ Direct 15 shall be the base health plan.
4 The City shall pay the cost associated with NJ Direct 15 less the employee's
5 mandatory health care contribution. Employees electing a more expensive plan
6 than the base plan, shall be responsible for paying the difference in premium
7 costs via bi-weekly payroll deductions. The City agrees to comply with Chapter
8 78 P.L. of 2011.

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

15 **13.3 Non-Job Related Disability Income Protection**

16 Those Fire Officers who have not yet completed four (4) years of service
17 will be provide a long term disability insurance plan, which will provide income
18 of fifty (50%) percent of the employee's present salary following the utilization of
19 all sick and vacation leave that would be forthcoming or a one hundred eighty
20 (180) day waiting period, whichever is longer. In the event that an employee
21 exhausts his or her accumulated sick and vacation leave prior to the expiration of
22 the one hundred eighty (180) days waiting period, the City agrees to pay fifty

1 (50%) percent of the employee's salary up to the expiration of the one hundred
2 eighty (180) day waiting period. Such payment of fifty (50%) percent of salary
3 will be provided following determination by the City physician that the
4 employee's illness or injury is of sufficient quality and duration that it could
5 qualify the employee for long term disability coverage. After the completion of
6 five (5) years of service, the long term disability income insurance coverage will
7 terminate and employee will be provide group life insurance as provided in
8 Section
9 13-2.

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

1 13-5. If negotiations with other bargaining units results in changes in
2 health coverage, the parties to this Agreement agree to immediately reopen this
3 Agreement for the purpose of negotiating similar changes to the insurance
4 coverage set forth in this Article.

5 13-6. Coverage Upon Death or Retirement

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

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

14 13-7. The City reserves the right to change its health insurance plans at
15 any time provided that benefits are equal to or better than the benefits then in
16 effect. The City shall give thirty (30) days prior notice to the PFOA of any such
17 change.

18 13-8. The City shall reimburse current and future eligible retirees and
19 their eligible spouse, civil union partner or same sex domestic partner for the
20 premium cost for Medicare Part B, only. The Fire Officer shall be permitted to
21 opt out of the City's medical plan pursuant to City ordinance and consistent with
22 State law.

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ARTICLE XIV

VACATION AND HOLIDAYS

14-1. (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

1 Commencing the 16th year 24 working days
2 20th year

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4 Commencing the 21st year or
5 more 28 working days
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7 For purposes of computing years of service for vacation leave, anyone
8 whose date of hire falls between January 1st and September 30th, inclusive, is
9 entitled to count that period as a year of service. Vacation shall be computed on
10 a calendar year basis, i.e., January 1st to December 31st.

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

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

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

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

25 14-2. (a) As provided in Section 11:9 of the Municipal Code, vacation

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

12 (b). Effective December 31, 2012 employees will be entitled to carry
13 over up to fifteen (15) 8.4 hour vacation days into the next year for next year use
14 only and not for pay.

15 14-3. Fire Officers assigned to a normal five (5) day week shall have the
16 option to be paid in cash five (5) of the thirteen (13) paid holidays pursuant to
17 Article 14-2.

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1 ARTICLE XV

2 MISCELLANEOUS

3 15-1. This Agreement and the terms and conditions of employment set
4 forth herein constitutes the City policy for the term of said Agreement, and the
5 City shall carry out the commitments contained herein and give them full force
6 and effect as terms and conditions of employment which cannot be unilaterally
7 changed.

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

16 15-3. The City and the PFOA agree that there shall be no discrimination
17 and that all practices, procedures and policies of the Fire Division shall clearly
18 exemplify there is no discrimination in the hiring, transfer, or discipline of Fire
19 Officer personnel on the basis of race, creed, religion, national origin, marital
20 status or sex. Nothing in this section shall prohibit the City from complying with
21 its legal or moral obligations with regard to federal, state or local Affirmative
22 Action laws.

1 15-4. It is expressly agreed and understood that the City and the PFOA
2 shall be bound by the present Personnel Ordinances as modified by the terms of
3 this Contract, regardless of whether same is repealed or amended, unless both
4 parties agree to said repeal or amendments.

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

10 15-6. If there is any conflict between the terms of this Agreement and any
11 Ordinance hereafter enacted, the terms of this Agreement shall prevail.
12 Reference to "any Ordinance" shall mean those Ordinances in effect at the time
13 of the adoption of this Agreement. Amendments to such Ordinances subsequent
14 to the adoption of this Agreement referring to matters contained herein, shall
15 have no effect upon this Agreement without consent of all parties hereto.

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

1 Chief since takeover for the Fire Chief is considered part of their regular
2 functions.

3 15-8. In the event there is an absence of thirty (30) calendar days
4 or less, the employment of an Acting Deputy Chief shall be made from within
5 the affected platoon; the appointment to the position of Acting Captain shall be
6 made from within the affected company. In either case, the list promulgated by
7 New Jersey Civil Service shall be inapplicable.

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

19 15-9. The City shall provide all necessary uniforms when
20 individually needed due to fire service activity and not strictly on a time limit
21 schedule.

1 All Officers shall receive a Seven Hundred (700.00) dollar payment
2 annually as reimbursement for the maintenance of their uniforms. The payment
3 shall be made in December of the year.

4 15-10. The City agrees that the Fire Chief and the Director of the
5 Department of Public Affairs and Safety, prior to promulgating any change in the
6 Departmental Rules and Regulations, shall first meet with the Executive
7 Committee of the PFOA to discuss these changes and shall agree to take the
8 Committee's view into consideration prior to implementing said changes.

9 15-11. Fire Officers will not be subject to the provisions of Section
10 11:9-11(c) of the Plainfield Municipal Code. This section of the Code refers to the
11 accumulation of sick and vacation benefits while out on job-related sick or injury
12 leave.

13 15-12. The City will provide a tax-sheltered annuity deduction system
14 whereby each employee may deduct up to ten (10%) percent of gross salary and
15 apply it to a tax-sheltered annuity program to be designated by the City.

16 15-13. The City shall provide the means for direct bank deposit of
17 employee payroll checks for those who choose the option of direct bank deposit.

18 15-14. Upon advance notice and at reasonable times, any
19 bargaining unit employee may review his/her personnel file, unless confidential
20 by law. However, this appointment for review must be made through the Chief
21 of the Fire Division or his designated representative.

1 Whenever a written complaint concerning a bargaining unit employee or
2 his/her actions is to be placed in his/her personal file, a copy shall be made
3 available to the employee. The employee shall be given the opportunity to rebut
4 if he/she so desires, and the employee shall be permitted to place said rebuttal in
5 his/her file. When the employee is given a copy of the complaint, the
6 identification of the complainant shall be excised. However, if disciplinary
7 action is taken based on any complaint, then the employee shall be furnished
8 with all details of the complaint, including the identity of the complainant.

9 15-15. The City agrees to provide (in January of each year) to member of
10 the PFOA written certification of his/her accumulated benefit days, which shall
11 include the employees accumulated and yearly entitlement of sick and vacation
12 time. The certification shall also include the total number of personal days,
13 compensatory time and any other time the employee may be entitled to receive.

14 15-16. Employees who actually work on a day that City Hall is closed (i.e.
15 all or part of their shift occurs after midnight to 11:59 p.m. of the calendar day of
16 closing) shall receive a compensatory day.

17 ARTICLE XVI

18 UNION DUES AND AGENCY SHOP FEE

19 16-1. Union Dues

20 Upon receiving written voluntary authorization and assignment of an
21 employee covered by this Agreement (in the form agreed upon between the City
22 and the Association consistent with the applicable law) the City agrees to deduct

1 membership dues (and initiation fees where applicable), in such amounts as shall
2 be fixed pursuant to the By-Laws and Constitution of the Association during the
3 full term of this Agreement and any extension or renewal thereof. The City shall
4 promptly remit monthly any and all amounts so deducted with a list of such
5 deductions to the Secretary-Treasurer of the Association.

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

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

12 **16-2. Agency Shop Fee**

13 Any permanent employee in the bargaining unit on the effective date of
14 this Agreement who does not join the Union within thirty (30) days thereafter,
15 any new, permanent employee who does not join within thirty (30) days of initial
16 employment within the unit, and any permanent employee previously employed
17 within the unit who does not join within ten (10) days of re-entry into
18 employment with the unit shall, as a condition of employment, pay a
19 representation fee to the Union by automatic payroll deduction. The
20 representation fee shall be in an amount equal to eighty-five (85%) percent of the
21 regular PFOA membership dues, fees, and assessments as certified to the City by
22 the PFOA. The PFOA may revise its certification of the amount of representation

1 fee at any time to reflect changes in the regular Union membership dues, fees
2 and assessments. The PFOA's entitlements to the representation fee shall
3 continue beyond the termination date of this Agreement so long as the PFOA
4 remains the majority representative of the employees in the unit, provided that
5 no modification is made in this provision by a successor Agreement between the
6 PFOA and the City.

7 16-3. The PFOA agrees that it will indemnify and save harmless the
8 City against any and all actions, claims, demands, losses or expenses (including
9 reasonable attorneys' fees) in any matter resulting from action taken by the City
10 at the request of the PFOA under this Article.

11 ARTICLE XVII

12 DRUG POLICY

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

4 **Section 1. Policy**

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

10 17:1-2. The urinalysis/drug screening of permanently appointed Fire
11 Officers/Firefighters shall be required when there is a reasonable individualized
12 suspicion to believe that the Fire Officer/Firefighter is using illegal drugs.

13 17:1-3. The urinalysis/drug screening of a permanently appointed Fire
14 Officer/Firefighter may be performed as part of a regularly scheduled medical
15 examination.

16 17:1-4. Any Fire Officer/Firefighter who has undergone treatment for
17 substance abuse will sign a document authorizing unannounced random drug
18 testing as a condition of returning to work and remaining an employee of the
19 City of Plainfield.

20 **Section 2. Purpose**

21 17:2-1. It is the responsibility of the Plainfield Fire Division to insure that
22 those employees involved in the provision of public safety services to the City of

1 Plainfield are not involved in the use or abuse of controlled dangerous
2 substances, not only for the safety of the general community but for the safety of
3 fellow employees.

4 17:2-2. The purpose of this order is to provide all employees with
5 information on the methods and procedures for the urinalysis/drug screening
6 testing program, as well as establishing a procedure for any affected employee to
7 challenge the results of any urinalysis/drug screening test for illegal substances
8 and drug abuse that proves positive.

9 17:2-3. This order shall serve as notification to all permanently appointed
10 Fire Offices/Firefighters employed by the Plainfield Fire Division, that
11 urinalysis/drug screening shall be conducted whenever there is reasonable
12 individualized suspicion to believe that a Fire Officer/Firefighter is using illegal
13 drugs under the guidelines as set forth in this order.

14 17:2-4. This order shall serve as notification to all permanently appointed
15 Fire Officers/Firefighters employed by the Plainfield Fire Divisions that
16 urinalysis/drug screening may be conducted as part of a bona fide scheduled
17 physical examination.

18 **Section 3. Definitions**

19 17:3-1. The following definitions are provided for terms used in this
20 order.

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

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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/PFOA 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.

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

- 6 i. Review of the medical history furnished by the
7 employee and a report of the items on the medical
8 examination form;
- 9 ii. Urinalysis;
- 10 iii. TB screening (Mantoux Test);
- 11 iv. Snellen eye screening examination;
- 12 v. Referral for an electrocardiogram, chest x-ray, blood
13 work or further urinalysis if the clinical evaluation
14 indicates the necessity.

15 I. Working Days - Relates to the individual Fire Personnel's
16 working tour.

17 **Section 4. General Rules**

18 17:4-1. Fire Division employees shall not possess or use any controlled
19 dangerous substance or any illegal drug while on duty or off duty, unless
20 properly prescribed by a licensed physician or dentist.

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

4 B. A positive test result for the presence of any controlled drug
5 or substance, illegal drug or substance, or any prescription, or non-
6 prescription drug, not listed on the drug screening medication
7 information form shall be the basis for rejecting the applicant for
8 the position of Firefighter.

9 17:4-3. Any employee who is ingesting any prescribed medication or over
10 the counter medication which impairs his/her ability to function effectively or
11 safely must notify his/her immediate supervisor via an M-13 prior to the start of
12 the work tour, indicating what the medication is, possible side effects and, if
13 prescribed, the name of the person prescribing the medication and the illness or
14 injury being treated. Based on the information provided and the potential effects
15 of the medication, the immediate supervisor may require the employee to report
16 off on sick leave until such time as competent medical authority may determine
17 whether or not the employee is fit for duty.

18 17:4-4. The City may take action to terminate any Fire Officer who is
19 using, distributing and/or found to be in possession of a controlled dangerous
20 substance on or off the job.

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1 Section 5. Members Affected

2 17:5-1. All applicants for the position of Firefighter shall be tested for
3 drug use as part of their pre-employment screening process.

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

7 B. A positive test result for the presence of any controlled
8 drug or substance, illegal drug or substance or any prescription or
9 non prescription drug not listed on the drug screening medication
10 information form shall be the basis for rejecting the applicant for
11 the position of Firefighter.

12 17:5-2. Permanently appointed Employees in the position of Fire
13 Officer/Firefighter shall be tested for drugs or drug use when there is reasonable
14 individualized suspicion to believe that the Employee is using illegal drugs, and
15 only after it has been demonstrated that there is an objective basis for the
16 reasonable suspicion, and then only with the permission of the Fire Chief or in
17 his absence, the Acting Chief.

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

- 20 i. Physical impairment or incapacitation;
- 21 ii. Excessive absenteeism;
- 22 iii. Chronic lateness;

- 1 iv. Deterioration of work habits;
- 2 v. Reduced productivity;
- 3 vi. Confidential information concerning illegal drug use;
- 4 vii. A positive urinalysis result as the result of testing during a
- 5 bona fide medical examination;
- 6 viii. Involvement in a Fire Division vehicular accident, where
- 7 there is reasonable individualized suspicion that drug use
- 8 may have been a contributing factor.
- 9 xi. Uncharacteristic behavior patterns.

10 B. The refusal of an employee to submit to a urinalysis test

11 when so ordered, based on reasonable suspicion, shall be the basis

12 for immediate suspension, without pay, pending disciplinary

13 action which may result in the employee's termination from the

14 Division.

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

16 the presence of any illegal drug or substance or narcotic drug or

17 substance or unexplained prescription drug or substance, shall be

18 subjected to disciplinary action up to and including possible

19 termination from the Division.

20 D. Receipt of confirmation from the testing laboratory of a

21 positive test result indicating the presence of any illegal drug or

22 substance, any narcotic drug or substance or unexplained

1 prescription drug or substance, may be the basis for immediate
2 suspension, without pay, of the affected employee.

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

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

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

19 C. Any employee who produces a positive test result indicating
20 the presence of any illegal drug or substance, or narcotic drug or
21 substance, or unexplained prescription drug or substance, shall be

1 subjected to disciplinary action resulting in possible termination
2 from the Division.

3 **Section 6. Laboratory Procedures**

4 17:6-1. The agency contracted by the City of Plainfield, Fire Division to
5 conduct urinalysis/drug screening will provide the Fire Division with proof that
6 the method used to perform the analysis for the presence of drugs will be:

7 A. Initial screening by Abuscreen (on-line) immunoassay
8 procedure.

9 B. Verification of all initial screening positive tests.

10 C. Confirmation analysis by GC/MS.

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

14	RBL Screening Cut Off	GC/MS
15	(ng/ml)	Confirmation
16	<u>Abuscreen/EMIT</u>	<u>Cut-off (ng/ml)</u>

17		
18	Delta-THC-9	
19	Carboxylic Acid	
20	(Marijuana)	50/50
21		10

22	Benzoylcegonine	
23	(Cocaine)	300/300
24		200

25	RBL Screening Cut Off	GC/MS
26	(ng/ml)	Confirmation
27	<u>Abuscreen/EMIT</u>	<u>Cut-off (ng/ml)</u>

28

1	Morphine		
2	(Opiates)	300/300	100
3			
4	Amphetamine	1,000/300	500
5			
6	Barbiturates	200/300	200
7			
8	Benzodiazepines	300/300	300
9			
10	Phencyclidine (PCP)	25/75	20
11			
12	Methaqualone	750/300	750
13			

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

22 **Section 7. Specimen Acquisition Procedures**

23 17:7-1. The Staff Services Bureau is the unit of the Fire Division which
24 shall arrange for obtaining a urine sample for the purposes of urinalysis/drug
25 screening.

26 17:7-2. The following are guidelines for collecting specimens:

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

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

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

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

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

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

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

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

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

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

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

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

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

21 17:7-3. Samples may only be taken at a recognized restroom within Fire
22 Division Headquarters or at the testing contractor's place of business. If the

1 sample is to be obtained at the testing contractor's place of business, the
2 employee shall be escorted to that location by a member of the Staff Services
3 Bureau.

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

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

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

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

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

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

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

3 **Section 8. Specimen Results**

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

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

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

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

21 A. The employee shall be notified as soon as practical, in person
22 by the Fire Chief or, in his absence, the on-duty Deputy Chief, an as

1 soon as possible thereafter, in writing, advising the employee of the
2 results of the test.

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

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

11 **Section 9. Employee Challenge**

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

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

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

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

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

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

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

17 Section 10. Continuation of Health Benefits.

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

22

1 ARTICLE XVIII

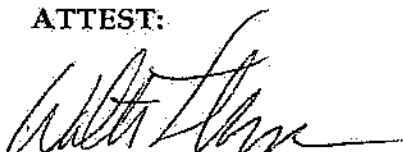
2 DURATION OF AGREEMENT

3 18-1. This Agreement shall be effective January 1, 2014 and shall
4 continue in effect through December 31, 2017, 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 PFOA 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.

12
13 ATTEST:

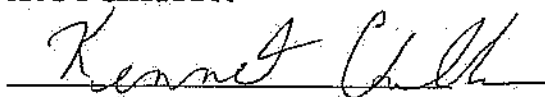
14 
15 _____

16 Secretary

17
18
19 2-9-15

20 Date

21
22
23
24
25
26
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28
29
**PLAINFIELD FIRE OFFICERS'
ASSOCIATION**



President

2/9/15

Date

ATTEST:

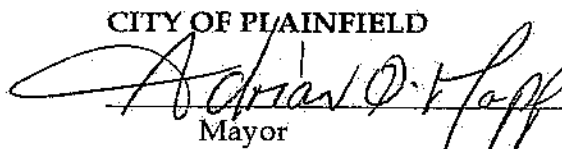


City Clerk

2-11-15

Date

CITY OF PLAINFIELD



Mayor

2/10/2015

Date

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 10.1 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 **10.2 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
6 those days 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.

18
19
20
21

Fire Lieutenant		2013	2014	2015	2016	2017
COLA		1.25	1.5	1.5	1.5	1.5
Step						
1	\$	63,402	\$ 64,353	\$ 65,318	\$ 66,298	\$ 67,293
2	\$	68,380	\$ 69,406	\$ 70,447	\$ 71,503	\$ 72,576
3	\$	73,363	\$ 74,463	\$ 75,580	\$ 76,714	\$ 77,865
4	\$	78,347	\$ 79,522	\$ 80,715	\$ 81,926	\$ 83,155
5	\$	83,324	\$ 84,574	\$ 85,842	\$ 87,130	\$ 88,437
6	\$	88,314	\$ 89,639	\$ 90,983	\$ 92,348	\$ 93,733
7	\$	93,297	\$ 94,696	\$ 96,117	\$ 97,559	\$ 99,022
8	\$	98,280	\$ 99,754	\$ 101,251	\$ 102,769	\$ 104,311
Fire Captain		2013	2014	2015	2016	2017
COLA		1.25	1.5	1.5	1.5	1.5
Step						
1	\$	73,039	\$ 74,135	\$ 75,247	\$ 76,375	\$ 77,521
2	\$	78,783	\$ 79,965	\$ 81,164	\$ 82,382	\$ 83,617
3	\$	84,516	\$ 85,784	\$ 87,070	\$ 88,377	\$ 89,702
4	\$	90,248	\$ 91,602	\$ 92,976	\$ 94,370	\$ 95,786
5	\$	95,979	\$ 97,419	\$ 98,880	\$ 100,363	\$ 101,869
6	\$	101,713	\$ 103,239	\$ 104,787	\$ 106,359	\$ 107,954
7	\$	107,445	\$ 109,057	\$ 110,693	\$ 112,353	\$ 114,038
8	\$	113,180	\$ 114,878	\$ 116,601	\$ 118,350	\$ 120,125
Battalion Fire Chief		2013	2014	2015	2016	2017
COLA		1.25	1.5	1.5	1.5	1.5
Step						
1	\$	78,635	\$ 79,815	\$ 81,012	\$ 82,227	\$ 83,460
2	\$	84,818	\$ 86,090	\$ 87,382	\$ 88,692	\$ 90,023
3	\$	90,989	\$ 92,354	\$ 93,739	\$ 95,145	\$ 96,572
4	\$	97,163	\$ 98,620	\$ 100,100	\$ 101,601	\$ 103,125
5	\$	103,334	\$ 104,884	\$ 106,457	\$ 108,054	\$ 109,675
6	\$	109,507	\$ 111,150	\$ 112,817	\$ 114,509	\$ 116,227
7	\$	115,680	\$ 117,415	\$ 119,176	\$ 120,964	\$ 122,779
8	\$	121,855	\$ 123,683	\$ 125,538	\$ 127,421	\$ 129,332

Deputy Fire Chief	2013	2014	2015	2016	2017
COLA	1.25	1.5	1.5	1.5	1.5
Step					
1	\$ 84,229	\$ 85,492	\$ 86,775	\$ 88,076	\$ 89,398
2	\$ 90,852	\$ 92,215	\$ 93,598	\$ 95,002	\$ 96,427
3	\$ 97,464	\$ 98,926	\$ 100,410	\$ 101,916	\$ 103,445
4	\$ 104,078	\$ 105,639	\$ 107,224	\$ 108,832	\$ 110,465
5	\$ 110,688	\$ 112,348	\$ 114,034	\$ 115,744	\$ 117,480
6	\$ 117,303	\$ 119,063	\$ 120,848	\$ 122,661	\$ 124,501
7	\$ 123,916	\$ 125,775	\$ 127,661	\$ 129,576	\$ 131,520
8	\$ 130,529	\$ 132,487	\$ 134,474	\$ 136,491	\$ 138,539