

1 AGREEMENT BETWEEN THE

2 CITY OF PLAINFIELD

3 AND THE

4 FIRE OFFICERS ASSOCIATION

5 (FOA)

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13 Effective January 1, 2007 through December 31, 2009

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1 P R E A M B L E

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

6 W I T E S S E T H

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

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

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

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

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

1 ARTICLE I

2 RECOGNITION

3 1-1. The City hereby recognizes the FOA as the exclusive and sole
4 representative for collective negotiations concerning the terms and conditions of
5 employment for all uniformed Fire Officers, excluding Fire Fighters, whether on
6 active employment or leave of absence authorized by the City.

7 ARTICLE II

8 NEGOTIATION PROCEDURE

9 2.1. The parties agree to enter into collective negotiations over a
10 successor Agreement in accordance with N.J.S.A. 34:13A-1, et seq. in a good faith
11 effort to reach agreement on all matters concerning the terms and conditions of
12 fire employment. The parties to this collective negotiations Agreement shall
13 commence negotiations for a successor Agreement not later than one hundred
14 twenty (120) days prior to the expiration date of the collective negotiations
15 Agreement in effect. Any agreements so negotiated shall apply to all Fire
16 Officers and shall be reduced to writing and adopted by all parties;

17 2.2. Continuing Review of this Agreement

18 A. Representatives of the City and the FOA negotiating
19 committee shall meet at least once each month, unless waived by both parties, for
20 the purpose of reviewing the administration of the Agreement, and to resolve
21 problems that may arise. These meetings are not intended to by-pass the
22 grievance procedure.

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

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

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

9 2.3. Except as this Agreement shall otherwise provide, all benefits,
10 terms and conditions of employment, applicable on the effective date of this
11 Agreement to employees covered by this Agreement, as established by the rules
12 and regulations or policies of the City in force on said date shall continue to be
13 applicable during the term of this Agreement, nor shall this Agreement be
14 interpreted or applied so as to eliminate, reduce or detract from fringe benefits
15 existing prior to its effective date. This Agreement shall, however, supersede any
16 prior written Agreement between the parties covering the same subject matters
17 and any inconsistent written Agreement between the City, the FOA or an
18 individual employee covered by this Agreement.

19 2.4. The City agrees not to negotiate concerning said employees in the
20 negotiation unit, as defined in Article I of this Agreement, with any organization
21 other than the FOA for the duration of this Agreement.

22 2.5. This Agreement shall not be modified in whole or in part by the

1 parties except by an instrument in writing duly executed by both parties.

2 **ARTICLE III**

3 **GRIEVANCE/ARBITRATION PROCEDURE**

4 3-1. **Grievance Definition**

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

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

10 3.2. **Purpose**

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

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

17 3.3. **Steps of the Grievance Procedure - Employee**

18 The following constitutes the sole and exclusive method of resolving
19 grievances between the parties covered by this Agreement, with the exception of
20 major disciplinary action and other matters which are cognizable under the New
21 Jersey Department of Personnel (DOP) and its rules and regulations, in which
22 case such matters shall proceed for resolution, if any, in accordance with those

1 DOP rules and regulations. The steps of the grievance procedure shall be
2 followed in their entirety unless any step is waived by written mutual consent.

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

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

9 **Step Two: Fire Chief**

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

18 **Step Three: Director**

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

1 have a copy of the Step Two answer attached and shall include an explanation as
2 to why the grievant is unsatisfied with the Step Two answer. The Director of
3 Public Affairs and Safety shall attempt to find a mutually satisfactory solution to
4 the grievance and shall provide a written answer to the grievance within ten (10)
5 work days of its receipt.

6 **Step Four: City Administrator**

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

16 **Step Five: Arbitration**

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

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

4 The arbitrator so selected shall be bound by the terms of the Agreement
5 and shall not have the power to add to, subtract from or in any way modify or
6 change the terms of the Agreement. The arbitrator shall be bound by the laws of
7 the State of New Jersey as well as the decisions of the courts of the State of New
8 Jersey.

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

14 3.4. The time limits set forth in this Article shall be strictly adhered to. If
15 any grievance has not been initiated within the time limits specified, then the
16 grievance shall be deemed abandoned. If any grievance is not processed to the
17 next succeeding step within the time limits prescribed in this Article, then the
18 disposition of the grievance at the last preceding step shall be deemed to be
19 conclusive. If a written answer is not given within the time limits prescribed at
20 any step in the grievance procedure, then the grievance shall be deemed to have
21 been denied and may be moved to the next step without further explanation.
22 Nothing herein shall prevent the parties from mutually agreeing in writing to

1 extend or contract the time limits for processing the grievance at any step in the
2 grievance/arbitration procedure.

3 3.5. It is agreed that any General Order which is the subject of a
4 grievance before implementation of the order will not be implemented until the
5 grievance process has been completed.

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

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

14 3.6. **Rights of Fire Officers to Representation**

15 A. Any party in interest may be represented at all stages of the
16 grievance procedure by himself or, at his option, by a representative selected or
17 approved by the FOA, or by counsel of his choice. When a Fire Officer is not
18 represented by the FOA, the FOA shall have the right to be present and to state
19 its views at all stages of the grievance procedure. If a Fire Officer is not a
20 member of the FOA, consent must be granted by said Fire Officer in order for an
21 FOA representative to be present.

22 B. The parties agree that their respective agents, servants or

1 employees will not engage in any acts of reprisal or harassment against anyone
2 by reason of utilization or participation in the grievance/arbitration procedure
3 set forth in this Article.

4 **3.7. Statement of Policy**

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

14 **3.8. Miscellaneous**

15 A. Forms for filing grievances, serving notices, taking appeals,
16 making reports and recommendations, and other necessary documents, shall be
17 prepared by the Director of Public Affairs and Safety and the Fire Chief in
18 consultation with the FOA and given appropriate distribution so as to facilitate
19 operation of the grievance procedure.

20 B. Any meeting or hearings under the grievance/arbitration
21 procedure of this Article shall be non-public and shall include only such parties

1 in interest and their designated or selected representatives, unless public
2 hearings are required by law or both parties mutually agree in writing.

3 **ARTICLE IV**

4 **FIRE OFFICERS' RIGHTS**

5 4.1. Pursuant to Chapter 303, Public Law 1968, the City hereby agrees
6 that every Fire Officer shall have the right freely to organize, join and support the
7 FOA and its affiliates for the purpose of engaging in collective negotiations and
8 other concerted activities for mutual aid and protection. As a duly selected body
9 exercising governmental power under color of law of the State of New Jersey, the
10 City understands and agrees that it shall not directly or indirectly discourage,
11 deprive or coerce any Fire Officer in the enjoyment of any rights conferred by
12 Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution
13 of New Jersey and the United States; that it shall not discriminate against any
14 Fire Officer with respect to hours, wages or any terms or conditions of
15 employment by reason of his membership in the FOA and its affiliates, collective
16 negotiations with the City or his institution of any grievance, complaint or
17 proceedings under this Agreement or otherwise with respect to any term or
18 condition of employment.

19 4-2. Nothing contained herein shall be construed to deny or restrict to
20 any Fire Officer such rights as he may have under any other applicable laws and
21 regulations. The rights granted to Fire Officers hereunder shall be deemed to be
22 in addition to those provided elsewhere.

1 **4.2. Disciplinary Action**

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

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

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

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

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

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

20 G. If the hearing results in minor discipline, the employee may

1 file a grievance under the grievance procedure of this Agreement. The grievance
2 shall be filed within ten (10) days of imposition of the discipline and shall be
3 instituted at Step four (4), (City Administrator).

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

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

9 **ARTICLE V**

10 **FOA RIGHTS AND PRIVILEGES**

11 5.1. The City agrees to make available to the FOA, in response to
12 reasonable requests from time to time, all available information concerning the
13 financial reports and audits, a list of certified fire personnel, budgetary
14 requirements and allocations, agendas and minutes of all City Council public
15 meetings, census data, names and addresses of all Fire Officers, and other such
16 information that shall assist the FOA in developing intelligent, accurate,
17 informed and constructive programs on behalf of the Fire Officers. The City
18 further agrees to make available information which may be necessary for the
19 FOA to process any grievance or complaint except in the case of personnel
20 matters, in which case the release of information shall be made on the basis of
21 legal advice from the Corporation Counsel.

1 5.2. Whenever any representative of the FOA is mutually scheduled by
2 the parties to participate during working hours in negotiations, grievance
3 proceedings, conferences or meetings, he shall suffer no loss in pay.

4 5.3. Up to two (2) members of the FOA Negotiations Committee shall
5 be granted leave from duty with full pay for all meetings between the City and
6 the FOA for the purposes of negotiating the terms of an Agreement, when such
7 meetings take place at a time during which such members are scheduled to be on
8 duty.

9 5.4. Up to two (2) members of the Grievance Committee, exclusive of
10 the President of the FOA, shall be granted leave from duty with full pay for all
11 meetings between the City and the FOA for the purpose of processing
12 grievances, when such meetings take place at a time during which members are
13 scheduled to be on duty.

14 5-5. The officers of the FOA (President, Vice-President, Recording
15 Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be
16 permitted to attend all regularly scheduled meetings in Fire Headquarters
17 facilities.

18 5-6. The FOA shall have the right to use their respective bulletin at Fire
19 Headquarters to post appropriate materials.

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1 ARTICLE VI

2 MANPOWER

3 6-1. In order to protect the health and safety of the employees of the
4 Fire Division, the City will make a reasonable effort to maintain the manpower
5 strength assigned to each company on each platoon as follows:

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

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

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

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

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

17 ARTICLE VII

18 WORKWEEK

19 7-1. The workweek for the Fire Officers working in suppression covered
20 by this agreement shall be an average of not more than forty-two (42) hours per
21 week in an eight (8) week cycle on a 24/72 work schedule.

1 7-2. The City and the FOA acknowledge that a Fire Officer's primary
2 responsibility is to perform firematic duties and that his energy shall be utilized
3 to the fullest extent toward that end.

4 7-3. The 24/72 work schedule shall be based on an eight (8) day regular
5 recurring work period consisting of one (1) twenty four (24) hour tour of duty,
6 followed by seventy two (72) hours scheduled off, followed by a second twenty
7 four (24) hour tour of duty, followed by seventy-two (72) hours off. A tour of
8 duty shall run from 0800 to the following 0800.

9 7-4. The work week for Fire Officers working in Staff Services shall be a
10 forty (40) hour work week. The work week will consist of four (4) ten (10) hour
11 days on a four day schedule. The work week will be Monday thru Friday with
12 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 FOA 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 role 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 an animal

7 repellant, and 4 flares. In addition, the Fire Chief may assign additional pieces of

8 fire 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 Department of Personnel 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 FOA to negotiate as required by law.

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

8 The FOA covenants and agrees that during the term of this Agreement
9 neither the FOA 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 FOA agrees that such action would constitute
14 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 FOA member shall be deemed grounds for disciplinary action, including
18 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 FOA or its members.

1 ARTICLE X

2 SALARIES

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

5 Effective January 1, 2007 4% of base salary

6 Effective January 1, 2008 3.50% of base salary

7 Effective January 1, 2009 3.75% of base salary

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

14 An equitable adjustment of \$225.00 will be paid to each bargaining unit
15 member. It is understood that this is a onetime payment and will not be
16 included in the base salary. Such payment will be included with each bargaining
17 unit members retroactive pay check (for the 2008 and 2009 cost of living
18 adjustments). The retroactive pay raises will be made by the end of January
19 2010.

20 10-2. Merit Increment

21 The City agrees that the decision to withhold a merit increment is subject

1 to binding arbitration and the burden of proof to warrant a withholding of an
2 increment is with the City in such proceeding.

3 **10-3. Longevity**

4 The City shall pay longevity, subject to the conditions of Section
5 11:4-1 of the Municipal Code, to all employees of this bargaining unit
6 having completed the following years of service in the following amounts:

7	10 years of service	\$500
8	15 years of service	\$1,000
9	20 years of service	\$1,300
10	25 years of service	\$1,600

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

14 **Exception to Longevity System**

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

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

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1 ARTICLE XI

2 SICK LEAVE/PERSONAL DAYS/SUPERVISOR DAYS

3 11-1. Leaves of absence other than sick leave shall be as set forth in
4 Section 11:9-6 of the Municipal Code of the City of Plainfield.

5 11-2. Sick Leave

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

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

- 11 1. Personal illness or injury;
- 12 2. Exposure to contagious disease;
- 13 3. Emergency reasons (Up to five (5) working days in
14 one calendar year without the approval of the Director of Public Affairs and
15 Safety, may be used for emergency reasons which might include care for a sick
16 family member of the employee's immediate family (defined herein for purposes
17 of this Section as spouse, child, legal ward, grandchild, foster child, father,
18 mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law,
19 mother-in-law and other relatives residing in the employee's household.);
- 20 4. Death in the employee's immediate family for a
21 reasonable period of time;
- 22 5. By a handicapped employee for absences related to
23 the acquisition or use of an aid for the handicapped when the aid is necessary to
24 function on the job. In such cases, reasonable proof may be required by the City.
- 25 6. Family Medical leave for the employee or a
26 seriously ill member of the employee's family shall be provided in accordance
27 with the Federal and State Family Medical Leave Acts.
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1 B. 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, an 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 Effective January 1, 1997, payment of accumulated sick leave under the
11 provisions of this Article shall be capped in the amount of \$15,000.00, regardless
12 of the number of such days accumulated. The six (6) months leave of absence set
13 forth in section 11-3 shall be excluded from the cap herein.

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

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

19 G. When an employee is absent from work because of illness
20 for more than five consecutive days, his supervisor may require the employee to
21 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. Upon regular or special retirement, a Fire Officer shall be entitled to
6 utilize up to six (6) months leave of absence with pay immediately prior to the
7 effective date of retirement and have such time charged against his accumulated
8 and unused sick leave days. A letter of commitment to retire must be signed by
9 the Fire Officer and submitted to the Fire Chief prior to granting this leave of
10 absence. A notice of intent to retire must be submitted to the Fire Chief at least
11 thirty (30) days in advance of the start of this leave of absence. The balance of his
12 sick leave days thereafter shall be paid at the time of retirement on the basis of
13 one-third (1/3) day per full day of verifiable sick leave accumulated and not
14 previously used. Vacation and sick time shall not accrue during this retirement
15 leave of absence.

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

20 Upon a non-work disability, a Fire Officer shall utilize his accumulated
21 and unused sick leave for the period of his absence from duty. Upon retirement
22 as a result of such disability, he shall be entitled to receive payment for all

1 accumulated and unused sick leave days, if any, on the basis of one-third (1/3)
2 day per full day.

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

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

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

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

16 **11-6. Personal Days**

17 A Fire Officer shall be entitled to utilize four (4) personal days. The first
18 two (2) personal days utilized by the Fire Officer shall not be charged to the
19 Officer's accumulated sick/vacation time. The first two (2) personal days are non
20 cumulative and cannot be carry over. Use of these two personal days shall be on
21 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 Effective January 1, 1991, each employee will be permitted one
13 supervisor's day which shall be utilized in the same manner as compensatory
14 time due.

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

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

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1 ARTICLE XII

2 OVERTIME

3 12-1. Where possible, overtime will be assigned on a voluntary, rather
4 than on a mandatory basis. The overtime list will be posted in advance, unless
5 emergency conditions prohibit it and the Fire Officers will be permitted to
6 arrange for exchange at their request.

7 12-2. All Fire Officers shall be compensated at the time and one-half rate,
8 either in cash or compensatory time off at the employee's sole option, for all time
9 worked beyond the regular scheduled work hours or on a regularly scheduled
10 day off. If the employee elects to receive cash compensation, then such monies
11 earned within the transmittal period shall be provided in the paycheck no later
12 than the next transmittal period. If the employee elects to receive compensatory
13 time off, then said compensatory time off shall be accumulated in a
14 compensatory time off bank (one and one-half hours added to the compensatory
15 time off for each hour of overtime worked) and such compensatory time off shall
16 be used upon the employee's request and in accordance with all applicable laws
17 governing use of compensatory time.

18 12-3. All Fire Officers shall be entitled to a minimum of two (2) hours
19 pay if called back to work after completion of the regular tour of duty. The City
20 shall have the right to require Fire Officers to work the full two (2) hours,
21 provided there is work to be performed within their job classification.

22 12-4. For the purpose of the 24/72 work schedule overtime shall be paid

1 as follows:

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

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

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

10 **ARTICLE XIII**

11 **INSURANCE PROTECTION**

12 13-1. The City shall pay the entire cost of the Traditional Plan
13 (hospitalization, medical/surgical and major medical coverage administered by
14 Horizon Blue Cross Blue Shield of New Jersey) for all employees and their
15 eligible dependents covered by this Agreement. For those employees choosing
16 to participate in the New Jersey Plus plan, (hospitalization, medical, surgical and
17 major medical coverage administered by Horizon Blue Cross/Blue Shield) or the
18 various Health Maintenance Organization Plans (hospitalization, medical
19 surgical and major medical coverage administered by group practice or
20 individual practice health insurance carriers) options instead of the Traditional
21 Plan, the City's financial obligation shall be no higher than the cost of the
22 corresponding Traditional Plan.

1 13-2. In addition to any and all other life insurance coverage currently
2 afforded to uniformed members of the Fire Division by virtue of their
3 participation in the Police and Firemen's Retirement System, or any other like
4 system, the City will provide each Fire Officer who has completed five (5) years
5 of service with a paid group life insurance policy of a face value of Four
6 Thousand (\$4,000.00) dollars.

7 **13-3. Non-Job Related Disability Income Protection**

8 Those Fire Officers who have not yet completed four (4) years of service
9 will be provide a long term disability insurance plan, which will provide income
10 of fifty (50%) percent of the employee's present salary following the utilization of
11 all sick and vacation leave that would be forthcoming or a one hundred eighty
12 (180) day waiting period, whichever is longer. In the event that an employee
13 exhausts his or her accumulated sick and vacation leave prior to the expiration of
14 the one hundred eighty (180) days waiting period, the City agrees to pay fifty
15 (50%) percent of the employee's salary up to the expiration of the one hundred
16 eighty (180) day waiting period. Such payment of fifty (50%) of salary will be
17 provided following determination by the City physician that the employee's
18 illness or injury is of sufficient quality and duration that it could qualify the
19 employee for long term disability coverage. After the completion of five (5) years
20 of service, the long term disability income insurance coverage will terminate and
21 employee will be provide group life insurance as provided in Section
22 13-2.

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

14 13-5. If negotiations with other bargaining units results in changes in
15 health coverage, the parties to this Agreement agree to immediately reopen this
16 Agreement for the purpose of negotiating similar changes to the insurance
17 coverage set forth in this Article.

18 **13-6. Coverage Upon Death or Retirement**

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

1 whose date of hire falls between January 1st and September 30th, inclusive, is
2 entitled to count that period as a year of service. Vacation shall be computed on
3 a calendar year basis, i.e., January 1st to December 31st.

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

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

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

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

18 14-2. As provided in Section 11:9 of the Municipal Code, vacation leave
19 will be calculated on the basis of an 8.4 hour day. Employees will have thirteen
20 (13) holidays per year. Eight (8) of the holidays shall be taken as vacation days in
21 addition to the schedule in 14-1 and five (5) of the thirteen (13) holidays may be
22 taken as vacation days in the same manner, or as "paid days." Employees shall

1 advise the Fire Chief of their intention to treat the five (5) holidays as vacation
2 days or "paid days" by February 1st, so that the City may budget its financial
3 obligations accurately. The payment for paid days will be in the first regular pay
4 of December. Holiday routine and Sunday routine duties will be in effect as
5 provided in Section 10 of General Order 1:14 which is attached and made a part
6 of this Contract, except that Sunday routine shall not pertain to Saturdays.

7 14-3. Fire Officers assigned to a normal five (5) day week shall receive
8 thirteen (13) holidays per section 11:9 of the Plainfield Municipal Code with no
9 paid days option. Effective January 1, 1985, Fire Officers assigned to a normal
10 five (5) day week shall have the option to cash in as paid days five (5) of the
11 thirteen (13) paid holidays pursuant to Article 14-2.

12 ARTICLE XV

13 MISCELLANEOUS

14 15-1. This Agreement and the terms and conditions of employment set
15 forth herein constitutes the City policy for the term of said Agreement, and the
16 City shall carry out the commitments contained herein and give them full force
17 and effect as terms and conditions of employment which cannot be unilaterally
18 changed.

19 15-2. If any provision of this Agreement or any application of this
20 Agreement to any employee, member or group of employees or members is held
21 to be invalid by operation of law, by any Court, administrative body or other
22 tribunal of competent jurisdiction, then the parties agree to reopen negotiations

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

5 15-3. The City and the FOA agree that there shall be no discrimination
6 and that all practices, procedures and policies of the Fire Division shall clearly
7 exemplify there is no discrimination in the hiring, transfer, or discipline of Fire
8 Officer personnel on the basis of race, creed, religion, national origin, marital
9 status or sex. Nothing in this section shall prohibit the City from complying with
10 its legal or moral obligations with regard to federal, state or local Affirmative
11 Action laws.

12 15-4. It is expressly agreed and understood that the City and the FOA
13 shall be bound by the present Personnel Ordinances as modified by the terms of
14 this Contract, regardless of whether same is repealed or amended, unless both
15 parties agree to said repeal or amendments.

16 15-5. Copies of this Agreement together with a copy of the City
17 Personnel Code shall be reproduced at the expense of the City within thirty (30)
18 days after the Agreement is signed and shall be available for examination by all
19 Fire Officers now employed, hereafter employed or considered for employment
20 by the City.

21 15-6. If there is any conflict between the terms of this Agreement and any

1 Ordinance hereafter enacted, the terms of this Agreement shall prevail.
2 Reference to "any Ordinance" shall mean those Ordinances in effect at the time
3 of the adoption of this Agreement. Amendments to such Ordinances subsequent
4 to the adoption of this Agreement referring to matters contained herein, shall
5 have no effect upon this Agreement without consent of all parties hereto.

6 15-7. When any Officer of the Fire Division, except Deputy Fire Chief, is
7 designated by order of the Fire Chief to serve in the capacity of and perform the
8 functions of a higher grade member of the Division for a period of eight (8)
9 consecutive duty hours in a forty-two (42) hour work week, he shall receive for
10 each hour served in said higher grade the compensation provided for said higher
11 grade as provided in Section 11:7-5(d) of the Municipal Code of the City of
12 Plainfield. It is understood that these provisions shall not apply to the Deputy
13 Chief since takeover for the Fire Chief is considered part of their regular
14 functions.

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

20 In the event of an absence of more than thirty (30) days, the acting
21 appointment shall be rotated every thirty (30) days. For example, in the event a
22 Lieutenant is out eight (80) consecutive days, the number one man on the

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

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

12 Effective January 1, 2007, all uniformed employees shall receive a Seven
13 Hundred (700.00) dollar payment annually as reimbursement for the
14 maintenance of their uniforms. The payment shall be made in December of the
15 year.

16 15-10. The City agrees that the Fire Chief and the Director of the
17 Department of Public Affairs and Safety, prior to promulgating any change in the
18 Departmental Rules and Regulations, shall first meet with the Executive
19 Committee of the FOA to discuss these changes and shall agree to take the
20 Committee's view into consideration prior to implementing said changes.

21 15-11. Fire Officers will not be subject to the provisions of Section

1 11:9-11(c) of the Plainfield Municipal Code. This section of the Code refers to the
2 accumulation of sick and vacation benefits while out on job-related sick or injury
3 leave.

4 15-12. Effective January 1, 1986, the City will provide a tax-
5 sheltered annuity deduction system whereby each employee may deduct up to
6 ten (10%) of gross salary and apply it to a tax-sheltered annuity program to be
7 designated by the City.

8 15-13. The City shall provide the means for direct bank deposit of
9 employee payroll checks for those who choose the option of direct bank deposit.

10 15-14. Upon advance notice and at reasonable times, any
11 bargaining unit employee may review his/her personnel file, unless confidential
12 by law. However, this appointment for review must be made through the Chief
13 of the Fire Division or his designated representative.

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

1 15-15. The City agrees to provide (in January of each year) to member of
2 the FOA written certification of his/her accumulated benefit days, which shall
3 include the employees accumulated and yearly entitlement of sick and vacation
4 time. The certification shall also included the total number of personal days,
5 compensatory time and any other time the employee may be entitle to receive.

6 **ARTICLE XVI**

7 **UNION DUES AND AGENCY SHOP FEE**

8 **16-1. Union Dues**

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

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

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

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

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

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

1 ARTICLE XVII

2 DRUG POLICY

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

17 Section 1. Policy

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

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

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

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

11 **Section 2. Purpose**

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

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

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

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

10 **Section 3. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

7 I. Working Days - Relates to the individual Fire Personnel's
8 working tour.

9 **Section 4. General Rules**

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

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

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

21 17:4-3. Any employee who is ingesting any prescribed medication or over
22 the counter medication which impairs his/her ability to function effectively or

1 safely must notify his/her immediate supervisor via an M-13 prior to the start of
2 the work tour, indicating what the medication is, possible side effects and, if
3 prescribed, the name of the person prescribing the medication and the illness or
4 injury being treated. Based on the information provided and the potential effects
5 of the medication, the immediate supervisor may require the employee to report
6 off on sick leave until such time as competent medical authority may determine
7 whether or not the employee is fit for duty.

8 17:4-4. The City may take action to terminate any Fire Officer who is
9 using, distributing and/or found to be in possession of a controlled dangerous
10 substance on or off the job.

11 **Section 5. Members Affected**

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

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

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

1 17:5-2. Permanently appointed Employees in the position of Fire
2 Officer/Firefighter shall be tested for drugs or drug use when there is reasonable
3 individualized suspicion to believe that the Employee is using illegal drugs, and
4 only after it has been demonstrated that there is an objective basis for the
5 reasonable suspicion, and then only with the permission of the Fire Chief or in
6 his absence, the Acting Chief.

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

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

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

1 when so ordered, based on reasonable suspicion, shall be the basis
2 for immediate suspension, without pay, pending disciplinary
3 action which may result in the employee's termination from the
4 Division.

5 C. Any Employee who produces a positive test result indicating
6 the presence of any illegal drug or substance or narcotic drug or
7 substance or unexplained prescription drug or substance, shall be
8 subjected to disciplinary action up to and including possible
9 termination from the Division.

10 D. Receipt of confirmation from the testing laboratory of a
11 positive test result indicating the presence of any illegal drug or
12 substance, any narcotic drug or substance or unexplained
13 prescription drug or substance, may be the basis for immediate
14 suspension, without pay, of the affected employee.

15 17:5-3. All employees in the position of Fire Officer/Firefighter currently
16 employed by the Fire Division may be subject to periodic urinalysis/drug
17 screening which shall be conducted as group testing, either by company, specific
18 unit or platoon, as part of a scheduled physical examination. Members of a
19 group scheduled for testing who are not present at the time of testing will be
20 tested in any subsequent group screening or may be tested individually.

21 A. During a regularly scheduled physical examination, the

1 refusal of an employee to submit to a urinalysis test shall be the
2 basis for immediate suspension, without pay, pending disciplinary
3 action which may result in the employee's termination from the
4 Division.

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

10 C. Any employee who produces a positive test result indicating
11 the presence of any illegal drug or substance, or narcotic drug or
12 substance, or unexplained prescription drug or substance, shall be
13 subjected to disciplinary action resulting in possible termination
14 from the Division.

15 **Section 6. Laboratory Procedures**

16 17:6-1. The agency contracted by the City of Plainfield, Fire Division to
17 conduct urinalysis/drug screening will provide the Fire Division with proof that
18 the method used to perform the analysis for the presence of drugs will be:

19 A. Initial screening by Abuscreen (on-line) immunoassay
20 procedure.

21 B. Verification of all initial screening positive tests.

22 C. Confirmation analysis by GC/MS.

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

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

8 Delta-THC-9		
9 Carboxylic Acid		
10 (Marijuana)	50/50	10
11		
12 Benzoylecgonine		
13 (Cocaine)	300/300	200
14		

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

20 Morphine		
21 (Opiates)	300/300	100
22		
23 Amphetamine	1,000/300	500
24		
25 Barbiturates	200/300	200
26		
27 Benzodiazepines	300/300	300
28		
29 Phencyclidine (PCP)	25/75	20
30		
31 Methaqualone	750/300	750
32		

33 17:6-2. The schedule of drugs shall not be considered inclusive. It may
 34 be expanded to include other controlled dangerous substances or illegal drugs if
 35 in the opinion of the Fire Chief or the Director of Public Affairs and Safety it is
 36 necessary to do so. If the schedule of drugs is expanded by the addition of any

1 other illegal or controlled dangerous substance, then the schedule will also
2 define the established level that will be considered a positive reading for the
3 additional substance. Expansion of the schedule shall be subject to mutual
4 agreement between the City and the FMBA/FOA.

5 **Section 7. Specimen Acquisition Procedures**

6 17:7-1. The Staff Services Bureau is the unit of the Fire Division which
7 shall arrange for obtaining a urine sample for the purposes of urinalysis/drug
8 screening.

9 17:7-2. The following are guidelines for collecting specimens:

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

13 B. The official monitor shall be responsible for ensuring that all
14 required forms for the specimen acquisition have been accurately and
15 thoroughly completed.

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

20 D. Urine samples will be processed in accordance with
21 accepted chain of evidence procedures. Throughout the acquisition
22 process, the identity of the Fire Officer/Firefighter shall be

1 preserved through the use of the social security number in lieu of
2 the person's name on all forms submitted to the laboratory with the
3 urine sample.

4 E. The Fire Officer/Firefighter shall complete all information
5 requested on the specimen bottle label and on the laboratory chain
6 of custody form.

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

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

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

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

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

21 K. The official monitor will now mark the appropriate box on
22 the chain of custody form and sign in the space provided, attesting

1 that proper procedure was observed in collection and sealing of the
2 sample.

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

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

8 17:7-3. Samples may only be taken at a recognized restroom within Fire
9 Division Headquarters or at the testing contractor's place of business. If the
10 sample is to be obtained at the testing contractor's place of business, the
11 employee shall be escorted to that location by a member of the Staff Services
12 Bureau.

13 17:7-4. The only person who will be in attendance during the sampling
14 process shall be a monitor who is of the same sex as the employee/applicant
15 contributing the sample, and, if necessary, a sworn member of the Staff Services
16 Bureau, who shall also be of the same sex as the employee/applicant
17 contributing the sample.

18 17:7-5. The contractor shall be responsible for the chain of custody of the
19 sample and for all necessary transportation of the sample to the designated
20 testing facility.

21 17:7-6. In the event that an original sample is in any way contaminated or
22 proves to be of insufficient quantity for complete testing, that employee may be

1 requested to provide another sample, either as a member of a subsequent group
2 test or individually.

3 17:7-7. In the case of permanently appointed Fire Officers/Firefighters, at
4 the time that a urine sample is provided the employee may request that a second
5 sample be taken for storage and possible future challenge.

6 A. The second sample shall be provided at the same time the
7 first sample is taken.

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

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

12 **Section 8. Specimen Results**

13 17:8-1. The contractor shall communicate all laboratory analysis results to
14 the Director of Public Affairs and Safety or the Fire Chief via certified copy of the
15 final results in an appropriate mailer or envelope marked confidential. The final
16 results will be reviewed by the Director of Public Affairs and Safety and the Fire
17 Chief. Each employee, upon whom a final result has been rendered, shall be
18 notified of such result by the Chief, or his designee.

19 17:8-2. Final laboratory reports indicating negative results of the
20 urinalysis/drug screening may be reviewed by the employee who contributed
21 that specific sample, if the employee submits a request in writing through the
22 chain of command within five working days of notification or receipt of the final

1 results by the Fire Chief. An employee may not receive a copy of the results but
2 shall be entitled to initial the results provided him.

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

5 17:8-4. Whenever any sample results in a final laboratory test which is
6 positive for the presence of an illegal or controlled dangerous substance included
7 on the schedule of drugs:

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

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

17 C. Instances of positively confirmed illegal substances in the
18 specimen may be discussed with the physician of the City of
19 Plainfield.

20 **Section 9. Employee Challenge**

21 17:9-1. An employee who provided a secondary urine sample may
22 challenge the results of any positive test result by making written application to

1 the Director of Public Affairs and Safety, through the chain of command, within
2 ten (10) working days after being notified of the positive test results. An
3 employee who challenges the results shall:

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

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

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

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

1 ARTICLE XVIII

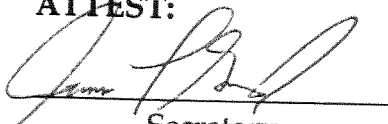
2 DURATION OF AGREEMENT

3 18-1. This Agreement shall be effective January 1, 2007 and shall
4 continue in effect through December 31, 2009, 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 FOA 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 10/27/09
19 _____
20 Date

FIRE OFFICERS' ASSOCIATION

21 
22 _____
23 President

24 10-27-2009
25 _____
26 Date

27 **ATTEST:**

28 _____
29 City Clerk

Date

CITY OF PLAINFIELD

Mayor

Date

1 ARTICLE XVIII

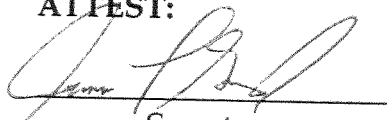
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14 
15 _____
16 Secretary

17
18 10/27/09
19 _____
20 Date

FIRE OFFICERS' ASSOCIATION




President

10-27-2009


Date

21
22 **ATTEST:**

23 
24 _____
25 **DEPUTY City Clerk**

26 12/08/10
27 _____
28 Date

CITY OF PLAINFIELD



Mayor

12/8/10

Date

ATTACHMENT A
SALARY GUIDE

Fire Lieutenant (Grade 19)	2007	2008	2009	Fire Captain (Grade 22)	2007	2008	2009
COLA	4.00%	3.50%	3.75%		4.00%	3.50%	3.75%
Step				Step			
1	55,641	57,588	59,748	1	64,098	66,342	68,830
2	60,009	62,109	64,438	2	69,139	71,559	74,243
3	64,382	66,636	69,134	3	74,170	76,766	79,644
4	68,756	71,163	73,832	4	79,200	81,972	85,046
5	73,124	75,684	78,522	5	84,230	87,178	90,447
6	77,503	80,215	83,224	6	89,262	92,386	95,851
7	81,876	84,742	87,920	7	94,292	97,592	101,251
8	86,249	89,268	92,616	8	99,325	102,802	106,657
Battalion Fire Chief (Grade 23)	2007	2008	2009	Deputy Fire Chief (Grade 25)	2007	2008	2009
COLA	4.00%	3.50%	3.75%		4.00%	3.50%	3.75%
Step				Step			
1	69,009	71,425	74,103	1	73,918	76,505	79,374
2	74,435	77,040	79,929	2	79,730	82,520	85,615
3	79,851	82,646	85,745	3	85,533	88,526	91,846
4	85,269	88,253	91,562	4	91,337	94,534	98,079
5	90,684	93,858	97,377	5	97,138	100,538	104,308
6	96,102	99,466	103,196	6	102,943	106,546	110,542
7	101,519	105,072	109,012	7	108,747	112,553	116,773
8	106,938	110,681	114,831	8	114,550	118,559	123,005

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.

1 ARTICLE XVIII


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16 Secretary

17
18 10/29/09
19 Date


FIRE OFFICERS' ASSOCIATION



President

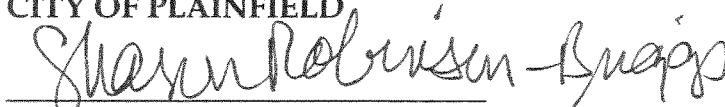
10-27-2009
Date

21
22 **ATTEST:**

23 
24 _____
25 **DEPUTY** City Clerk

26 12/08/10
27 Date

CITY OF PLAINFIELD



Mayor

12/8/10
Date