



COLLECTIVE BARGAINING AGREEMENT

Between the

**PLUMSTED TOWNSHIP FIRE DISTRICT #1
FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL #89**

and the

**PLUMSTED TOWNSHIP FIRE DISTRICT #1
BOARD of FIRE COMMISSIONERS**

for the period

JANUARY 1, 2018 – DECEMBER 31, 2021

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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 bargaining unit.

ARTICLE 2 – PUBLIC EMPLOYEES

- 2.1 The individual members of the Local 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 personnel covered by this agreement. The following parties are excluded from the bargaining agreement:
- a. Non-firefighting employees
 - b. Per-diem employees
 - c. Supervisory Employees
- 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. Use of office equipment will not be for personal use.
- 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, unless extenuating circumstances occur.

- 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 Local 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, 2018. This agreement shall remain in force and effect during collective negotiations between the parties beyond the expiration date (December 31, 2021) 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 were the employee is in agreement in changing their shift less than 30 days.

ARTICLE 8 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 8.1 An employee has the right to request 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 request with the disciplined employees approval 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.

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 Statue 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 a Commissioner 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) days 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

ARTICLE 13 – PERSONNEL FILE

- 13.1 A personnel file shall be established and maintained for each active 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 maintain no 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. All oral reprimands will be removed after one year from the decision date from the employee's file
- 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 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.
- 15.2 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
- 15.3 Union meetings shall be rescheduled if they conflict with Fire District emergencies, or training programs.
- 15.4 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.
- 15.5 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;
 - d. Social Security Number;
 - e. Classification; and
 - f. Rate of pay.
- 16.4 The FMBA shall indemnify and hold the District harmless against any and all claims, demands, lawsuits and other forms of liability that may arise out of, or by reason of action taken or not taken by the District in conformance with this provision. The FMBA shall intervene in and defend any administrative or court litigation concerning this provision. The District shall have no obligation to defend against this provision, but shall cooperate with the FMBA in defending against this provision.

ARTICLE 17 – JOB TITLES/CLASSIFICATIONS

- 17.1 This Agreement will recognize the following job titles/classifications and additional job assignments; Firefighter/EMT, and Firefighter/(EMT) Mechanic.
 - a. The title Firefighter/(EMT)Mechanic are considered additional job assignments. Employee(s) selected to hold those titles will be required to perform the additional duties described in the corresponding job descriptions.
- 17.2 The job descriptions for the said job titles/classifications can be found in the following Appendixes:
 - a. Firefighter/EMT Appendix 1
 - b. Firefighter/(EMT)Mechanic Appendix 2

ARTICLE 18 – HOURS OF DUTY

- 18.1 The Firefighter/EMTs assigned to the Fire Division will work four (4) eleven (11) hour work days.
- 18.2 Employees assigned to the Fire Division will work fifty-two (52) forty-four (44) hour work weeks for a total of 2288 hours per year.
- 18.3 Employees assigned to the Fire Division will work a Monday through Friday work schedule. Hours of work for employees assigned to the Fire Division will be 6:00 am until 5:00 pm.
- 18.4 The Firefighter/EMTs assigned to the EMS Division will work what is commonly known as the Pitman Schedule: two-on, two-off; three on, two-off; two-on, three-off. Employees assigned to the EMS Division will work a forty-two (42) hour work week, for a total of 2184 hours per year.
- 18.6 Hours of work for employees assigned to the EMS Division will be 6:00 am until 6:00 pm and 6:00pm until 6:00am

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 Family Leave Act 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 Each employee may go to Capt Buscio Program physical one time during the contract. Employee will be granted a day off to attend.

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.
- 21.2 The seniority list will be maintained by the Chief of the Department. This list will be used for overtime offerings.

ARTICLE 22 – PROBATIONARY STATUS / PERIOD

- 22.1 All employees shall be on probationary status for the first twelve (12) months of their employment. At the discretion of the District, probationary status may be extended for an additional six (6) 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 Firefighter/EMT or such other employment position hereunder.

- 22.2 A probationary employee may be released from employment for any violation of this contract or District policy without warning and without recourse.
- 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 Outstanding, Exceeds Expectations, Meets Expectations, Below Expectations or Unsatisfactory. 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 shift supervisor (captain) and the Fire Chief and one Commissioner.
- 22.5 Employees receiving a rating of Unacceptable shall be released from service immediately and without recourse.
- 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 Poor at their twelve (12) month review shall automatically be placed on probation for an additional six (6) months. Employees receiving this rating will not receive their annual step at the time that they are to receive their step increase.
- 22.8 Employees receiving a rating of Satisfactory or Excellent at their twelve (12) month review shall automatically be removed from probation status.
- 22.9 Employees who complete their probationary status shall be placed at their first salary step until the completion of the second twelve (12) months of their employment.

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 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/PERS 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.
- 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 all employees assigned to the Fire Department with the following uniforms upon initial hiring:
- a. (3) Long Sleeve Nomex Shirts
 - b. (3) Short Sleeve Nomex Shirts
 - c. (3) Nomex Pants
 - d. (1) Uniform Badge
 - e. (3) Short Sleeve District T-shirts
 - f. (3) 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. (2) Baseball hat
 - n. (1) pair approved Station Boot
- 24.2 All employees clothing assigned to the Fire Department 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) Safety Glasses
 - i. District will allow an employee to purchase a leather helmet. Employee will be given reimbursement up to the cost of structural firefighting helmet. Helmet purchased must meet current NFPA standard. Upon termination employee will reimburse District the cost of the structural firefighting helmet.
- 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.

ARTICLE 25 – UNIFORM ALLOWANCE

- 25.1 At the beginning of each year each employee shall be allotted annually a \$500.00 uniform component purchase, maintenance & replacement allowance. Employees shall present payment to the District either by receipt reimbursement or by district voucher system. The Fire Chief or there designee shall keep record of the balance of each employee's uniform allowance. All replacement uniforms shall comply with Article 24. The Firefighter/Mechanic shall receive one pair of coveralls provided by the district at the districts cost, not to be deducted from clothing allowance of employee.
- 25.2 Any monies remaining from each employee's Uniform Allowance as of December 1st will be forfeited to the District. The monies can be utilized to purchase work related clothing if approved by Commissioners and/or Chief.
- 25.3 Any receipts submitted after December 1st will go on the following years allowance.

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) 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 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.

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 their normal work schedule for any duties performed above normal work hours or days. Overtime rate will be calculated on 2184 hours per year hourly rate.
- 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 in fire suppression activity.
- 28.3 All 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 sixty (60) 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 or his designee, or in accordance with procedures established by the Fire Chief.
- 28.7 In the event of filling an open shift for overtime, a list compiled by seniority will be used. This overtime list will reset the first of every calendar year and will continue on a rotating basis from most senior employee to most junior employee. The next call-out will begin following the employee who accepted the prior assignment. Overruns will not be counted against the employee for the next overtime call out. The purpose of the overtime list is to ensure opportunities for overtime amongst the employees is covered in this agreement. Individuals must be qualified to perform duties that is with position to be filled.

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.
- 29.2 Probationary employees shall receive Step 1 salary for the current calendar year at the conclusion of their probationary period.
- 29.3 Probationary Employees will receive a Starting Salary of \$39,265.00
- 29.4 Except as provided below all employees at the rank of Firefighter/EMT shall advance through steps 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the appropriate pay schedule automatically on the first day of the pay period of the new year.
- 29.5 Employees that have obtained 10 steps will receive an annual cost of living increase of 2.0% per year.
- 29.5 The following is the 2018 – 2021 pay Schedule

Firefighter/EMT Firefighter/Mechanic

Firefighter EMT's	2018	2019	2020	2021
1	\$41,778.97	\$42,405.65	\$43,041.74	\$43,687.37
2	\$43,700.15	\$44,355.65	\$45,020.99	\$45,696.30
3	\$45,782.17	\$46,468.90	\$47,165.94	\$47,873.43
4	\$47,097.37	\$47,803.83	\$48,520.89	\$49,248.70
5	\$50,047.22	\$50,797.93	\$51,559.90	\$52,333.30
6	\$51,863.46	\$52,641.41	\$53,431.03	\$54,232.50
7	\$52,956.12	\$53,750.46	\$54,556.72	\$55,375.07
8	\$54,474.67	\$55,291.79	\$56,121.17	\$56,962.98
9	\$56,548.66	\$57,396.89	\$58,257.84	\$59,131.71
10	\$57,685.54	\$58,550.82	\$59,429.09	\$60,320.52

Firefighter
Mechanic

1	\$46,778.97	\$47,480.65	\$48,192.86	\$48,915.76
2	\$48,700.15	\$49,430.65	\$50,172.11	\$50,924.69
3	\$50,782.17	\$51,543.90	\$52,317.06	\$53,101.82
4	\$52,097.37	\$52,878.83	\$53,672.01	\$54,477.09
5	\$55,047.22	\$55,872.93	\$56,711.02	\$57,561.69
6	\$56,863.46	\$57,716.41	\$58,582.16	\$59,460.89
7	\$57,956.12	\$58,825.46	\$59,707.84	\$60,603.46
8	\$59,474.67	\$60,366.79	\$61,272.29	\$62,191.38
9	\$61,548.66	\$62,471.89	\$63,408.97	\$64,360.10
10	\$62,685.54	\$63,625.82	\$64,580.21	\$65,548.91

ARTICLE 30 – MUTUAL EXCHANGE OF TIME (MXT)

- 30.1 All exchanges shall be granted with the approval of the Fire Chief or there designee.
- 30.2 All exchanges must be submitted and approved in writing.
- 30.3 Once approved, each employee is responsible for fulfilling his/her new shift responsibility.
- 30.4 The District shall not incur any overtime obligation as a result of shift exchanges, except for shift incurred overtime.

ARTICLE 31 – MATERNITY LEAVE

- 31.1 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.
- 31.2 Female employees are entitled to five (5) work days Maternity Leave. This will include those shifts from the day of delivery forward. This leave is independent of the member's sick leave.
- 31.3 Male employees are entitled to five (5) work days for the birth of a child. This will include those shifts from the day of delivery forward.
- 31.4 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 work days.

ARTICLE 32 – LIGHT DUTY

- 32.1 There will be no light duty assignments.

ARTICLE 33 – MILITARY LEAVE

- 33.1 The District agrees to provide all employees with military leave as required by Federal and/ or State Laws.
- 33.2 Employees must request Military Leave to the District at the earliest possible time. A copy of the employee's orders shall be submitted with the request for Leave, if possible. In any case, a copy of the employee's orders must be submitted immediately upon availability.

ARTICLE 34 – ACTING OUT OF TITLE

- 34.1 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.

- 34.2 The senior employee on duty at the time shall assume the acting position prior to the position being offered to any other employee on duty.
- 34.3 The District further agrees that if overtime is required for a fire officer's position, it shall be offered in the order of seniority.
- 34.4 Employees shall be paid at the hourly rate of that position or rank while in the acting position.
- 34.5 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 officer's position.

ARTICLE 35 – VACATION TIME

35.1 Employees shall receive vacation time with pay for each calendar year according to the following schedule:

Probationary Employee	0 days
1 year of service	5 days
2 to 5 years of service	10 days
6 to 12 years of service	15 days
13 + years	20 days

- 35.2 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.
- 35.3 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.
- 35.4 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.
- 35.5 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.

- 35.6 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.
- 35.7 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 36 – PERSONAL DAYS

- 36.1 Employees shall receive four (4) 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.
- 36.2 Employees shall be permitted to utilize a personal day with 24 hour advance notice which may be waived by the Commissioners and/or Chief because of employment circumstances. Less notice will be allowed at the discretion of the fire Officer in charge.
- 36.3 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.
- 36.4 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 37 – SICK TIME

- 37.1 Each employee will receive a total of (120) 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.
- 37.2 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.
- 37.3 Employees are subject to disciplinary action by the District for the improper use of sick leave.
- 37.4 Employees absent on sick leave for three (3) or more consecutive work days shall be required to submit a doctor's certification or other acceptable medical evidence substantiating the illness.
- 37.5 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.
- 37.6 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 50% of accumulated sick leave.

ARTICLE 38 – SICK TIME INCENTIVE

- 38.1 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 hours used = \$1000.00
12 hours used = \$500.00
Up to 36 hours used = \$250.00

- 38.2 The Sick Time Incentive shall be paid to each employee in a check separate of their bi-weekly pay check and will be paid in the next pay period after January 30th of each year.
- 38.3 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 39 – SICK TIME BUY BACK

- 39.1 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 40 – PHYSICAL FITNESS

- 40.1 The District shall require employees to engage in a physical fitness period of ninety (90) minutes for each shift.
- 40.2 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.
- 40.3 Employees are required to return for an emergency response without delay.

ARTICLE 41 – EDUCATION AND TRAINING

- 41.1 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.
- 41.2 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

- 41.3 Each employee shall receive sixty (60) training hours to attend any fire related course(s) offered by any approved fire academies, state agencies or other associations.
- 41.4 Minimum state mandatory standard recertification hours are not included in the above-listed Section 41.3 of this Article.
- 41.5 Any addition training required by the District or requested by the employee above the sixty (60) hours set forth in Section 41.3 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 42 – EMT RECERTIFICATION

- 42.1 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.
- 42.2 Course topics shall be at the discretion of the EMS Captain.
- 42.3 Overtime for CEU's credited courses will be at the discretion of the District.
- 42.4 The District shall allow employees who are required to maintain their EMT status to attend a EMT refresher at least once every three (3) years.
 - a. Employees will receive overtime or compensatory time for attending a EMT refresher course.
 - b. EMT refresher courses shall not be scheduled during normal working hours.

ARTICLE 43 – MILEAGE ALLOWANCE / TRAVEL EXPENSES

- 43.1 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.

- 43.2 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 44 – COURT APPEARANCE

- 44.1 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 45 – JURY DUTY

- 45.1 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 46 – MISCELLANEOUS DEATH OF AN EMPLOYEE

- 46.1 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 47 – SEVERABILITY AND SAVINGS CLAUSE

- 47.1 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.

- 47.2 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 48 – DRUG AND ALCOHOL POLICY

- 48.1 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 49 – LAYOFF AND RECALL PLAN

- 49.1 The District, if it shall deem it necessary for reasons of economy, may decrease the number of employees or their grades or ranks.
- 49.2 In case of demotion from the higher ranks, the officers to be so demoted shall be in the inverse order of their appointment.
- 49.3 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.
- 49.4 The District will give a minimum of two (2) weeks written notice whenever affecting a layoff.
- 49.5 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.
- 49.6 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 report for reinstatement within ten (10) working days after notice. If the employee does not so report, he shall have forfeited his recall right and shall be removed from the special employment list.

ARTICLE 50 – MAINTENANCE OF BENEFITS

- 50.1 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 51 – PRINTING AND SUPPLYING

- 51.1 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.

This Agreement made this 3 day of Dec, in the year 2018 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, 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 2018, 2019, 2020 & 2021.

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




KEVIN HAGEN

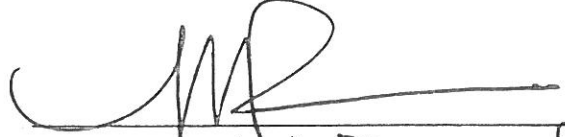
By: 

ATTEST:

PLUMSTED TOWNSHIP FIRE DISTRICT #1
FIREMAN'S BENEVELANT ASSOC. LOCAL #89



KEVIN J. PANALICK



Mitch Demig, President.

Firefighter / EMT Job Description

Appendix 1

FIRE FIGHTER

A Candidate for the position of career Firefighter/EMT in Plumsted Township shall have the following minimum qualifications:

1. Must be at least 18 years of age.
2. Must be a US citizen.
3. Must have a valid driver's license.
4. Must pass a physical exam by the Fire Commissioner's Physician in accordance with NFPA guidelines.
5. NJ Firefighter I Certification.
6. NJ Hazardous Material Awareness and Operations Certification.
7. NJ Forest Fire S-130 and S-190 Certification.
8. IMS Level 1 Certification.
9. Apparatus Pump Operations Certificate.
10. Vehicle Extrication Certification.
11. FAST/RIT/RIC Awareness and Operations Certification.
12. All courses or certifications which are mandatory by the State of New Jersey.

DEFINITION:

During an assigned tour of duty extinguishes fires; performs rescue operations; aids in emergency situations involving hazardous or toxic materials; administers emergency medical treatment; maintains all related equipment, buildings and grounds; does related work.

NOTE: The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification.

Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK:

- Attends daily roll call and briefing.
- Extricates victims from entrapment.
- Performs rescue operations such as searching for victims, identifying searched areas, and guiding or carrying victims.
- Aids victims at scene of emergency by administering emergency medical treatment such as first aid, CPR or EMT treatment.
- May request advice from hospital physician or emergency department.
- Radios the dispatcher for additional help if needed.
- Reports to the dispatcher the nature and extent of injuries to ensure prompt medical care on arrival.
- Prepares victims for transportation in an ambulance.
- May be required to transport victims to hospital or other emergency treatment facility.
- Loads and unloads equipment.
- Selects best route to scene of emergency.
- Drives and maneuvers fire apparatus for optimal firefighting position.
- Maintains radio communications with emergency personnel and relays information to facilitate firefighting and rescue operations.
- Identifies fire source and type and anticipates fire behavior.
- Searches for indications of fire cause and protects this evidence for later scrutiny.
- Interviews persons at scene of fire and writes down responses.
- Shuts off utilities at fire scene.
- Lays and connects hose to hydrants, standpipes, and intake and discharge valves.
- Directs water stream at or as near as possible to source of fire or other target to extinguish fire or to cool given target, and to prevent ignition.
- Transports tools, equipment, and/or people by specialized rope harnesses.
- Performs preparatory operations for the delivery of water to discharge lines and determines required pump pressure to provide appropriate pressure.
- Replaces and/or makes temporary repairs to damaged hoses and other apparatus.
- Locates and exposes hidden structural fires.

- Raises, lowers, positions and stabilizes straight ladders, aerial ladders or basket trucks.
- Operates master stream appliance or deluge gun.
- Operates portable generating equipment.
- Identifies and removes or provides special protection from flammable or hazardous materials.
- Removes or reinforces weakened structural parts.
- Secures or covers openings created by fire or firefighters.
- Removes and pumps out flooded buildings and structures to prevent potential health and safety hazards and further structural damage.
- Covers or removes petroleum products on roadway to reduce fire hazard and slippery road conditions.
- Tours site and notes locations of firefighting resources, corridors, exits, and hazardous materials.
- Makes periodic inspections and issues citations to ensure compliance with safety regulations.
- Maintains records and files.
- Processes telephone and box alarms and determines nature of emergency, alarm box nearest the scene, company responsibilities, and records information.
- Monitors radio frequencies and relays relevant information.
- Maintains daily log of all house activities such as time and nature of alarms, units responding, arrival and departure times, names of visitors, time and nature of phone calls, and time and nature of any unusual events.
- Inspects and inventories equipment such as first aid supplies, foam supply, batteries, and hand tools and prepares replacement or repair lists.
- Promotes community fire prevention activities such as conducting and timing school fire drills, demonstrating apparatus at schools, parades, and other community events and serves as resource person.
- Explains firefighting activities and fire prevention practices.
- Maintains and makes minor repairs to firehouse and grounds and performs typical household tasks.

- Maintains apparatus, tools, equipment, and protective gear in proper working order and satisfactory condition.
- Maintains and performs minor repairs on fire vehicles.
- Checks all tools and equipment on fire apparatus at start of shift and on return to quarters from emergency. Inspects and maintains air pack, hoses and other fire apparatus.
- Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

REQUIREMENTS:

EDUCATION:

Graduation from high school, vocational high school, or possession of an approved high school equivalency certificate.

CITIZENSHIP

Must be a citizen of the United States.

LICENSE:

Appointees must complete a firefighting training program approved by the New Jersey Department of Community Affairs, Division of Fire Safety, within the time frame specified by the Appointing Authority. Appointees are not permitted to participate in firefighting activities prior to completion of this training. For some jurisdictions, once appointed, employees may be required to successfully complete an approved Emergency Medical Technician Program and maintain certification while employed as a Fire Fighter.

For some jurisdictions, once appointed, employees may be required to successfully complete CPR training and maintain a certification from the American Red Cross or the American Heart Association while employed as a Fire Fighter. Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

MEDICAL EXAMINATION

As a prerequisite for appointment, appointees may be required to pass a thorough medical and psychiatric examination to be administered by the appointing authority. Any psychological, medical, or physical condition or defect which would prevent efficient performance of the duties of the position, cause the appointee to be a hazard to himself/herself or others, or become aggravated as a result of performance of these duties will be cause for rejection.

KNOWLEDGE AND ABILITIES:

- Ability to use and maintain firefighting equipment and to learn the theory necessary for effective firefighting and equipment operation after a period of training.
- Ability to apply basic techniques of fighting fires after a period of training.
- Ability to perform strenuous physical activities such as lifting heavy firefighting equipment, climbing standard and aerial ladders, lifting, and carrying people and equipment for rescue and salvage.
- Ability to work under conditions of heavy physical exertion in extreme heat and dust in high and confined areas and smoke filled spaces, and in all kinds of weather and to maintain physical activity for prolonged periods of time.
- Ability to understand and apply principles of emergency medical and first aid treatment after a period of training.
- Ability to administer first aid, CPR and other emergency medical care after a period of training.
- Ability to prioritize emergency medical treatment needs after a period of training.
- Ability to understand and apply techniques used to administer pulmonary and cardiac resuscitation after a period of training.
- Ability to understand and apply techniques used to administer oxygen after a period of training.
- Ability to apply appropriate emergency treatment depending on the patient's condition after a period of training.
- Ability to think clearly and to apply knowledge under stressful conditions and to handle more than one task at a time.
- Ability to remain calm in an emergency situation.

- Ability to establish rapport with the patient.
- Ability to understand and carry out instructions.
- Ability to record information in written form.
- Ability to function independently and without direct supervision.
- Ability to work closely with people including functioning as a team member and to exercise tact or diplomacy and display compassion, understanding, and patience.
- Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.
- Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position.

American Sign Language or Braille may also be considered as acceptable forms of communication.

- Persons with mental or physical disabilities are eligible as long as they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.
- This job specification is for local government use only.

EMERGENCY MEDICAL TECHNICIAN

DEFINITION:

Under direction, drives or rides an ambulance to a specific location to provide emergency medical treatment, provides treatment both at the scene and on the return trip to the hospital; does related duties.

NOTE: The definition and examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

EXAMPLES OF WORK:

- Answers all calls for emergency medical treatment.
- Drives ambulance to required location, parks ambulance in a safe location, and creates a safe traffic environment by placement of road flares, removal of debris, and redirection of traffic.

- Determines the nature and extent of injury and establishes priorities for emergency care.
- Administers emergency care such as opening and maintaining an airway, giving positive pressure ventilation, and cardio resuscitation.
- Stops bleeding by bandaging or tourniquets, treats shock, immobilizes fractures, and provides initial care of poisoned and burn patients.
- Searches for medical identification emblem as a clue for providing emergency care.
- Extricates patients from entrapment.
- Radios the dispatcher for additional help if needed
- Prepares victims for transportation in an ambulance.
- Cares for patient on return trip to hospital.
- Reports to the dispatcher the nature and extent of injuries to ensure prompt medical care on arrival.
- May request advice from hospital physician or emergency department.
- May deliver newborn infants.
- On arrival, transfers patient to stretcher, carries or wheels into hospital, and provides nurse or doctor evaluation of the patient's condition.
- Prepares reports of trips made and enters information into a chronological log.
- May also act as dispatcher determining priorities in calls for ambulance and dispatching the ambulance.
- Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

REQUIREMENTS

CERTIFICATION

Applicants are required to possess a current Emergency Medical Technician Certification valid in New Jersey. Applicants are required to possess a current and valid CPR Certification (Community Level) issued by the American Red Cross, American Heart Association, or the National Safety Council. Applicants may be required to possess a current and valid CPR Certification (Professional Level) issued by the American Red Cross, American Heart Association, or the National Safety

Council.

NOTE: A current and valid CPR Certification (Professional Level) may be substituted for the Community Level.

LICENSE:

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential; duties of the position.

KNOWLEDGE AND ABILITIES:

- Knowledge of principles of emergency medical and first aid treatment.
- Knowledge of the techniques used to administer pulmonary and cardiac resuscitation.
- Knowledge of the techniques used to administer oxygen.
- Knowledge of appropriate emergency treatment depending on the patient's condition.
- Ability to remain calm in an emergency situation.
- Ability to establish rapport with the patient.
- Ability to drive an ambulance with caution.
- Ability to work harmoniously with others.
- Ability to determine the nature and extent of injury and provide emergency medical treatment.
- Ability to administer first aid, CPR and other emergency medical care.
- Ability to prioritize emergency medical treatment needs.
- Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.
- Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position.

American Sign Language or Braille may also be considered as acceptable forms of communication.

- Persons with mental or physical disabilities are eligible as long as they can perform essential functions of the job with or without reasonable accommodation. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.

Mechanic Job Description

Appendix 2

FIREFIGHTER MECHANIC

DEFINITION

Is responsible for the maintenance and repair of all apparatus in the fire district.

EXAMPLES OF WORK

- Supervises the maintenance and repair of all fire department apparatus and Ambulances including engines, fuel, exhaust, cooling, electrical, suspension, steering, and hydraulic systems and instruments.
- Diagnoses malfunctions of firefighting apparatus.
- Schedules apparatus repair and maintenance.
- Maintains fire department vehicles by lubricating, changing oil and oil filters, recharging batteries, performing tune-ups, and other minor repairs.
- Performs mechanical repairs to fire apparatus, fire pumps, hydraulic controls, and/or other machinery and equipment both diesel and gasoline operated.
- Makes final adjustments and minor repairs including setting governors, checking ignition, adjusting brakes, checking wheel alignments, and setting timing, adjusting valves and spark plugs, and testing the differential and transmission to ensure proper adjustments and sufficient lubricant.
- Checks and maintains in operating condition portable generators and pumps by changing oil, repacking pumps, refueling, and making minor repairs.
- Handles procurement of all automotive and pumper parts for repair or replacement.
- Oversees stockroom and issuance of parts to mechanics.
- May be on call for emergency repairs and may personally perform such repairs.
- Makes periodic inspections and tests of all apparatus.
- Recommends purchase of mechanical repair equipment, tools, and supplies.
- Ensures that standard equipment such as saws, pumps, fans, and so forth are operable.
- Provides recommendations for major vehicle repairs.
- Checks and makes minor repairs to municipal emergency generators by recharging batteries, changing oil and oil filters, and other minor repairs.

- Conducts road tests and other tests after the work has been completed to ensure proper performance of the vehicles and other apparatus.
- Maintains equipment, materials, and supplies.
- Ensures that contracted repair work is properly done.
- Prepares clear, accurate, and informative reports.
- Maintains essential records and files.
- Will sit in on any apparatus purchase committees

REQUIREMENTS

TRAINING

Successful completion of one (1) year of training in automotive technology vocational school. Will attend fire apparatus related training classes for one week a year as determined by mechanic and supervisor

LICENSE

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform essential duties of the position.

• KNOWLEDGE AND ABILITIES

- Knowledge of varied types of motors and their operation.
- Knowledge of the diagnosing or reasons for motor and hydraulic system failure and the steps necessary to correct the condition.
- Knowledge of tools and equipment used in tearing down and installing new parts, reassembling motors, testing motors, brakes, lights, hydraulic systems, and other parts of vehicles and equipment.
- Knowledge of methods used in obtaining, storing, recording, safeguarding, and using equipment, materials, and supplies.
- Knowledge of the maintenance of records and files.
- Ability to analyze mechanical problems, organize assigned work, and develop effective work methods.
- Ability to do mechanical work in the garage and in the field.

- Ability to obtain, store, record, safeguard, and use equipment, materials, and supplies.
- Ability to give assignments and instructions to subordinate employees.
- Ability to maintain necessary records and files.
- Ability to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.
- Ability to read, write, speak, understand, and communicate in English sufficiently to perform duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

