

Table of Contents

ARTICLE 1 – PURPOSE.....	1
ARTICLE 2 – PUBLIC EMPLOYEES.....	1
ARTICLE 3 – RECOGNITION.....	1
ARTICLE 4 – GENERAL PROVISIONS	1
ARTICLE 5 – DURATION OF AGREEMENT.....	3
ARTICLE 6 – NON-DISCRIMINATION	3
ARTICLE 7 – MANAGEMENT RIGHTS AND RESPONSIBILITIES	3
ARTICLE 8 – EMPLOYEE RIGHTS AND RESPONSIBILITIES	5
ARTICLE 9 – HOSPITAL AND MEDICAL BENEFITS / INSURANCE.....	5
ARTICLE 10 – RULES AND REGULATIONS	6
ARTICLE 11 – GRIEVANCE	7
ARTICLE 12 – MAINTENANCE OF OPERATION	9
ARTICLE 13 – PERSONNEL FILE.....	9
ARTICLE 14 – PENSION	10
ARTICLE 15 – UNION ACTIVITIES	10
ARTICLE 16 – DUES DEDUCTION AND AGENCY SHOP.....	11
ARTICLE 17 – JOB TITLES/CLASSIFICATIONS	12
ARTICLE 18 – HOURS OF DUTY.....	12
ARTICLE 19 – LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE ACT	13
ARTICLE 20 – YEARLY PHYSICALS	13
ARTICLE 21 – SENIORITY	14
ARTICLE 22 – PROBATIONARY STATUS / PERIOD	14
ARTICLE 23 – INJURED ON THE JOB	14
ARTICLE 24 – UNIFORMS.....	15
ARTICLE 25 – UNIFORM ALLOWANCE.....	17

ARTICLE 26 – HOLIDAYS	17
ARTICLE 27 – BEREAVEMENT LEAVE	17
ARTICLE 28 – OVERTIME / COMPENSATORY TIME	18
ARTICLE 29 – WAGES / SALARIES.....	19
ARTICLE 30 – LONGEVITY - DELETED	19
ARTICLE 31 – MUTUAL EXCHANGE OF TIME (MXT).....	20
ARTICLE 32 – MATERNITY LEAVE.....	20
ARTICLE 33 – LIGHT DUTY	20
ARTICLE 34 – MILITARY LEAVE.....	20
ARTICLE 35 – STIPENDS - DELETED	21
ARTICLE 36 – ACTING OUT OF TITLE.....	21
ARTICLE 37 – VACATION TIME.....	21
ARTICLE 38 – PERSONAL DAYS.....	22
ARTICLE 39 – SICK TIME	23
ARTICLE 40 – SICK TIME INCENTIVE	23
ARTICLES 41 – SICK TIME BUY BACK.....	24
ARTICLE 42 – PHYSICAL FITNESS	24
ARTICLE 43 – EDUCATION AND TRAINING	24
ARTICLE 44 – EMT RECERTIFICATION.....	25
ARTICLE 45 – MILEAGE ALLOWANCE / TRAVEL EXPENSES.....	26
ARTICLE 46 – COURT APPEARANCE.....	26
ARTICLE 47 – JURY DUTY	26
ARTICLE 48 – MISCELLANEOUS DEATH OF AN EMPLOYEE	26
ARTICLE 49 – SEVERABILITY AND SAVINGS CLAUSE	26
ARTICLE 50 – DRUG AND ALCOHOL POLICY	27
ARTICLE 51 – LAYOFF AND RECALL PLAN	27
ARTICLE 52 – MAINTENANCE OF BENEFITS	28
ARTICLE 53 – PRINTING AND SUPPLYING	28

Job Descriptions

Appendix 1

Career Captain

ARTICLE 1 – PURPOSE

- 1.1 It is the purpose of this Agreement to define the terms and conditions of employment for the members of the Plumsted Fire District Captains.

ARTICLE 2 – PUBLIC EMPLOYEES

- 2.1 The individual members of the Plumsted Fire District are to regard themselves as public employees and as such, are to be governed by the highest ideals of honor and integrity.
- 2.2 The public and personal conduct of each individual member of the Local is to be such that they meet the respect and confidence of the general public.

ARTICLE 3 – RECOGNITION

- 3.1 The District affirms to recognize the Local, as the sole and exclusive representation for all full-time uniform fire officers. The following parties are excluded from this bargaining agreement:
 - a. Non-firefighting employees
 - b. Per-diem employees
 - c. Firefighter/EMTs
- 3.2 The parties hereto agree that the Local has the right to negotiate issues concerning salaries, hours of work, type of shift and other terms and conditions of employment, including fringe benefits, healthcare benefits, working conditions and grievances for the personnel covered by this agreement.
- 3.3 The District shall advise the Local in writing when it creates a new position or title in the District's Fire Department. The parties may agree to add a newly created title to the bargaining unit covered by this agreement or, if the parties fail to reach an agreement on the newly created position or title, the matter shall be submitted to the Public Employee Relation Commission ("PERC") for resolution.

ARTICLE 4 – GENERAL PROVISIONS

- 4.1 The District agrees to make available to the Local any and all public documents in the same manner in which the public documents are made available to the general public.

- 4.2 The District agrees to permit the Local to continue using the Fire Station for storage of Local filing cabinets and related items. The District also agrees to allow the Local to hold its monthly meetings and/or special meetings within the Fire Station.
- 4.3 The District agrees to permit the Local the use of one (1) bulletin board within the Fire Station for posting of notices concerning Local business activities. Such notice shall not contain obscene, defamatory or offensive language.
- 4.4 The District shall permit the Local reasonable use of the office equipment, including but not limited to, the copy machine, fax machine, computers and any other clerical items during such time that they are not being used for District business.
- 4.5 Neither the District nor the Local shall discriminate against any member because of race, creed, color, age, sex, national origin or membership or non-membership in FMBA activity or non-activity.
- 4.6 Nothing shall abridge the right of any duly authorized representative of the Local to present the views of the Local to citizens of the District on issues which affect the welfare of the Local, as long as it is performed while off duty and not in District supplied uniforms.
- 4.7 The Local shall be allowed to solicit and advertise for any function they may hold in accordance with existing State Union office rules, regulations and statues. The Local will notify the District when they engage in these activities so that the District is aware of any ongoing solicitation and/or advertisement in the area.
- 4.8 Official delegates of the Local, pursuant to State Law, shall be granted administrative leave without loss of pay, in accordance with statutory regulations, to attend conferences and meetings within the NJFMBA. The District shall incur no overtime.
- 4.9 Copies of disciplinary charges or other notices relating to disciplinary action against an employee shall be furnished to the President or Vice-President of the Local within seventy-two (72) hours of the presentation of the charges.
- 4.10 Whenever an employee is to be questioned by a supervisor and that employee reasonably believes that disciplinary action may occur as a result, he/she shall have the right to request a representative of the Local to be present at all stages of questioning. If an employee requests and is denied representation at any stage of questioning, any statements made by the employee or "fruits" derived from the statements cannot be used against said employee to support any disciplinary action.

- 4.11 The Board of Fire Commissioners will provide its members with a copy of this Agreement.

ARTICLE 5 – DURATION OF AGREEMENT

- 5.1 The District and the Local agree that the duration of this agreement shall be for a period of Four (4) years commencing January 1, 2020. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2023) as set forth herein until the parties have mutually agreed upon a new Agreement.

ARTICLE 6 – NON-DISCRIMINATION

- 6.1 The District and the Local agree that all provisions of this Agreement shall be applied equally to all employees in compliance with applicable laws against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to “employees” shall mean those individuals included within the bargaining unit.

ARTICLE 7 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

- 7.1 The District hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now and hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following:
- a. The executive, management, legislative and administrative control of the Fire District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the District.
 - b. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 - c. The right of management to make, maintain and amend any and all reasonable rules and regulations that the District may, from time to time, deem best for the purpose of maintaining order, safety and/or the effective operation of the

District, and the Department or function thereof, after reasonable advanced notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the District agrees to provide the Local with a copy of any proposed rules and regulations 30 days before the implementation of the rules and regulations and to allow the Local to submit comments on the rules and regulations within the 30-day period. Notwithstanding the above, pursuant to NJSA 34:13A-5.3, proposed new rule or modifications of existing rules of governing working conditions shall be negotiated with the majority representative before they are established.

- d. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.
- e. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided by law.
- f. To lay off employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Fire Commissioners as provided by law.
- g. The District reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the District and the Department or function thereof.
- h. In the exercise of foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and Laws and Administrative Codes of the State of New Jersey and the United States.
- i. Employees that their shifts are being changed will receive 30 days' notice prior to their shift being changed. The only exception would be under extenuating circumstances where the employee is in agreement in changing their shift less than 30 days.

ARTICLE 8 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 8.1 An employee shall be entitled to Local representation at each and every step of a disciplinary hearing.
- 8.2 An employee who is charged in a disciplinary proceeding, the Local, shall be entitled to receive copies of any records or documents which the District intends to use in the disciplinary proceeding against the employee. The employee and/or the Local shall also provide the Employer with copies of any records or documents intended to be used by or on behalf of the employee in the disciplinary hearing. The exchange of the records or documents shall take place sufficiently in advance of the disciplinary hearing to allow both sides the opportunity for review and further preparation, if necessary.
- 8.3 No employee shall be required by the Employer and/or its agents to attend any meeting which the employee reasonably believes may result in disciplinary action unless the employee is afforded the opportunity for Local representation, if requested.
- 8.4 No recording devices or stenographer of any kind shall be used during any meeting unless both the Local and Employer agree to their use, prior to such meeting, in writing. Any use of recording devices to record a conversation, meeting or the interaction with another District employee or official without the consent of all persons may constitute good cause for immediate termination of employment of the party or parties involved in the recording.
- 8.5 An employee shall have the right to review his/her personnel file upon reasonable request and to receive copies of any material in his/her file. Nothing shall be placed in an employee's personnel file without the employee's knowledge. If any negative material is to be placed in an employee's personnel file, the employee shall be afforded the opportunity to submit a written rebuttal for placement in his/her file as well.
- 8.6 Employees' residency shall be governed by state law.

ARTICLE 9 – HOSPITAL AND MEDICAL BENEFITS / INSURANCE

9.1 –Health Insurance

- A. The District shall provide to all Employees and their families hospitalization and sickness insurance under the NJ Direct 10 Health Insurance Plan, or

equivalent plan. Employees will contribute to the health plan according to State law.

B. The District shall provide each Employee and spouse with hospitalization and sickness insurance under the New Jersey state health benefits plan upon retirement from one of the two state recognized pension systems with 25 years of service (PFRS & PERS).

9.2 Worker's Compensation Insurance:

a. The District shall maintain Worker's Compensation Insurance for employees pursuant to N.J.S.A. 34-1 et seq.

9.3 Dental and Optical Allowance

- A. The District shall provide each employee and the employees immediate family defined as spouse and children with a dental and optical allowance. The amount of the Dental and Optical Allowance is as follows: for an individual the maximum allowance is \$2,000.00; for an employee with a spouse \$2,500.00; Employees with Children will be allotted \$500.00 additionally per child. This shall continue into retirement from one of the two state recognized pension systems with 25 years of service (PFRS & PERS).
- B. In the event Employee chooses to obtain a policy on their own, Employee will be reimbursed the maximum allowance as defined above to cover the cost of said policy.

9.4 Inoculations:

- a. Employees shall receive any and all required inoculations at the cost of the District.
- b. If any inoculations are offered to the public or Public Safety Officials from Ocean County Health Department, or other agencies, etc., employees shall be permitted a reasonable time off to receive these inoculations as long as adequate staffing can be provided and the consent of the Fire District is secured.

ARTICLE 10 – RULES AND REGULATIONS

10.1 This Agreement is not to conflict with the rules and regulations governing the operation of the Fire Department or work rules established by the District.

ARTICLE 11 – GRIEVANCE

- 11.1 A grievance is defined as any dispute, controversy or issue involving the interpretation, application or violation (alleged or otherwise) of any provisions of this Agreement. A grievance may be filed by any individual or the Local which had been or is being or may be affected by any issue or controversy or dispute or application as indicated in the definition of grievance.
- 11.2 Where disciplinary proceedings have been instituted, the grievance procedure shall not be available to challenge same. Any issues finally determined or resolved during or in the course of a disciplinary proceeding shall be considered a final disposition as to those issues and shall bar any subsequent grievances. The employee and/or the Local shall have the ability to appeal any disciplinary action to the Public Employment Relation Commission.
- 11.3 Grievances, disputes or controversies which may arise shall be resolved in the following manner:
- a. It shall be specific;
 - b. It shall contain a synopsis of the facts giving rise to the dispute, controversy or issue;
 - c. It shall specify the section of the Agreement and/or the rule or regulation and/or Statute that has allegedly been violated, misapplied or as to which the dispute arises;
 - d. It shall state the relief requested;
 - e. It shall contain the date of the alleged dispute, controversy or issue; and
 - f. It shall be signed by the grievant.
- 11.4 Times as indicated exclude Saturday, Sunday and legal holidays, except where calendar days are indicated.
- 11.5 Step Procedure:
- a. Step One: Within twenty (20) calendar days after its occurrence, or within twenty (20) calendar days after he/she know or should have known of its existence, the aggrieved Employee's grievance shall be discussed verbally with the Commissioner in charge and if resolved, no further action shall be taken. If not resolved on an informal discussion basis within five (5) working days, the

grievance shall be reduced to writing within seven (7) calendar days, signed by the aggrieved and submitted to the Personnel supervisor.

In no event shall a grievance be initiated more than twenty (20) calendar days after its occurrence or more than twenty (20) after the grievant first knew or should have known of its existence. The Personnel supervisor shall investigate the grievance and provide a written answer to the grievant within seven (7) calendar days of the date of submission. The time limited in preparing a written grievance or written response may be waived by mutual agreement.

- b. Step Two: In the event the grievance is not resolved at Step One, or if no written response is received by the grievant, then the grievance shall be submitted in writing, by the grievant, to the Board of Fire Commissioners. The Commissioners shall submit their written answer, to the grievant, within fourteen (14) calendar days. This time limit may be waived by mutual agreement.
- c. Step Three: In the event the grievance shall not have been resolved at Step Two, then the grievance may seek relief at arbitration as herein specified. In all respects the initiation of the binding arbitration process shall begin within forty-five (45) days after receipt of the written resolution from the Commissioners.

11.6 Arbitration:

- a. Arbitration request shall be directed to the Public Employment Relation Commission subject to the rules then existing of such agency. The aggrieved party shall copy the other party on its request.

The request shall specify the particulars of the grievance and the Contract provision(s) allegedly violated.

- b. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.
- c. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the dispute. The decision of the arbitrator will be served, in writing, upon the employee or the employees aggrieved the Commissioners and the Local. It shall be the obligation of the arbitrator, to the Commissioners and then to the Local, to make his best effort to rule on the case heard by him within twenty-one (21) calendar days after the hearing.
- d. The decision of the arbitrator is the final and binding upon both parties and the grievance shall be considered permanently resolved.

- e. The compensation and expenses, if any, of said Arbitrator shall be borne equally by the District and the Local.

ARTICLE 12 – MAINTENANCE OF OPERATION

- 12.1 It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- 12.2 Neither the Local nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or the stoppage of work, in whole or in part, from full, faithful and proper performance of the employees' duties of employment) work stoppage, slowdown, sick-out, walkout or other illegal job action against the District.
- 12.3 The Local agrees it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other aforementioned, or support any such action by any other employee or group of employees of the District.
- 12.4 Nothing in this Agreement shall be construed to limit or restrict the District in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such a breach by the Union or its members
- 12.5 The Employer and its representatives shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Local.

ARTICLE 13 – PERSONNEL FILE

- 13.1 A personnel file shall be established and maintained for each employee covered by this Agreement; personnel files are confidential records and shall be maintained in the office of the Fire Chief and may be used for evaluation purposes by the District. Any person, for any other reason whatsoever, will not maintain any other file, document or dossier of personal records, official or otherwise with the exception of training files.
- 13.2 No detrimental document or report shall be placed in the Employee's personnel file or otherwise acted upon without prior conference with the Employee. The

Employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the content thereof. The Employee shall also have the right to submit a written rebuttal if so desires and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complaint shall be excised. However, if the disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

- 13.3 Upon advance notice at reasonable times, any Employee of the Fire District may review his personnel file. However, this appointment for review must be made through the Fire Chief at times mutually convenient.
- 13.4 All personnel files will be carefully maintained and safeguarded permanently.

ARTICLE 14 – PENSION

- 14.1 The District will provide all eligible career personnel with pension and retirement benefits and contributions to all employees covered under this Agreement under the Police and Fire Retirement System pursuant to provisions of the Statutes and Laws of the State of New Jersey.
- 14.2 If an employee is not eligible under the Police and Fire Retirement System pursuant to provisions of the Statutes and Laws of the State of New Jersey, the District will provide that employee with pension and retirement benefits and contributions under this Agreement under the Public Employees Retirement System.
- 14.3 Pension and retirement deductions shall be made from each employee's payroll in equal amounts over the course of the year and any unequal amounts which are deducted shall have a letter of explanation provided.

ARTICLE 15 – UNION ACTIVITIES

- 15.1 Supervisor staff may join the Union voluntarily as governed by State and Federal Law.
- 15.2 The President and the negotiating committee, consisting of three members, shall be given off for collective bargaining meetings with the District's negotiating committee, inclusive of interest arbitration.

- 15.3 The negotiation committee shall consist of three (3) and the Union President of the Local and any executive officers or members of the State Office of the FMBA
- 15.4 Union meetings shall be rescheduled if they conflict with Fire District emergencies, or training programs.
- 15.5 The Local President and/or Delegate of the FMBA shall be given time off with pay to attend regular monthly meetings, annual conventions and/or special meetings which may be called by the New Jersey State FMBA. The Union Representative must notify the District designee thirty (30) days in advance of the scheduled meeting to facilitate proper staffing. The District designee may require proof of attendance from the Representative.
- 15.6 If any two (2) Union Officials are assigned to the same shift, one (1) member/official may be permitted to leave to attend any meetings, conventions and/or special events, unless prior approval has been granted by the District allowing both members/officials to attend the event.

ARTICLE 16 – DUES DEDUCTION AND AGENCY SHOP

- 16.1 Upon receiving the written voluntary authorization and assignment on an employee covered by this Agreement, in a form agreed upon by both parties and consistent with applicable law(s), the District agrees to deduct membership dues and any initiation fees in such amounts as shall be fixed pursuant to the By-laws and Constitution of the FMBA during the full term of this Agreement and any extension or renewal thereof. The District shall promptly remit the bi-weekly and any other amounts so deducted to the FMBA or its assigned checking account with a written list of deductions being withdrawn from each member.
- 16.2 If during the life of this Agreement, there shall be any change in the rate of the membership dues, the Local shall furnish to the District a written notice thirty (30) days prior to the effective date of such change.
- 16.3 The District shall notify the Treasurer of the hiring of any new employee(s), and shall provide the following information for each employee:
- a. Name;
 - b. Home Address;
 - c. Date of Birth;

ARTICLE 19 – LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE ACT

- 19.1 The District, upon written request of an employee and after reasonable written notice, may grant a six (6) month leave of absence without pay to said employee. Said leave may only be granted by the District when the District receives a written request signed by the employee and endorsed by his/her immediate supervisor. The District may extend such leave for an additional six (6) months. If, however, said employee overstays such leave of absence without approval from the District, his/her employment with the District shall be terminated. Seniority of the employee shall continue to accumulate during such leave.
- 19.2 Employees may be granted extended leaves of absence without pay according to NJ State Health Plan and the US Department of Labor's Family and Medical Leave Act.

ARTICLE 20 – YEARLY PHYSICALS

- 20.1 All employees of the District shall have a complete physical once a year by a physician designated by the District. A basic form will be sent to the District stating whether the employee is physically fit or not. A copy of the medical physical shall be sent to the employee and will remain confidential to the employer. If employee is deemed not physically fit for work relative to a permanent disability, he shall be terminated by the Fire District. If employee is deemed not physically fit for work relative to a non-permanent disability, he shall be granted a three-month period of time to resolve the disability and be re-evaluated by the District's physician. At the discretion of the District, an additional three-month period may be granted. If the disability has not been resolved during that timeframe, the employee shall be terminated by the Fire District. Any dispute at the end of the three- or six-month period will be settled by an independent physician.
- 20.2 The annual physical shall be conducted in accordance with NFPA. Each employee may go to the Captain Buscio Program physical once during this contract. Employee will be granted a day off to attend this physical.

ARTICLE 21 – SENIORITY

- 21.1 The District shall supply a seniority list, as certified by the District and Local. Seniority shall be determined by continuous service with the Plumsted Township Fire District #1 calculated from the date of employment. Continuous service shall only be broken by resignation, discharge or retirement.

ARTICLE 22 – PROBATIONARY STATUS / PERIOD

- 22.1 All employees shall be on probationary status for the first three (3) months of their Promotion. At the discretion of the District, probationary status may be extended for an additional Three (3) months if the employee is rated below Satisfactory, as per 22.4.
- a. Probationary Status shall be defined as a trial period used to determine an employee's character, skills and abilities in the job of a Captain or such other employment position hereunder.
- 22.2 A probationary employee may be Demoted for any violation of this contract or District policy.
- 22.3 Employees on probation shall receive performance reviews at least every three (3) months.
- 22.4 Employee reviews will rate an employee either as Excellent, Satisfactory, Poor or Unacceptable. The basis of this rating shall include the employee's job performance, work ethic, knowledge, skill and ability. Reviews shall be conducted by the employee's supervisor the Fire Chief.
- 22.5 Employees receiving a rating of Unacceptable shall be Demoted.
- 22.6 Employees receiving a rating of Poor for two (2) consecutive reviews shall be released from service immediately and without recourse.
- 22.7 Employees receiving a rating of Satisfactory or Excellent at their three (3) month review shall automatically be removed from probation status.

ARTICLE 23 – INJURED ON THE JOB

- 23.1 Whenever an employee is incapacitated from duty because of an injury or alignment sustained in the performance of his duty or while attending required training or approved job related training he/she shall be entitled to Injury Leave for a maximum aggregated period of one (1) year at full pay at the rate of pay in existence at time of his injury, illness or disability; or until such time as he has been accepted for retirement by the PFRS not to exceed one (1) year. Any

payments of temporary disability insurance by the State or District's Workers Compensation Insurance Carrier shall be credited toward the full pay set forth above.

- 23.2 The District may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the District to examine the employee.
- 23.3 All Injury Leaves shall terminate when the physician appointed by the District gives a full medical report as to the employee's physical condition and his fitness for duty.
- 23.4 An employee will be removed from Injury Leave and charged with Sick Leave:
 - a. If the employee fails to report for a scheduled physician's appointment without good cause and without first attempted to reschedule the appointment.
 - b. If in the opinion of the physician the employee is able to return to light duty, if available, and fails to do so.
- 23.5 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the District or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation established such further period of disability and such findings by the Division of Worker's Compensation or the final decision of the last reviewing court shall be binding upon the parties.
- 23.6 During such leave the District will maintain regular payments into medical and pension. Seniority, Vacation benefit and pension credits shall be given for the time spent on such leave.

ARTICLE 24 – UNIFORMS

- 24.1 The District will supply each employee assigned to the Fire District with the following uniforms upon initial hiring:
 - a. (4) Long Sleeve Nomex Shirts
 - b. (4) Short Sleeve Nomex Shirts
 - c. (4) Nomex Pants
 - d. (1) Uniform Badge
 - e. (4) Short Sleeve District T-shirts
 - f. (4) Long Sleeve District T-shirts
 - g. (2) Job Shirts
 - h. (1) Winter Jacket
 - i. (2) Long Sleeve Polo Shirts

- j. (2) Short Sleeve Polo Shirts
 - k. (1) Black Uniform Belt (Last Chance Style)
 - l. (1) Winter Knit hat
 - m. (3) Baseball hat
 - n. (1) pair approved Station Boot
- 24.2 All employees clothing assigned to the Fire District will be of fire-resistant fabric or 100% cotton.
- 24.3 If at any time the District makes a uniform change, the cost of requiring each employee to change uniforms shall be the responsibility of the District.
- 24.4 When an employee is promoted, the District shall pay for all required changes to a member's Class A and Station Uniform(s).
- 24.5 The District will provide a complete Class A dress uniform as per the current specifications to each employee after completion of the probationary period, but replacement items must be obtained at the Employee's expense.
- 24.6 Any member wishing to purchase a Class A dress uniform prior to the completion of the probationary period may do so, and he will be reimbursed upon completion of his probationary period.
- 24.7 The District will supply each employee with the following personal protective equipment upon initial hiring:
- a. (1) Approved set of Structural Firefighting Gear
 - b. (1) Approved set of Wildland Firefighter Gear
 - c. (1) Pair of Structural Approved Fire Boots
 - d. (1) Approved Structural Firefighting Helmet
 - e. (1) Pair of Structural Firefighting Gloves
 - f. (1) Pair of Extrication Type Gloves
 - g. (1) Gemtor Rescue Belt
 - h. (1) Leather Radio Strap & Case
- 24.8 The District shall be responsible for the cost of all uniforms and personal protective equipment damaged or contaminated in-the-line-of-duty unless due to negligence of the employee. Components of the personal protective equipment that are damaged or worn-out during the course of employment shall be repaired or replaced on an item-for-item basis.
- 24.9 Each employee, upon termination of employment for any reason, shall return all District issued clothing, equipment and supplies to the District. The replacement cost of any such clothing, equipment and supplies not returned shall be deducted from the employee's final pay. Upon retirement, the employee may keep his/her

fire helmet, Class A uniform, station uniforms and station shoes. If the employee leaves within the first two years of employment, the Employee will have to reimburse the District the equivalent of one year's uniform allowance.

ARTICLE 25 – UNIFORM ALLOWANCE

- 25.1 At the beginning of each year each employee shall be allotted annually a \$1000.00 uniform component purchase, maintenance & replacement allowance. Employees shall present payment to the District for reimbursement.
- 25.2 Any monies remaining from each employee's Uniform Allowance as of December 31st of that calendar year shall be returned to the District. The monies can be utilized to purchase work related equipment/clothing if approved by Commissioners and/or Chief. The Fire Chief shall keep record of employee's allowance spent.

ARTICLE 26 – HOLIDAYS

- 26.1 The District will recognize the following holidays; New Year's Day, President's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 26.2 When a holiday falls on a weekend or on the employee's scheduled day off the employee(s) shall receive an additional floating day off, which must be used within a thirty (30) daytime frame after said holiday.
- 26.3 Employees assigned to work a holiday due to their shift rotation, will have the option to receive overtime pay for that day (Double time & 1/2) or a floating day off which must be used within a thirty (30) day time frame after said holiday.

ARTICLE 27 – BEREAVEMENT LEAVE

- 27.1 In the event of a death within the employee's immediate family, the employee shall be granted time off without loss of pay for a maximum of Three (3) days effective the day of death for the purpose of attending the funeral and arranging for personal affairs. The term "Immediate Family" shall include the employee's spouse, children, step-children, parents, parent-in-laws, brothers, sisters, grandparents, or any other relative who resides in the employee's household on a full-time basis. Due consideration will be given by the District to special circumstances.

- 27.2 In the event of a death within the employee's "Extended Family", the employee shall be granted time off for a maximum of one (1) day without loss of pay in order to attend the funeral. The term "Extended Family" shall include the employee's, niece, nephews, aunts, uncles and cousins. Due consideration will be given by the District to special circumstances.
- 27.3 In the event a death outlined above occurs while the employee is off on vacation, personal or other paid leave, the employee shall have the option to rescind vacation, personal, or other paid leave and be placed on bereavement leave.
- 27.4 Bereavement Leave may be extended for sufficient cause at the District's sole discretion.
- 27.5 Bereavement Leave for any other family situation not specifically covered under the terms of this article may be granted at the District's sole discretion upon application by an employee giving sufficient cause for such leave to be granted.

ARTICLE 28 – OVERTIME / COMPENSATORY TIME

- 28.1 Employees shall be compensated for overtime at time and one-half (1 ½) of the employee's pay rate based on 2184 hours normal work schedule for any duties performed above normal work hours or days.
- 28.2 Any employee who is ordered in and recalled to work overtime for any reason by the Fire Chief or his designee for any emergency, shall receive a minimum of three (3) hours of overtime pay, computed at time and one-half (1 ½) of the employee's pay rate. Any employee not so ordered or recalled will not be subject to this minimum recall pay for time spent.
- 28.3 All Authorized paid time off (such as vacation time, holiday time and sick time) shall be considered time worked, for the purpose of computing overtime.
- 28.4 Any employee required to work past his/her scheduled shift ending time shall be compensated for all time worked but shall receive a minimum of one (1) hour pay.
- 28.5 Employees may choose to be credited with compensatory time in lieu of overtime pay. The choice may be exercised; however, employees may only accrue a maximum of one hundred and forty-four (144) hours of compensatory time. Compensatory time will be awarded one and one half (1 ½) hours per hour of overtime worked.
- 28.6 Earned compensatory time may be utilized upon prior written request and approval of the Fire Chief.

ARTICLE 29 – WAGES / SALARIES

- 29.1 The salaries of all employees of the District covered by this Agreement shall be as set forth in the table below effective January 1st of each year.
- 29.2 Probationary Captains shall receive Step 1 salary for the current calendar year at the conclusion of their probationary period.
- 29.3 All employees at the rank of Captain shall advance through yearly steps of the appropriate pay schedule automatically on the first day of the pay period that of the New Year.
- 29.6 Effective January 1, 2020 the Pay Schedule set forth below shall be recognized and employees shall move to the Step corresponding with their years of service.
- a. Effective January 1, 2020, all steps on the Pay Schedule shall be increased to the 2020 rates set forth on the Pay Schedule.
 - b. Effective January 1, 2021, all steps on the Pay Schedule shall be increased to the 2021 rates set forth on the Pay Schedule.
 - c. Effective January 1, 2022, all steps on the Pay Schedule shall be increased to the 2022 rates set forth on the Pay Schedule.
 - d. Effective January 1, 2023, all steps on the Pay Schedule shall be increased to the 2023 rates set forth on the Pay Schedule.
 - e. The following is the 2020 – 2023 pay Schedule

Fire Captain

	2020	2021	2022	2023
1	\$88,011.61	\$89,331.79	\$90,671.76	\$92,031.84

ARTICLE 30 – LONGEVITY

- 30.1 DELETED

ARTICLE 31 – MUTUAL EXCHANGE OF TIME (MXT)

- 31.1 All exchanges shall be granted with the approval of the Fire Chief.
- 31.2 All exchanges must be submitted and approved in writing.
- 31.3 Once approved, each employee is responsible for fulfilling his/her new shift responsibility.
- 31.4 The District shall not incur any overtime obligation as a result of shift exchanges, except for shift incurred overtime.
- 31.5 All MXT must be with in the same pay period.

ARTICLE 32 – MATERNITY LEAVE

- 32.1 Maternity Leave shall commence on a date requested by the employee and certified by the physician as being within the period of disability.
 - a. Employees shall have the option of Maternity Leave with pay to the extent of any accumulated leave earned or without pay as permitted by the New Jersey State Disability Program.
- 32.2 Female employees are entitled to five (5) workdays Maternity Leave. This will include those shifts from the day of delivery forward. This leave is independent of the member's sick leave.
- 32.3 Male employees are entitled to five (5) workdays for the birth of a child. This will include those shifts from the day of delivery forward.
- 32.4 Employees shall be required to furnish a doctor's certificate to substantiate requests for approval of sick leave, when sick leave exceeds three (3) consecutive workdays.

ARTICLE 33 – LIGHT DUTY

- 33.1 Whenever an employee is incapacitated from duty because of an injury or alignment sustained in the performance of his/her duty or while attending required training or approved job related training he/she may be entitled to Light Duty, at the sole discretion of the District, and with the approval of a physician designated by the District and the employee's treating physician, for a maximum aggregated period of one (1) year at full pay at the rate of pay in existence at time of his/her injury, illness or disability; or until such time as he/she has been accepted for retirement by the PFRS/ PERS not to exceed one (1) year.

- 32.2 Any employee who is injured in the line of duty may be ordered to report for light duty assignment once approved by a physician designated by the District.

ARTICLE 35 – STIPENDS

- 35.1 DELETED

ARTICLE 36 – ACTING OUT OF TITLE

- 36.1 Any employee who is required to perform in the capacity of a higher rank for any period of time shall be considered as acting in that title and paid at the rate of that title under this Agreement for said period of time in which he/she is acting within the title.
- 36.2 The Senior Captain on duty at the time shall assume the acting position prior to the position being offered to any other employee on duty.
- 36.3 The District further agrees that if overtime is required for a fire officer's position, it shall be offered in the order of seniority.
- 36.4 The Fire Chief position shall be filled in the absence of the Fire Chief for an unusually extended period of time approved by the Board of Fire Commissioners. Acting out of title shall not be limited to any number of days or time periods. The compensation shall be based on a Chief's salary at the rate that year.
- 36.5 Employees shall be paid at the hourly rate of that position or rank while in the acting position.
- 36.6 Employees shall be required to meet or exceed the minimum mandatory requirements of the New Jersey Division of Fire Safety to act/hold a Fire Chief's position.

ARTICLE 37 – VACATION TIME

- 37.1 Employees shall receive vacation time with pay for each calendar year according to the following:
- (1) 1 year of employment = 5 vacation days per year
 - (2) 2 to 5 years of employment= 10 vacation days per year
 - (3) 5 to 13 years of employment= 13 vacation days per year
 - (4) 13 Years and above of employment= 20 vacation days per year

- (5) At the end of this contract Line #3 will change to 5 to 15 years and line #4 will change to 15 years
- 37.2 Vacation requests submitted before March 1st shall be granted based on seniority. All vacation requests submitted after March 1st shall be granted based on first come first serve basis.
- 37.3 All yearly vacation days must be used prior to December 31st of each year. Any request to carry vacation days over to the next year must be forwarded to the District by the November Commissioners meeting. Any vacation days carried over to the following year must be used by June 30th of that year or the time will be lost, unless approved by the District.
- 37.4 If an employee is injured in the line of duty preceding his/her scheduled vacation, he/she shall not be penalized, and the employee will be permitted to reschedule his/her vacation time.
- 37.5 If an employee postpones his/her vacation due to his/her illness or due to the illness of any family members prior to or during his/her vacation, a doctor's certificate shall be required prior to the approval of such rescheduling of said postponed vacation.
- 37.6 One (1) vacation day shall constitute one (1) duty shift for all members. However, time may be used in any increment needed whether it is an entire shift, half shift or based on individual hours.
- 37.7 In the event of separation, each employee, upon termination of employment for any reason shall receive all of his/her vacation pay that has accumulated as of that date, as long as there is no outstanding debt to the District.

ARTICLE 38 – PERSONAL DAYS

- 38.1 Employees shall receive five (5) personal Days with pay for each calendar year. Personal Days may be used in any increment needed whether it is an entire shift, half shift or based on individual hours.
- 38.2 Employees shall be permitted to utilize a personal day with 24-hour advance notice which may be waived by the Fire Chief because of employment circumstances. Less notice will be allowed at the discretion of the Fire Chief.
- 38.3 Personal Time shall be used prior to December 31st of each year. Any request to carry personal days over to the next year must be forwarded to the District by the November Commissioners meeting. Any decision relative to this request will be within the Fire District's sole discretion.

38.4 In the event of separation, each employee, upon termination of employment for any reason other than just cause shall receive all of his/her personal day(s) pay that has accumulated as of that date, as long as there is no outstanding debt to the District.

ARTICLE 39 – SICK TIME

- 39.1 Each employee will receive a total of one hundred and twenty sick hours (120) sick hours per year. Sick hours may be used in any increment needed whether it is an entire shift, half shift or based on individual hours.
- 39.2 An employee may take sick time for any of the following reasons:
- a. Personal Illness or physical incapacity
 - b. Attendance to members of the immediate family defined as parents, spouse or child whose illness requires the care from employee.
- 39.3 Employees are subject to disciplinary action by the District for the improper use of sick leave.
- 39.4 Employees absent on sick leave for three (3) or more consecutive work shifts shall be required to submit a doctor's certification or other acceptable medical evidence substantiating the illness.
- 39.5 In order to ensure fitness for duty, the District reserves the right to have an employee returning to duty from Sick Leave evaluated by a District appointed physician at the District's expense.
- 39.6 Each employee shall be permitted to accumulate sick time from year to year. If employee leaves employment prior to retirement no sick leave will be paid for by Fire District. At retirement employee shall receive compensation for accumulated sick leave to a maximum of \$15,000 at the rate of 100% of accumulated sick leave.

ARTICLE 40 – SICK TIME INCENTIVE

40.1 Employees who utilize less than the after mentioned amounts of sick time will be entitled to the following sick time incentive on an annual basis. This incentive will run in conjunction with annual sick leave January to December. For the purpose of this incentive utilizing a portion of a day will constitute a sick day.

0 sick days used = \$1000.00

1 sick day used = \$500.00

2 to 3 sick days used = \$250.00

Day equals a shift based on that Captains work schedule

40.2 The Sick Time Incentive shall be paid to each employee in a check separate of their bi-weekly paycheck and will be paid in the next pay period after January 30th of each year.

40.3 An employee shall not receive a sick time incentive and sick time buy back for the same sick time accumulated and must choose one of the options as applicable.

ARTICLES 41 – SICK TIME BUY BACK

41.1 Employees may accrue and carry over sick time from year to year; an Employee must accrue twenty (20) sick days before any sick time can be sold back at 50% of the employees hourly pay rate.

ARTICLE 42 – PHYSICAL FITNESS

42.1 The District shall require employees to engage in a physical fitness period of ninety (90) minutes for each shift.

42.2 The employees shall be permitted to utilize the gym equipment as provided within the District's facilities. Said fitness period must be performed in conjunction with the assigned duties during the tour.

42.3 Employees are required to return for an emergency response without delay.

ARTICLE 43 – EDUCATION AND TRAINING

43.1 It is understood and agreed by the District that employees shall be paid for any costs and time associated with attending any training and/or courses that are approved or required by the District.

43.2 It is agreed by the District that any employee who holds a certification(s) will be provided time off to maintain such certification(s). It is further agreed that employees will be compensated with either compensatory time off or at their regular hourly rate of pay for said hours and reasonable travel time. The employee will be permitted to choose the manner in which they are compensated.

Certification(s) such as, but not limited to, the following shall apply to the preceding paragraph of this article:

- a. Emergency Medical Technician continuing education courses
 - b. CPR re-certification
 - c. Fire Inspector / Fire Official continuing education courses
 - d. Fire Instructor I / Fire Instructor II
 - e. Fire Investigator
- 43.3 Each employee shall receive eighty-four (84) training hours to attend any fire/emergency related course(s) offered by any approved fire academies, state agencies or other associations.
- 43.4 Minimum state mandatory standard recertification hours are not included in the above-listed Section 43.3 of this Article.
- 43.5 Any addition training required by the District or requested by the employee above the eighty-four (84) hours set forth in Section 43.3 of this Article must be approved by the District or the Fire Chief to receive any type of compensation of either the regular or over-time rate.

ARTICLE 44 – EMT RECERTIFICATION

- 44.1 The District shall provide Emergency Medical Technician (EMT) training (elective credited courses) in-house through-out the year for employees who are required to maintain their EMT status.
- a. Employees shall receive CEU's for attending course(s).
 - b. Courses shall be held during normal working hours.
 - c. Courses shall be scheduled once a quarter. (January, April, August, December)
 - d. Courses shall be no more than three (3) hours in length.
- 44.2 Course topics shall be at the discretion of the EMS Captain.
- 44.3 Overtime for CEU's credited courses will be at the discretion of the District.
- 44.4 The District shall allow employees who are required to maintain their EMT status to attend a CORE ABC at least once every three (3) years.
- a. Employees will receive overtime or compensatory time for attending a CORE ABC course.
 - b. CORE ABC courses shall not be scheduled during normal working hours.

ARTICLE 45 – MILEAGE ALLOWANCE / TRAVEL EXPENSES

- 45.1 Employees shall be reimbursed at the current rate used by the general Services Administration (GSA) per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties to include but not limited to tolls, parking fees, etc.
- 45.2 Employees shall be reimbursed for meals at a rate determined by the U.S. General Services Administration per Diem Rates for the area in which they are traveling to and or lodged at.

ARTICLE 46 – COURT APPEARANCE

- 46.1 The District shall grant leave with pay to an employee for the period of time that he is required to appear before a court, judge, or magistrate as a defendant or witness in connection with the performance of his duties.

ARTICLE 47 – JURY DUTY

- 47.1 When called for jury duty and for the duration of such service, an employee shall be entitled to a temporary leave with pay. During the period of jury duty service, the employee will be expected and required to report for work at such time as his/her presence as a juror is excused. The District shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service. The employee shall turn over to the District any pay received for jury duty.

ARTICLE 48 – MISCELLANEOUS DEATH OF AN EMPLOYEE

- 48.1 In the event of death of an employee, the employee's Estate shall receive monetary compensation of all time owed, reimbursements, stipends and incentives.

ARTICLE 49 – SEVERABILITY AND SAVINGS CLAUSE

- 49.1 It is understood and agreed that if any provision of this Agreement or application of this Agreement to any persons or circumstances shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

- 49.2 If any such provisions are so invalid the District and the Local will meet for the purpose of negotiating changes made necessary by the applicable law. All current policies not covered in this Agreement shall remain in full force.

ARTICLE 50 – DRUG AND ALCOHOL POLICY

- 50.1 Standard for Testing: The District may engage in such random drug testing deemed necessary by the District and in accordance with the policy set forth in an appendix hereto.

ARTICLE 51 – LAYOFF AND RECALL PLAN

- 51.1 The District, if it shall deem it necessary for reasons of economy, may decrease the number of employees or their grades or ranks.
- 51.2 In case of demotion from the higher ranks, the officers to be so demoted shall be in the inverse order of their appointment.
- 51.3 When the reduction in force results in the termination of one or more employees, termination shall be in the inverse order of appointment, i.e. last hired, first laid off.
- 51.4 The District will give a minimum of two (2) weeks written notice whenever affecting a layoff.
- 51.5 Any member or officer who is demoted or whose service is terminated by reason of such reduction in force shall be placed on a special employment for a period of two (2) years. If a promotional vacancy occurs in a position in which an employee on the special employment list previously held, that employee shall be offered first opportunity for reinstatement to his prior rank. If a vacancy occurs in a position in which a terminated employee on the special employment list previously held, that individual shall be given first choice to fill the vacant position. Opportunities for recall from the special employment list shall be offered in the order of the employees' original dates of employment.
- 51.6 Notice of recall shall be made in writing to the employee's home address of record by certified mail. The employee must provide the District with any address change while waiting for recall. An employee who has been recalled to duty shall be required to respond in writing for reinstatement within ten (10) working days after notice. If the employee does not so respond, he shall have forfeited his recall right and shall be removed from the special employment list.

ARTICLE 52 – MAINTENANCE OF BENEFITS

- 52.1 The parties hereby agree that all benefits and conditions of employment presently in effect for employees be maintained except where modified pursuant to this Agreement.

ARTICLE 53 – PRINTING AND SUPPLYING

- 53.1 This Agreement and any further agreements shall be copied and supplied to each employee by the Board within forty-five (45) calendar days of execution at no cost to the employee.

ARTICLE 54 Educational/Tuition Reimbursement

- 54.1 Full-Time permanent employees may be eligible for tuition reimbursement of 100% up to one thousand dollars (\$1,000.00) PER SEMESTER, NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) per year

A. Under no circumstances shall the employer be obligated to reimburse for any educational expenses except tuition. Travel, fees, textbooks, materials and other non- tuition items.

B. Reimbursement will be contingent upon successful completion of the course evidenced by certificate or grade report. Successful completion is defined as a final grade of “C” or better, or, in the case where grades are not used, a final result of “pass”

C. Courses/Classes will be taken on employees’ own time and not during work hours.

1. Firefighter/EMT (Any course defined in fire science program(s), medically related, homeland security or continuing professional education)
2. Fire Marshal /Fire Official - (fire Investigation/Inspections, Homeland security)
3. Captains - (Management)

This Agreement made this 1st day of JUNE, in the year 2020 between the Plumsted Township Fire District #1, within the State of New Jersey, hereinafter referred to as the "District", party of the first part,

AND

The Plumsted Fire District #1, Fireman's Mutual Benevolent Association, Local 89 Officers, hereinafter referred to as the "Local" party of the second part.

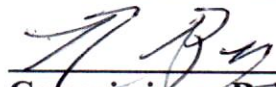
WITNESSETH

Whereas, in accordance with said Agreement, ongoing negotiations have been taking place, seeking an Agreement for the calendar years 2020, 2021, 2022 & 2023.

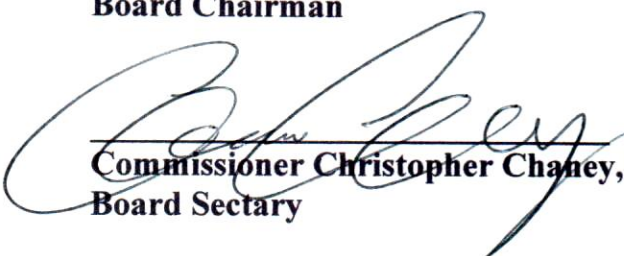
Whereas, the parties' hereto have now concluded said negotiations and an Agreement has been reached. The parties hereto do agree that the previously mentioned Agreement between the parties of the First and Second parts, be and the same shall be ratified in full force and effect until a future Agreement shall be ratified.

ATTEST:

PLUMSTED TOWNSHIP FIRE DISTRICT #1



Commissioner Robert Brady,
Board Chairman



Commissioner Christopher Chaney,
Board Sectary

ATTEST:


FIREMAN'S BENEVOLANT ASSOC. LOCAL #89/
CAPTAINS



Jodi Byrne, Captain



Joseph Paolo, Captain



Mitchell Remig, President
FMBA Local #89