



CITY OF PLAINFIELD

HR & Benefits Administration
515 Watchung Avenue
Plainfield NJ, 07060



ADRIAN O. MAPP
MAYOR

ABBY LEVENSON
BUSINESS ADMINISTRATOR &
PERSONNEL DIRECTOR

To: Abby Levenson, Business Administrator & Personnel Director
From: Abby Levenson, Business Administrator & Personnel Director
Date: June 27, 2023
Subject: **An Ordinance Amending the Schedule of Salaries and Wages Adopted Pursuant to Article 14, Chapter 11 of the Municipal Code of the City of Plainfield, New Jersey, 1971 (Salary Amendment) Firemen Mutual Benevolent Association, Local 7 (FMBA)**

RECOMMENDATION

Adopt the attached Ordinance amending the schedule of salaries and wages adopted pursuant to the Plainfield Municipal Code Article 14, Chapter 11, Firemen Mutual Benevolent Association, Local 7 (FMBA).

BACKGROUND

The City entered into negotiations with the Firemen Mutual Benevolent Association, Local 7 (FMBA), for the purpose of negotiating a successor agreement. The City and the Firemen Mutual Benevolent Association, Local 7(FMBA) reached an agreement, through an arbitration process, which establishes the cost-of-living adjustments for the period retroactive to January 1, 2022, through December 31, 2025. The agreement provides for the following cost of living increases:

Period	Negotiated COLA
January 1, 2022 - December 31, 2022	3.25 %
January 1, 2023 - December 31, 2023	3 %
January 1, 2024 - December 31, 2024	2.25 %
January 1, 2025 - December 31, 2025	2 %

FISCAL IMPACT

Below is a table reflecting the cost associated with above-noted cost of living adjustments:

Year	Estimated COLA
2022	\$158,417
2023	\$435,457
2024	\$408,984
2025	\$413,803

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Website: <http://www.plainfieldnj.gov>

Attachments:

2022-2025 salary ordinance (DOCX)

Plainfield-FMBA Fact Finding Award 6.2.23 (PDF)


Abby Robinson, Business Administrator & Personnel Director

7/3/2023


Abby Robinson, Business Administrator & Personnel Director

7/3/2023

MC 2023-25

**AN ORDINANCE AMENDING THE SCHEDULE OF SALARIES AND WAGES
ADOPTED PURSUANT TO ARTICLE 14, CHAPTER 11 OF THE MUNICIPAL CODE
OF THE CITY OF PLAINFIELD, NEW JERSEY, 1971 (SALARY AMENDMENT)
FIREMEN MUTUAL BENEVOLENT ASSOCIATION, LOCAL 7 (FMBA)**

**AN ORDINANCE AMENDING THE SCHEDULE OF SALARIES AND
WAGES ADOPTED PURSUANT TO ARTICLE 14, CHAPTER 11 OF THE
MUNICIPAL CODE OF THE CITY OF PLAINFIELD, NEW JERSEY, 1971.
(SALARY AMENDMENT)
FIREMEN MUTUAL BENEVOLENT ASSOCIATION, LOCAL 7**

Be It Enacted by the Council of the City of Plainfield:

Sec. 1. The schedule of positions, salaries, fringe benefits, and wage ranges of the Firemen Mutual Benevolent Association, Local 7, the amendments and supplements heretofore adopted pursuant to Chapter 11, Article 14 of the Municipal Code of the City of Plainfield, New Jersey, 1971, are hereby amended.

Sec. 2. The following wage range and fringe benefits of the Plainfield Firemen Mutual Benevolent Association (FMBA) Local 7 is hereby adopted pursuant to Section 11:14-1:

- a. The seven (7) step salary guide for employees hired in the title of Firefighter before January 1, 1998 shall consist of a minimum and maximum salary range retroactive to January 1, 2022 as follows:

Period	Minimum	Maximum
01/01/2022-12/31/2022	64,666	100,284
01/01/2023-12/31/2023	66,606	103,293
01/01/2024-12/31/2024	68,105	105,617
01/01/2025-12/31/2025	69,467	107,729

- b. The seven (7) step salary guide for employees hired in the title of Firefighter on or after January 1, 1998, shall consist of a minimum and maximum salary range retroactive to January 1, 2022 is as follows:

Period	Minimum	Maximum
01/01/2022-12/31/2022	51,964	100,284

01/01/2023-12/31/2023	53,523	103,293
01/01/2024-12/31/2024	54,727	105,617
01/01/2025-12/31/2025	55,822	107,729

- c. The ten (10) step salary guide for employees hired in the title of Firefighter on or after April 18, 2012 shall consist of a minimum and maximum salary range retroactive to January 1, 2022 is as follows:

Period	Minimum	Maximum
01/01/2022-12/31/2022	38,067	100,284
01/01/2023-12/31/2023	39,209	103,293
01/01/2024-12/31/2024	40,091	105,617
01/01/2025-12/31/2025	40,893	107,729

- d. The thirteen (13) step salary guide for employees hired in the title of Firefighter on or after July 1, 2014, shall consist of a minimum and maximum salary range retroactive to January 1, 2022 as follows:

Period	Minimum	Maximum
01/01/2022-12/31/2022	35,069	100,284
01/01/2023-12/31/2023	36,121	103,293
01/01/2024-12/31/2024	36,934	105,617
01/01/2025-12/31/2025	37,673	107,729

Sec. 3. In addition to the salaries established pursuant to the preceding sections, longevity pay shall be paid to each employee of the Firemen Mutual Benevolent Association, Local 7 who have completed the number of years shown on the following schedule and shall be payable at the same time in the same manner as the base pay. Longevity pay shall be paid for the full calendar year only and shall be paid to such employees who will qualify for the longevity pay on or before June 30th of the calendar year. Longevity pay shall be subject to the merit conditions set forth in Section 11:4-1 and Section 11:14-1 of the Plainfield Municipal Code and shall be paid in accordance with the following schedules.

a. Longevity schedule

10 Years of Service	\$ 500
15 Years of Service	\$1,000
20 Years of Service	\$1,300
25 Years of Service	\$1,600

- b. Bargaining unit employees hired on or after January 1, 1994, and who are subject to the Firemen Mutual Benevolent Association, Local 7 collective bargaining agreement shall be entitled to Longevity pay per the following schedule effective January 1, 2007.

10 Years of Service	\$400
15 Years of Service	\$1,000
20 Years of Service	\$1,300
25 Years of Service	\$1,600

c. Longevity for employees hired on or after July 1, 2014, shall be as follows:

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

Sec. 4. This ordinance shall take effect twenty (20) days after final passage and approval as provided by law.

ADOPTED BY THE MUNICIPAL COUNCIL

August 14, 2023



Abubakar Jalloh, R.M.C.
Municipal Clerk

CLERK'S CERTIFICATION

I, Abubakar Jalloh, City Clerk of the City of Plainfield do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Plainfield City Council.

Abubakar Jalloh, R.M.C.
Municipal Clerk

✓ Vote Record - Ordinance MC 2023-25						
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Adopted	Richard Wyatt	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Adopted as Amended	Charles McRae	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Defeated	Steve Hockaday	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Sean McKenna	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Repealed	Terri Briggs Jones	Voter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Failed	Robert Graham	Seconder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Vetoed	Barry N. Goode	Mover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consensus						

1 AGREEMENT BETWEEN THE
2 CITY OF PLAINFIELD
3 AND THE
4 FIREMEN’S MUTUAL
5 BENEVOLENT ASSOCIATION
6 LOCAL 7 (FMBA)

7
8

Effective January 1, 2022 Through December 31, 2025

9

10
11 Hatfield Schwartz Law Group LLC
12 240 Cedar Knolls Road, Suite 303
13 Cedar Knolls, NJ 07927
14 973-737-8315

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P R E A M B L E

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

W I T N E S S E T H

WHEREAS, the City and the FMBA 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 **FMBA** as the representatives of employees hereinafter designated with respect to the terms and conditions of employment; and

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

4 **ARTICLE I**

5 **RECOGNITION**

6 1-1. The City hereby recognizes the FMBA as the exclusive and sole
7 representative for collective negotiations concerning the terms and conditions of
8 employment for all sworn fire personnel, excluding Fire Officers, whether on active
9 employment or leave of absence authorized by the City.

10 **ARTICLE II**

11 **NEGOTIATION PROCEDURE**

12 2.1. The parties agree to enter into collective negotiations over a
13 successor Agreement in accordance with N.J.S.A. 34:13A-1, et seq. in a good faith
14 effort to reach agreement on all matters concerning the terms and conditions of fire
15 employment. In accordance with N.J.A.C. 19:12-2.1(a) the parties to a
16 collective negotiations Agreement shall commence negotiations for a
17 successor Agreement no later than one hundred twenty (120) days prior to the
18 public Employer's required budget submission date. Any agreements so negotiated
19 shall apply to all Firefighters and shall be reduced to writing and adopted by all
20 parties;

1 **2.2 Continuing Review of this Agreement**

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

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

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

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

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

1 Agreement between the City, the FMBA or an individual employee covered by this
2 Agreement.

3 2.4. The City agrees not to negotiate concerning said employees in the
4 negotiation unit, as defined in Article I of this Agreement, with any organization
5 other than the FMBA for the duration of this Agreement.

6 2.5. This Agreement shall not be modified in whole or in part by the
7 parties except by an instrument in writing duly executed by both parties.

8 **ARTICLE III**

9 **GRIEVANCE/ARBITRATION PROCEDURE**

10 3-1. **Grievance Definition**

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

13 B. Minor disciplinary action as is defined by Civil Service
14 which is reduced to writing shall be subject to the grievance procedure. Grievances
15 of this nature shall commence at Step Three, (Department Director of Public Affairs
16 and Safety).

17 3.2 **Purpose**

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

22 B. No grievance settlement reached under the terms of this

1 Agreement shall add to, subtract from or modify any terms of this Agreement.

2 3.3 **Steps of the Grievance Procedure – Employee**

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

10 **Step One:**

11 The grievant shall file the original written grievance with the Director of
12 Public Affairs and Safety, with a copy to the Fire Director, within ten (10) business
13 days (Monday through Friday), of the date the grievance arose or when the grievant
14 should have reasonably known. The Director of Public Affairs and Safety shall
15 attempt to find a mutually satisfactory solution to the grievance and shall provide a
16 written answer to the grievance within fifteen (15) business (Monday through
17 Friday) days of its receipt.

18 Minor disciplinary grievances shall be initiated at this step and a copy of
19 the grievance shall be simultaneously filed with the Fire Director and the Director
20 of Public Affairs and Safety.

21 **Step Two: City Administrator**

22 If the grievance is not satisfactorily resolved at Step One, the grievant shall

1 file the written grievance with the City Administrator, with a copy to the Director
2 of Public Affairs and Safety, within ten (10) business days (Monday through
3 Friday) of the date the Step One answer was received or should have been
4 received. The written grievance shall have a copy of the Step One answer
5 attached and shall include an explanation as to why the grievant is unsatisfied with
6 the Step Three answer. The City Administrator will attempt to find a
7 mutually satisfactory solution to the grievance and shall file a written answer to
8 the grievance within fifteen (15) business days (Monday through Friday) of its
9 receipt.

10 **Step Three: Arbitration**

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

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

20 The arbitrator so selected shall be bound by the terms of the Agreement
21 and shall not have the power to add to, subtract from or in any way modify or
22 change the terms of the Agreement. The arbitrator shall be bound by the laws of

1 the State of New Jersey as well as the decisions of the courts of the State of New
2 Jersey.

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

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

19 3.5. It is agreed that any General Order which is the subject of a
20 grievance before implementation of the order will not be implemented until the
21 grievance process has been completed.

22

1 **3.6 Rights of Firefighters to Representation**

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

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

13 **3.7. Statement of Policy**

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

1 **3.8. Miscellaneous**

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

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

11 **ARTICLE IV**

12 **DISCIPLINARY PROCEDURES**

13 4.1. Pursuant to Chapter 303, Public Law 1968, the City hereby agrees
14 that every Firefighter shall have the right freely to organize, join and support the
15 FMBA and its affiliates for the purpose of engaging in collective negotiations and
16 other concerted activities for mutual aid and protection. As a duly selected body
17 exercising governmental power under color of law of the State of New Jersey, the
18 City understands and agrees that it shall not directly or indirectly discourage,
19 deprive or coerce any Firefighter in the enjoyment of any rights conferred by
20 Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of
21 New Jersey and the United States; that it shall not discriminate against any
22 Firefighter with respect to hours, wages or any terms or conditions of

1 employment by reason of his membership in the FMBA and its affiliates, his
2 participation in any activities of the FMBA and its affiliates, collective
3 negotiations with the City or his institution of any grievance, complaint or
4 proceedings under this Agreement or otherwise with respect to any term or
5 condition of employment.

6 4.2. Nothing contained herein shall be construed to deny or restrict to
7 any Firefighter such right as he may have under any other applicable laws and
8 regulations. The rights granted to Firefighters hereunder shall be deemed to be in
9 addition to those provided elsewhere.

10 4.3. (a) No Firefighter shall be discharged or discipline except for
11 just cause. The question of just cause will specifically be subject to the grievance
12 procedure of this Agreement, provided it is not subject to Civil Service review.

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

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

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

22 (e) Within five (5) days of receipt of the charge, the Firefighter

1 shall notify the Director of Public Affairs and Safety if he/she desires a hearing, in
2 which case the hearing shall be conducted no sooner than ten (10) days nor later
3 than thirty (30) days of the service of the charge.

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

6 (g) If the hearing results in minor discipline, the Firefighter or
7 the FMBA may file a grievance under the grievance procedure of this Agreement.
8 The grievance shall be filed within ten (10) business days (Monday through Friday)
9 of imposition of the discipline and shall be instituted at Step Two (2) (City
10 Administrator).

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

13 (i) A written warnings or reprimand may be grieved
14 commencing at Step One (1), (Director of Public Affairs and Safety).

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

1 appeal of such suspension, as applicable, pursuant to subsections (g) and (h) of this
2 Section.

3 **ARTICLE V**

4 **FMBA RIGHTS AND PRIVILEGES**

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

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

19 5.3. Up to three (3) members of the FMBA Negotiations Committee
20 shall be granted leave from duty with full pay for all meetings between the City and
21 the FMBA for the purposes of negotiating the terms of an Agreement, when such

1 meetings take place at a time during which such members are scheduled to be on
2 duty.

3 5.4. Up to four (4) members of the Grievance Committee shall
4 be granted leave from duty with full pay for all meetings between the City and
5 the FMBA for the purpose of negotiating terms of an Agreement, when
6 such meetings take place at a time during which members are scheduled to be on
7 duty.

8 5-5. The Officers of the FMBA (President, Vice-President, Recording
9 Corresponding Secretary, Treasurer, Liaison Officer and Trustees) shall be
10 permitted to attend all regularly scheduled internal meetings in Fire Headquarters
11 facilities.

12 5-6. The FMBA shall have the right to use their respective bulletin board
13 at Fire Headquarters to post appropriate materials.

14 5-7. The City shall notify the FMBA at least 30 days prior to the
15 submission date of a proposed reclassification or modification of a job description
16 with the Fire Service to Civil Service.

17 5.8. The President of the FMBA shall have the option of being stationed
18 at headquarters.

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1 ARTICLE VI

2 MANPOWER

3 Deleted as per PERC Decision.

4 ARTICLE VII

5 WORKWEEK

6 7-1. The work week for Firefighters covered by this agreement, shall be
7 an average of not more than forty-two (42) hour week in an eight (8) week cycle on
8 a 24/72 work schedule.

9 7-2. The 24/72 work schedule shall be based on an eight (8) day regular
10 recurring work period consisting of one (1) twenty four (24) hours tour of duty,
11 followed by seventy two (72) hours scheduled off, followed by a second twenty
12 four (24) hour tour of duty, followed by seventy two (72) hours off. A tour of duty
13 shall run from 0800 to the following 0800.

14 7-3. The City and the FMBA acknowledge that a Firefighter's primary
15 responsibility is to perform firematic duties and that his energy shall be utilized to
16 the fullest extent toward that end.

17 ARTICLE VIII

18 ADDITIONAL DUTIES

19 8-1. In addition to the normal fire duties performed by Firefighters, the
20 FMBA in an effort to improve the effectiveness of the Fire Division and the
21 Department of Public Affairs and Safety, agrees to participate in a Safety Patrol
22 Program. It is expressly understood that the Safety Patrol is not a police function;

1 it is merely an expansion of the normal public safety duties of a Firefighter, that is,
2 protecting lives and property. Members of the Safety Patrol will not be expected to
3 engage in those activities for which they have not been properly trained or
4 equipped. The duties of the Safety Patrol will be as follows:

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

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

10 C. Assist the Police Division at accidents or traffic control
11 problems. The role of the Safety Patrol would be one of backing up the Police
12 Division only when the Police Division is unavailable or when the Safety
13 Patrol comes upon an accident or traffic control problem and must take immediate
14 action.

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

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

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

22 G. The Safety Patrol will engage in a check of all houses listed

1 on the “vacant house checklist” in its assigned areas during daylight hours.

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

4 8-2. The Firefighters on Safety Patrol will be required to understand the
5 basics of traffic control and accident investigation so that in the event they are
6 called upon to assist the Police or come upon an accident or traffic control problem
7 while on their tour of duty they will be able to properly turn over the accident
8 investigation and noted information to the Police.

9 The Firefighters on Safety Patrol will be required to complete first aid
10 courses in the area of childbirth and proper method of handling emotionally
11 disturbed persons. They will also be required to know the basic procedures for
12 presentation of testimony in court and the proper methods of filing any reports
13 dealing with criminal activity observed or discovered by them.

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

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

20 8-3. Safety Patrols will normally operate during the following time
21 periods:

22 8:30 a.m. to 12:30 p.m.

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

2 7:30 p.m. to 11:30 p.m.

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

17 8-4. It is clearly understood that the Firefighters assigned to Safety Patrol
18 shall not be trained in the use of firearms and shall not be assigned firearms for use
19 in the patrol vehicle.

20 In addition, the safety patrol vehicles shall carry a Scott Air Pak, a first aid
21 kit, a 2-1/2 gal. pressurized water extinguisher, 2 fire brooms, 2 extinguishers, an
22 axe, a portable spotlight, 2 flashlights, 1 can of shock for use as an animal repellent,

1 and 4 flares. In addition, the Fire Director may assign additional pieces of fire
2 fighting or fire prevention equipment, if he sees the need for it.

3 **8-5. Alternative Duties**

4 It is understood that those Firefighters who do not qualify for safety
5 patrol duties or who, with the approval of the Fire Director after request by the
6 Firefighter, are excused from safety patrol duties, may be trained and assigned
7 as building inspectors during the day time hours. The details of this program
8 will be worked out with the Fire Director and the members of the Executive
9 Committees.

10 8-6. It is expressly and specifically agreed and understood that by
11 Firefighters assuming additional duties, including the safety patrol, the City does
12 not intend to change the duties of Firefighters in Title 4 of the New Jersey
13 Statutes, or any other job specifications described in Civil Service rules and
14 regulations covering same, except as might be modified by the terms of the
15 Agreement.

16 **ARTICLE IX**

17 **CITY'S RIGHTS AND PRIVILEGES**

18 **9-1. Management Responsibilities**

19 It is recognized that the management of the City government, the control of
20 its properties and the maintenance of order and safety is solely a responsibility of
21 the City. Accordingly, the City hereby retains and reserves unto itself, without
22 limitations, all powers, rights, authority, duties and responsibilities conferred upon

1 and vested in it prior to the signing of this Agreement by the laws and Constitution
2 of the State of New Jersey and of the United States, including, but not limiting the
3 generality of the foregoing, the following rights.

4 A. The executive management and administrative control of the
5 City government and its properties and facilities, and the activities of the
6 employees.

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

9 The exercise of the foregoing powers, rights, authority, duties or
10 responsibilities of the City, the adoption of policies, rules, regulations and practices
11 in furtherance thereof, and the use of judgement and discretion in collection
12 therewith shall be limited by the specific and expressed terms of this Agreement
13 and then only to the extent such specific and expressed terms hereof are in
14 conformance with the Constitution and laws of New Jersey and of the United States
15 and the Ordinances of the City of Plainfield.

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

19 The City shall have the right to take unilateral action pursuant to federal
20 and/or state statutory mandates, e.g., Commercial Motor Vehicle Safety Act, Drug
21 Free Workplace Act, provided that the City was required by deadlines, extensions
22 for which had been denied, to implement such actions. The FMBA retains the right

1 to challenge such actions pursuant and subject to the Grievance procedure or before
2 PERC, as applicable.

3 **9-2. Maintenance of Operations**

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

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

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

19 **ARTICLE X**

20 **SALARIES**

21 10-1. The salary guide for all Firefighters is set forth in Attachment A
22 annexed to this Agreement and reflects the following:

1	Effective January 1, 2022	3.25%
2	Effective January 1, 2023	3.0%
3	Effective January 1, 2024	2.25%
4	Effective January 1, 2025	2.0%

5 10-2. (a) Employees hired after April 18, 2012 shall work a ten (10)
6 step guide as listed on page 62.

7 (b) The salary guide for Firefighter hired on or after July 1,
8 2014, shall have thirteen (13) steps as listed on page 62.

9 (c) **Merit Increment**

10 The City agrees that the decision to withhold a merit
11 increment is subject to binding arbitration and the burden of proof
12 to warrant a withholding of an increment is with the City in such
13 proceeding.

14 **10-3. Longevity**

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

19	10 years of service	\$500
20	15 years of service	\$1,000
21	20 years of service	\$1,300
22	25 years of service	\$1,600
23		

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

4 (b) Employees hired after January 1, 1994 shall receive the following
5 longevity:

6	10 years of service	\$400
7	15 years of service	\$1000
8	20 years of service	\$1,300
9	25 years of service	\$1,600

10
11 (c) Longevity for employees hired on or after July 1, 2014 shall be as
12 follows:

13		
14	Beginning of the 15th year of service	\$1,000 to base pay
15	Beginning of the 20th year of service	\$1,300 to base pay
16	Beginning of the 25th year of service	\$1,600 to base pay

17
18 10-4. Fire Cadet Training

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

23 10-5. **Hazard Pay**

24 Each firefighter shall receive a one-time lump-sum payment of three
25 thousand, four hundred dollars (\$3,400) as hazard pay. Said payment shall not be
26 considered part of a firefighter's base salary.

27

28

1 ARTICLE XI

2 SICK LEAVE AND OTHER LEAVES OF ABSENCES

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
7 of 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. For purposes of the twenty four (24) hour shift, a day shall
10 convert to ten (10) or fourteen (14) hours and sick leave is to be used in ten (10) or
11 fourteen (14) hour increments. A tour of duty shall equal twenty four (24) hours.

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

- 14 1. Personal illness or injury;
15
16 2. Exposure to contagious disease;
17
18 3. Emergency reasons (Up to five (5) working days in
19 one calendar year without the approval of the Director of Public Affairs and Safety,
20 may be used for emergency reasons which might include care for a sick family
21 member of the employee's immediate family (defined herein for purposes of this
22 Section as spouse, child, legal ward, grandchild, foster child, father, mother, legal
23 guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law
24 and other relatives residing in the employee's household;
25
26 4. Death in the employee's immediate family for a
27 reasonable period of time once bereavement leave has been exhausted.
28
29 5. By a handicapped employee for absences related to
30 the acquisition or use of an aid for the handicapped when the aid is necessary to
31 function on the job. In such cases, reasonable proof may be required by the City.

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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.

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

E. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one day per month for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days. However, sick leave credit shall not accrue on any succeeding January 1st after an employee has resigned or retired, although his or her name is being retained on the payroll until exhaustion of vacation or compensatory leave.

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

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

When an employee is absent from work because of illness for more than five (5) consecutive days, his Supervisor may require the employee to submit a certificate from a physician relating to his/her illness. The City may require proof

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

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

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

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

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

1 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) day
3 per full day.

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

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

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

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

1 11-6. A Firefighter shall be entitled to six (6) personal days. The first four
2 (4) days utilized by the Firefighter shall be charged to the Firefighter's
3 vacation time. The first four (4) personal days are non cumulative and cannot be
4 carried over. Use of these four (4) personal days shall be based on vacation
5 selection criteria. For purposes of the 24/72 hour shift, the City and the FMBA
6 further agree that under the discretion of the Fire Division and at the request of the
7 employee, an employee may be allowed to take personal days in ten (10) or fourteen
8 (14) hour periods; if so, such period shall either be 0800-1800 or from 1000-1800
9 hours.

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

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

17 **ARTICLE XII**

18 **OVERTIME**

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

1 12-2 For purposes of the 24/72 work schedule overtime shall be paid as
2 follows:

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

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

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

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

21 All Firefighters will receive time and one half cash payment or may request
22 compensatory time off at this same rate except for the first half hour of time worked

1 after the normal tour of duty. Where work exceeds the first one half (1/2) hour after
2 the tour of duty, then the calculation shall be made back from the end of the tour of
3 scheduled duty.

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

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

16 12-4. All Firefighters shall be entitled to a minimum of four (4) hours pay
17 if called back to work after completion of the regular tour of duty.

18 ARTICLE XIII

19 INSURANCE PROTECTION

20 13-1. (a) The City agrees to comply with Chapter 78 P.L. of 2011,
21 subject to changes with the law. Effective January 1, 2018, the City shall implement
22 the \$20 PCP /\$20 Specialist Medical Plan (currently known as OAMC-20 plan) as

1 the base plan for medical benefits with the option for the employee to pay the
2 difference to buy up to any other higher cost plan. Effective January 1, 2018, all
3 employees will utilize the Difference Card for the Health Program.

4 (b) Firefighters shall be permitted to opt out of the medical plan
5 pursuant to City ordinance and consistent with state law.

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

12 **13-3. Non-Job Related Disability Income Protection**

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

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

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

19 13-5. In lieu of a drug prescription plan, the City agrees to pay each
20 Firefighter covered by this Agreement the sum of One Hundred (\$100.00)
21 Dollars per year. This payment shall be made to each Firefighter in December of
22 each year.

1 13-6. 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 coverage
4 set forth in this Article.

5 **13.7 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 for a
8 period of one (1) year provided, however, that said employee has coverage at the
9 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 based upon 25 years or more of credited
13 service in their pension system (except those who elect a deferred retirement) or
14 disability retirement regardless of years of service. Said health insurance coverage
15 shall be the same coverage as provided to City employees.

16 C. The City shall reimburse current and future eligible retirees
17 and their eligible spouse, civil union partner or same sex domestic partner for the
18 premium cost of Medicare Part B, only. Medicare A will only be paid by the City
19 if the employee is not Medicare eligible.

20 **ARTICLE XIV**

21 **VACATION AND HOLIDAYS**

22 14-1. (a) For purposes of the 24/72 work schedule vacation days shall

1 be converted to ten (10) or fourteen (14) hour days and a tour of duty shall equal
2 twenty four (24) hours.

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

4	0 through 1st year	1 working day per month
5		during first calendar year of
6		service
7		
8	Commencing the 2nd through	13 working days
9	5th year	
10		
11	Commencing the 6th through	16 working days
12	10th year	
13		
14	Commencing the 11th through	19 working days
15	15th year	
16		
17	Commencing the 16th through	22 working days
18	20th year	
19		
20	Commencing the 21st year or	26 working days
21	more	
22		
23		

24 (b) The vacation schedule for employees hired on or after July 1, 2014 shall
25 be as follows:

27	0 through 1st year	1 working day per month
28		during first calendar year of
29		service
30		
31	Commencing the 2nd through	12 working days
32	5th year	
33		
34	Commencing the 6th through	15 working days
35	10th year	
36		
37	Commencing the 11th through	18 working days
38	15th year	
39		
40	Commencing the 16th through	21 working days

1 20th year

2
3 Commencing the 21st year or 25 working days
4 more

5
6
7
8 For purposes of computing years of service for vacation leave, anyone
9 whose date of hire falls between January 1st and September 30th, inclusive, is
10 entitled to count that period as a year of service. Vacation shall be computed on a
11 calendar year basis, i.e., January 1st to December 31st.

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

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

16
17 Vacation schedules will be based upon no more than five (5) Firefighters
18 and Fire Officers simultaneously on vacation, provided that the employee
19 complement permits a two-man buffer on each platoon. If the employee
20 complement does not permit a two-man buffer in a particular platoon, the maximum
21 number of employees simultaneously on vacation shall be reduced to four (4). The
22 City and FMBA will negotiate and reduce to writing the procedures to be utilized
23 in designating vacation periods. Firefighters will be able to select vacations separate
24 from Fire Officers except during first primetime picks during the Summer (May 15
25 through September 15) and between November 15th and Christmas (November
26 15th through December 31). Employees will be allowed to carry over up to 200

1 hours of Vacation.

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

13 14-4. For purposes of the original 24/72 work schedule, holidays shall be
14 charged in ten (10) or fourteen (14) hour periods.

15 14-5. Firefighters assigned to a normal five (5) day week shall receive
16 thirteen (13) holidays per section 11:9 of the Plainfield Municipal Code with no
17 paid days option. Effective January 1, 1985, staff personnel assigned to a normal
18 five (5) day week shall have the option to cash in as paid days five (5) of the thirteen
19 (13) paid holidays pursuant to Article 14-3.

20 **ARTICLE XV**

21 **MISCELLANEOUS**

22 15-1. This Agreement constitutes the City policy for the term of said

1 Agreement, and the City shall carry out the commitments contained herein and give
2 them full force and effect as terms as City Policy.

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

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

18 15-4. It is expressly agreed and understood that the City and the FMBA
19 shall be bound by the present Personnel Ordinances as modified by the terms of
20 this Contract, regardless of whether same is repealed or amended, unless both
21 parties agree to said repeal or amendments.

22 15-5. Copies of this Agreement together with a copy of the City

1 Personnel Code shall be reproduced at the expense of the City within thirty (30)
2 days after the Agreement is signed and shall be available for examination by all
3 Firefighters now employed, hereafter employed or considered for employment by
4 the City.

5 15-6. If there is any conflict between the terms of this Agreement and any
6 Ordinance hereafter enacted, the terms of this Agreement shall prevail. Reference
7 to “any Ordinance” shall mean those Ordinances in effect at the time of the adoption
8 of this Agreement. Amendments to such Ordinances subsequent to the adoption of
9 this Agreement referring to matters contained herein, shall have no effect upon this
10 Agreement without consent of all parties hereto.

11 15-7. When a Firefighter is designated by order of the Fire Director to
12 serve in the capacity of and perform the functions of an Acting Lieutenant for any
13 eight (8) consecutive hours or more during the course of any forty two hour work
14 week, he shall be paid the appropriate rate of pay as Lieutenant for all hours
15 worked as provided in Section 11:7-5(d) of the Municipal Code of the City of
16 Plainfield. The duration of time each member is appointed to an acting officer shall
17 consist of two (2) day tours and two (2) night tours before the next member is
18 appointed.

19 15-8. In the event a vacancy is anticipated for a period in excess of one
20 cycle (12-day tour), the acting appointment shall be made from the existing certified
21 list promulgated by Civil Service of Firefighters eligible for promotion to
22 Lieutenant.

1 15-9. If the vacancy is anticipated for a shorter duration, the acting
2 appointment shall be made from those members in the affected Platoon/Bureau who
3 are on the existing certified list promulgated by Civil Service of Firefighters eligible
4 for promotion to Lieutenant.

5 15-10. Wherever possible, acting appointments shall be rotated every thirty
6 (30) working days. For example, in the event a Lieutenant is out eighty (80)
7 consecutive days, the number one man on the existing certified list of Firefighters
8 eligible for promotion to Lieutenant shall be appointed for a period of thirty (30)
9 working days. He will then be replaced by a second man on the list. The third man
10 on the list who works twenty (20) days, will receive an additional ten (10) working
11 days as an acting Officer at the time the next vacancy exists.

12 15-11. All uniformed employees shall receive the annual reimbursement
13 for the maintenance of their uniforms in the amount of Six Hundred Fifty Dollars
14 (\$650.00). Payment shall be made in December of each year. The City shall provide
15 all necessary uniforms when individually needed due to Fire service activity and
16 not strictly on a time limit schedule.

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

21 15-13. The City agrees that the Fire Director and the Director of the
22 Department of Public Affairs and Safety, prior to promulgating any change in the

1 Departmental Rules and Regulations, shall first meet with the Executive Committee
2 of the FMBA to discuss these changes and shall agree to take the Committee's view
3 into consideration prior to implementing said changes.

4 15-14. Firefighters will not be subject to the provisions of Section 11:9-
5 11(c) of the Plainfield Municipal Code. This section of the Code refers to the
6 accumulation of sick and vacation benefits while out on job-related sick or injury
7 leave.

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

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

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

1 including the identity of the complainant.

2 15-17. Each employee shall be supplied with a written certification from
3 the City during the month of January of each year, which shall state the number of
4 vacation days, holidays taken, sick days, personal days and any other time which is
5 available to the employee.

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

13 15-19. Employees who actually work on a day that City Hall is closed (i.e.
14 all or part of their shift occurs after midnight to 11:59 p.m. of the calendar day of
15 closing) shall receive a compensatory day.

16 15-20. Emergency Leave. Emergency Leave shall be limited to a total of
17 twenty-four (24) hours which may be taken in increments of 24, 16, 8 and/or 6
18 hours.

19 15-21. Exchange of Duty. All exchanges of duty must be approved by the
20 Company Officer or Battalion Chief and must be on a position for position basis.
21 In other words, a driver cannot exchange duty with a non-driver. No exchanges of
22 duty may be made with any firefighter who has under one year of experience.

1 15-22. Early Relief. Upon approval by the Company Officer or Battalion
2 Chief, member for member early relief shall be permitted within one (1) hour of
3 change of shift as long as the member relieving the member working the shift is in
4 the prescribed uniform, personal protective equipment, is place on the apparatus,
5 and the Company Officer is notified prior to relief taking place.

6 15-23. Stand By. Requests for Stand By relief shall be limited to four (4)
7 times per calendar year.

8 **ARTICLE XVI**

9 **UNION DUES AND AGENCY SHOP FEE**

10 **16-1. Union Dues.**

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

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

22 The Association will provide the necessary "checkoff authorization" form,

1 and the Association will secure the signature of its members on the form and deliver
2 the signed forms to the City.

3 **16-2. Agency Shop Fee**

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

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

1 the request of the FMBA under this Article.

2 **ARTICLE XVII**

3 **DRUG POLICY**

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

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.
23

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

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

7 **Section 2.** **Purpose**

8 17:2-1. It is the responsibility of the Plainfield Fire Division to insure that
9 those employees involved in the provision of public safety services to the City of
10 Plainfield are not involved in the use or abuse of controlled dangerous substances,
11 not only for the safety of the general community but for the safety of fellow
12 employees.

13 17:2-2. The purpose of this order is to provide all employees with
14 information on the methods and procedures for the urinalysis/drug screening testing
15 program, as well as establishing a procedure for any affected employee to challenge
16 the results of any urinalysis/drug screening test for illegal substances and drug
17 abuse that proves positive.

18 17:2-3. This order shall serve as notification to all permanently appointed
19 Firefighters employed by the Plainfield Fire Division, that urinalysis/drug
20 screening shall be conducted whenever there is reasonable individualized suspicion
21 to believe that a Firefighter is using illegal drugs under the guidelines as set forth
22 in this order.

1 17:2-4. This order shall serve as notification to all permanently appointed
2 Firefighters employed by the Plainfield Fire Divisions that
3 urinalysis/drug screening may be conducted as part of a bona fide scheduled
4 physical examination.

5 **Section 3. Definitions**

6 17:3-1. The following definitions are provided for terms used in this
7 order.

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

10 B. Applicants - Any person who has entered into the
11 employment process for the position of Firefighter and any person who is in the
12 process of being rehired for the position of Firefighter.

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

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

21 E. GC/MS- Gas chromatography/mass spectrometry; a
22 confirmatory test to confirm the presence of drugs. Shall always be used to confirm

1 an initial positive drug screen.

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

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

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

12

13 i. Review of the medical history furnished by the
14 employee and a report of the items on the medical
15 examination form;

16 ii. Urinalysis;

17 iii. TB screening (Mantoux Test);

18 iv. Snellen eye screening examination;

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

22 A. Working Days - Relates to the individual Fire Personnel's

1 working tour.

2 **Section 4. General Rules**

3 17:4-1. Fire Division employees shall not possess or use any controlled
4 dangerous substance or any illegal drug while on duty or off duty, unless properly
5 prescribed by a licensed physician or dentist.

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

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

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

1 17:4-4. The City shall take action to terminate any Firefighter who is using,
2 distributing and/or found to be in possession of a controlled dangerous substance
3 on or off the job. The action to terminate shall be in accordance with the provisions
4 of Article 17, Drug Policy and Article IV, Disciplinary Procedures of this
5 Agreement.

6 **Section 5. Members Affected**

7 17:5-1. All applicants for the position of Firefighter shall be tested for drug
8 use as part of their pre-employment screening process.

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

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

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

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

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

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

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

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

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

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

15 B. Receipt of confirmation from the testing laboratory of a
16 positive test result indicating the presence of any illegal drug or substance, any
17 narcotic drug or substance or unexplained prescription drug or substance, may be
18 the basis for the immediate 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 substance, or
21 unexplained prescription drug or substance, shall be subjected to disciplinary action
22 resulting in possible termination from the Division.

1 **Section 6. Laboratory Procedures**

2 17:6-1. The agency contracted by the City of Plainfield, Fire Division to
3 conduct urinalysis/drug screening will provide the Fire Division with proof that the
4 method used to perform the analysis for the presence of drugs will be:

- 5 A. Initial screening by Abuscreen RIA method.
- 6 B. Verification of all initial screening positive tests.
- 7 C. Confirmation analysis by GC/MS.

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

11		RBL Screening Cut Off	GC/MS
12	Drug/Drug	(ng/ml)	Confirmation
13	<u>Metabolite</u>	<u>Abuscreen/EMIT</u>	<u>Cut-off (ng/ml)</u>
14			
15	Delta-THC-9		
16	Carboxylic Acid		
17	(Marijuana)	50/50	10
18			
19	Benzoyllecgonine		
20	(Cocaine)	300/300	200
21			
22	Morphine		
23	(Opiates)	300/300	100
24			
25	Amphetamine	1,000/300	500
26			
27	Barbiturates	200/300	200
28			
29	Benzodiazepines	300/300	300
30			
31	Phencyclidine (PCP)	25/75	20
32			

1 Methaqualone 750/300 750

2
3 17:6-2. The schedule of drugs shall not be considered inclusive. It may be
4 expanded to include other controlled dangerous substances or illegal drugs if in the
5 opinion of the Fire Director or the Director of Public Affairs and Safety it is
6 necessary to do so. If the schedule of drugs is expanded by the addition of any other
7 illegal or controlled dangerous substance, then the schedule will also define the
8 established level that will be considered a positive reading for the additional
9 substance. Expansion of the schedule shall be subject to mutual agreement between
10 the City and the FMBA.

11 **Section 7. Specimen Acquisition Procedures**

12 17:7-1. The Staff Services Bureau is the unit of the Fire Division which
13 shall arrange for obtaining a urine sample for the purposes of urinalysis/ drug
14 screening.

15 17:7-2. The following are guidelines for collecting specimens:

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

19 B. The official monitor shall be responsible for ensuring that all
20 required forms for the specimen acquisition have been accurately and thoroughly
21 completed.

22 C. Prior to submission of the urine sample, the official monitor
23 and the Firefighter shall inspect the specimen bottle to insure that the specimen

1 bottle has not been tampered with. If there is doubt in this regard, the specimen
2 bottle shall be replaced by the official monitor.

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

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

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

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

16 H. After collection, the Firefighter shall make sure the lid is
17 tight.

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

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

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

4 L. The sealed specimen bottle and the original of the request
5 form will now be placed in the chain of custody bag and the bag 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 contributing
17 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 testing
20 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 test
2 or individually.

3 17:7-7. In the case of permanently appointed Firefighters, at the time that a
4 urine sample is provided the employee may request that a second sample be taken
5 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 contractor
11 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 Director via certified copy of
15 the final results in an appropriate manner or envelope marked confidential. The
16 final results will be reviewed by the Director of Public Affairs and Safety and the
17 Fire Director. Each employee, upon whom a final result has been rendered, shall be
18 notified of such result by the Director, or his designee.

19 17:8-2. Final laboratory results indicating a positive or negative result of the
20 urinalysis/drug screening may be reviewed and/or a copy obtained by the employee
21 who contributed that specific sample, if the employee submits a request in writing

1 through the chain of command within five (5) working days of notification or
2 receipt of the final results by the Fire Director.

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,
9 in person by the Fire Director or, in his absence, the on-duty Deputy Director, an
10 as soon as possible thereafter, in writing, advising the employee of the results of
11 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 drugs were found
14 in his system. Medical proof shall be in a form designated by the Fire Director, and
15 shall be presented in his office by the time specified by the Director.

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

18 **Section 9. Employee Challenge**

19 17:9-1. An employee who provided a secondary urine sample may
20 challenge the results of any positive test result by making written application to the
21 Director of Public Affairs and Safety, through the chain of command, within ten
22 (10) working days after being notified of the positive test results. An employee who

1 challenges the results shall:

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

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

10 C. The employee shall ensure that the testing firm provides a
11 certified copy of the test results directly to the Director of Public Affairs and Safety
12 and/or the Fire Director.

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

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

22

1 **Section 10. Continuation of Health Benefits.**

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

6 **ARTICLE XVIII**

7 **DURATION OF AGREEMENT**

8 18-1. This Agreement shall be effective January 1, 2022 and shall
9 continue in effect through December 31, 2025, subject to negotiation of a successor
10 Agreement as provided in Article II.

11 18-2. Subject to good faith negotiations by both parties, this Agreement
12 shall be extended until a new Agreement has been negotiated.

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

17 **ARTICLE XIX**

18 **FULLY BARGAINED AGREEMENT**


19 19-1 This Agreement represents and incorporates the complete and final
20 understanding and settlement by the parties of all bargainable issues which were or
21 could have been subject of negotiation. During the term of this Agreement, neither
22 party will be required to negotiate with respect to any such matter, whether or not

1 covered by this Agreement, and whether or not within the knowledge or
2 contemplation of either or both at the time they negotiated or signed this
3 Agreement.

4 19-2. If, during the term of this Agreement, the State of New Jersey, the
5 Federal Government or any agency thereof mandates minimum benefits in any area,
6 the parties agree to reopen negotiations to bargain over the effect and impact of
7 such mandated benefits on the parties' Agreement.

8 ATTEST:

**FIREMEN MUTUAL BENEVOLENT
ASSOCIATION**

9
10
11
12 
13 ~~Secretary~~
14 *Vice President*


President

15 4/27/2023
16 Date

11/21/2023
Date

17
18 ATTEST:

CITY OF PLAINFIELD

19
20 
21 City Clerk


Mayor

22
23 _____
Date

10/19/2023
Date

1
2
3
4

ATTACHMENT A
SALARY GUIDE

Cadet + 10 Steps		3.25%	3.0%	2.25%	2.0%
Hired after 4/18/2012		2022	2023	2024	2025
Step	Salary	Salary	Salary	Salary	Salary

Cadet

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

Cadet + 10 Steps					
Hired after 7/1/2014		2018	2019	2020	2021
Step	Salary	Salary	Salary	Salary	Salary

Cadet

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

FMBA	FMBA Salary Guide				
Step	2022	2023	2024	2025	
	3.25%	3%	2.25%	2%	
1	64,667	66,607	68,106	69,468	
2	70,603	72,721	74,357	75,844	
3	76,541	78,837	80,611	82,223	
4	82,478	84,952	86,863	88,600	
5	88,413	91,065	93,114	94,976	
6	94,350	97,181	99,368	101,355	
7	100,284	103,293	105,617	107,729	
Hire on/or after 1/1/98					
Step	2022	2023	2024	2025	
Cola	3.25%	3%	2.25%	2%	
Cadet	51,964	53,523	54,727	55,822	
1	57,214	58,930	60,256	61,461	
2	62,465	64,339	65,787	67,103	
3	76,541	78,837	80,611	82,223	
4	82,478	84,952	86,863	88,600	
5	88,413	91,065	93,114	94,976	
6	94,350	97,181	99,368	101,355	
7	100,284	103,293	105,617	107,729	
Hire on/after 4/18/2012					
Step	2022	2023	2024	2025	
Cola	3.25%	3%	2.25%	2%	
Cadet	38,067	39,209	40,091	40,893	
1	44,290	45,619	46,645	47,578	
2	50,511	52,026	53,197	54,261	
3	56,732	58,434	59,749	60,944	
4	62,955	64,844	66,303	67,629	
5	69,175	71,250	72,853	74,310	
6	75,396	77,658	79,405	80,993	
7	81,619	84,068	85,960	87,679	
8	87,840	90,475	92,511	94,361	
9	94,061	96,883	99,063	101,044	
10	100,284	103,293	105,617	107,729	
Firefighters hired after 7/1/2014					
	2022	2023	¹ 2024	2025	

FMS Salary Guide	2022	2023	2024	2025
	3.25%	3%	2.25%	2%
Cadet	35,069	36,121	36,934	37,673
1	40,503	41,718	42,657	43,510
2	45,938	47,316	48,381	49,349
3	51,372	52,913	54,104	55,186
4	56,807	58,511	59,827	61,024
5	62,241	64,108	65,550	66,861
6	67,676	69,706	71,274	72,699
7	73,110	75,303	76,997	78,537
8	78,545	80,901	82,721	84,375
9	83,979	86,498	88,444	90,213
10	89,415	92,097	94,169	96,052
11	94,849	97,694	99,892	101,890
12	100,284	103,293	105,617	107,729

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1 **ATTACHMENT B**

2 **GENERAL ORDER 1:14**

3 **Section 10. ROUTINE. SUNDAYS AND HOLIDAYS**

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

7 **HOLIDAYS ROUTINE**

8 (a) Holiday routine shall prevail on:

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

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

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

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

3 **10.1 SUNDAY ROUTINE**

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

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

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

1 covered by this Agreement, and whether or not within the knowledge or
2 contemplation of either or both at the time they negotiated or signed this
3 Agreement.


4 19-2. If, during the term of this Agreement, the State of New Jersey, the
5 Federal Government or any agency thereof mandates minimum benefits in any area,
6 the parties agree to reopen negotiations to bargain over the effect and impact of
7 such mandated benefits on the parties' Agreement.

8 **ATTEST:**

**FIREMEN MUTUAL BENEVOLENT
ASSOCIATION**

9
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13 ~~Secretary~~

Vice President

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16 President

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Date

11/27/2023

Date

11/21/2023

ATTEST:

CITY OF PLAINFIELD

18
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City Clerk

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19
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23
Mayor

Date

10/19/2023

Date

