

**Plumsted Township Fire District #1**  
**&**  
**Fireman's Benevolent Association Local #89**  
  
**2022-2024 Employment Contract**

## Table of Contents

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – PUBLIC EMPLOYEES	2
ARTICLE 3 – RECOGNITION	3
ARTICLE 4 – GENERAL PROVISIONS	4
ARTICLE 5 – DURATION OF AGREEMENT	6
ARTICLE 6 – NON-DISCRIMINATION	7
ARTICLE 7 – MANAGEMENT RIGHTS AND RESPONSIBILITIES	8
ARTICLE 8 – EMPLOYEE RIGHTS AND RESPONSIBILITIES	10
ARTICLE 9 – HOSPITAL AND MEDICAL BENEFITS / INSURANCE	11
ARTICLE 10 – RULES AND REGULATIONS	13
ARTICLE 11 – GRIEVANCE	14
ARTICLE 12 – MAINTENANCE OF OPERATION	17
ARTICLE 13 – PERSONNEL FILE	18
ARTICLE 14 – PENSION	19
ARTICLE 15 – UNION ACTIVITIES	20
ARTICLE 16 – DUES DEDUCTION AND AGENCY SHOP	21
ARTICLE 17 – JOB TITLES/CLASSIFICATIONS	22
ARTICLE 18 – HOURS OF DUTY	23
ARTICLE 19 – LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE ACT	25
ARTICLE 20 – YEARLY PHYSICALS	26
ARTICLE 21 – SENIORITY	27
ARTICLE 22 – PROBATIONARY STATUS / PERIOD	28
ARTICLE 23 – INJURED ON THE JOB	29

ARTICLE 24 – UNIFORMS	30
ARTICLE 25 – UNIFORM ALLOWANCE	33
ARTICLE 26 – HOLIDAYS	34
ARTICLE 27 – BEREAVEMENT LEAVE	35
ARTICLE 28 – OVERTIME / COMPENSATORY TIME	36
ARTICLE 29 – WAGES / SALARIES	37
ARTICLE 30 – MUTUAL EXCHANGE OF TIME (MXT)	38
ARTICLE 31 – MATERNITY LEAVE	39
ARTICLE 32 – LIGHT DUTY	40
ARTICLE 33 – MILITARY LEAVE	41
ARTICLE 34 – ACTING OUT OF TITLE	42
ARTICLE 35 – VACATION TIME	43
ARTICLE 36 – PERSONAL DAYS	44
ARTICLE 37 – SICK TIME	45
ARTICLE 38 – SICK TIME INCENTIVE	46
ARTICLE 39 – SICK TIME BUYBACK	47
ARTICLE 40 – PHYSICAL FITNESS	48
ARTICLE 41 – EDUCATION AND TRAINING	49
ARTICLE 42 – EMT RECERTIFICATION	51
ARTICLE 43 – MILEAGE ALLOWANCE/TRAVEL EXPENSES	52
ARTICLE 44 – COURT APPEARANCE	53
ARTICLE 45 – JURY DUTY	54
ARTICLE 46 – MISCELLANEOUS DEATH OF AN EMPLOYEE	55
ARTICLE 47 – SEVERABILITY AND SAVINGS CLAUSE	56
ARTICLE 48 – DRUG AND ALCOHOL POLICY	57

ARTICLE 49 – LAYOFF AND RECALL PLAN	58
ARTICLE 50 – MAINTENANCE OF BENEFITS	59
ARTICLE 51 – PRINTING AND SUPPLYING	60
ARTICLE 52 – Educational/ Tuition Reimbursement	61

## **Job Descriptions**

Appendix 1	Firefighter/EMT	63
Appendix 2	Firefighter/EMT/Mechanic	71

## **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 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 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 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. The 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 the District supplied uniforms.
- 4.7 The Local shall be allowed to solicit and advertise for any function they may hold under existing State Union office rules, regulations, and statutes. 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, according to State Law, shall be granted administrative leave without loss of pay, following 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.
- 4.12 The District will issue time off logs at a minimum of every 2 months to ensure time is being tracked properly. Unless listed on the paystub live.
- 4.13 The District will provide the employees with 30 days' notice for any scheduled mandatory training and/or meetings. This shall be in written or email form to the employees giving the date, time and location of the stated training or meetings. Unless an emergency condition for a meeting arises.

## **ARTICLE 5 - DURATION OF AGREEMENT**

- 5.1 The District and the Local agree that the duration of this agreement shall be for three (3) years commencing January 1, 2022. This agreement shall remain in force and effect during collective negotiations between the parties beyond the expiration date (December 31, 2024) 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 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, use improved methods and equipment, determine work schedules and shifts, decide the number of employees needed for any particular time, and be in sole charge of the quality and quantity of the work required.
  - c. The right of management to make, maintain and amend all reasonable rules and regulations that the District may, from time to time, deem best to maintain order, safety, and/or the effective operation of the District, and the Department or function thereof, after reasonable advance 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 days. Notwithstanding the above, according to NJSA 34:13A-5.3, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
  - d. To hire all employees, 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, concerning 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 District, 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 whose shifts are being changed will receive 30 days' notice before their shift is changed. The only exception would be under extenuating circumstances where the employee agrees to change their shift in less than 30 days. When the employer notifies an employee of a schedule change the proposed change will be within the notification. This shall include hours and days of work. i.e. "In 30 days (affected employee) will be switching from A shift to B shift, your new schedule on the day of change will be as follows- "

## **ARTICLE 8 – EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- 8.1 An employee has the right to request Local representation at every step of a disciplinary hearing.
- 8.2 For an employee who is charged in a disciplinary proceeding, the Local, shall request with the disciplined employees' approval to receive copies of any records, recordings, videos, photos, or documents that 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, recordings, videos, photos, or documents intended to be used by or on behalf of the employee in the disciplinary hearing. The exchange of the records, recordings, videos, photos, 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 that 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 stenographers of any kind shall be used during any meeting unless both the Local and Employer agree to their use, before such meeting, in writing. Any use of recording devices to record a conversation, meeting, or 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 allowed to submit a written rebuttal for placement in his/her file as well.
- 8.6 Employees' residency shall be governed by state law.
- 8.7 Force List - The force list must be available to the employees via a Spreadsheet similar to overtime. All Employees on duty must be forced 1 time before being forced again. (IE: The entire list must be exhausted before being forced again.) Force Defined: For an employee to be forced to work a shift, that employee must be on duty at the time of the force, the force cannot put the employee in a position in which they will not have 12 hours

off between shifts. If the employee is off work, they will require a minimum of 24 hours' notice that they need to cover a future shift.

## **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. Employees will contribute to the health plan according to State law. The Employee may choose to take the NJ Direct 15 Health Insurance Plan,

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 Workers Compensation Insurance for employees according to N.J.S.A. 34-1 et seq.

### **9.3 Dental and Optical Allowance**

A. The District shall provide each employee and the employee's 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 \$2,500.00; for an employee with a spouse \$3,125.00; Employees with Children will be allotted \$625.00 additionally per child. A child will be considered covered until the age of 26 years old. This shall continue, for employee and spouse, into retirement from one of the two state recognized pension systems with 25 years of service (PFRS & PERS).

B. In the event the employee chooses to obtain a policy on their own, the Employee will be reimbursed the maximum allowance as defined above to cover the cost of said policy.

### **9.4 Inoculations:**

a. Employees shall receive 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, other agencies, etc. Employees shall be permitted a reasonable time off to receive these inoculations as long as adequate staffing can be provided the consent of the Fire District is secured.

- c. The board shall not require any employee to get any inoculations unless mandated by State or Federal Law.
- d. In the event that an employee becomes ill from a mandatory inoculation the board shall provide the employee with 72 hours off with a note from a doctor.

#### 9.5 Medical in lieu

- a. If an employee opts not to receive the hospital and medical benefits package provided by the district, the employer shall provide the employee with the equivalent of twenty-five percent (25%) of the funds saved or \$5,000, whichever is the lesser of the two. This payment will be added to the employees' pay but will not be added to the employee's base annual salary. Should the employee subsequently accept medical coverage this payment will cease immediately.



## **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.
- 10.2 Any item explained in this agreement will supersede the department policy for members covered under this agreement as long as not restricted by law.

## 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 a grievance.
- 11.2 Where disciplinary proceedings have been instituted, the grievance procedure shall not be available to challenge the 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 Relations 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, excludes 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 knows or should have known of its existence, the aggrieved Employee's grievance shall be discussed verbally with the 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, that 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, that 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 requests 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 according 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 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 employee's 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 member's

## **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 except for 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 rebut if so desired 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 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 according 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 according 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 according 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, on a monthly basis, 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 before 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 all claims, demands, lawsuits, and other forms of liability that may arise out of, or because 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 is considered an additional job appointment. Employee(s) appointed to hold those titles will be required to perform the additional duties described in the corresponding job descriptions. The Firefighter/EMT Mechanic will be compensated with a \$15,000.00 stipend issued in the first pay period in December.
  - b. For an employee to be appointed to this position they shall submit in writing Annually to the Board of Fire Commissioners their interest and qualifications for the position. This will be required by the October Board Meeting, If during the time of appointment the member does not wish to act within this appointed position they will in writing request a meeting with the board to relinquish their appointment. They will then not be eligible for reappointment for 2 years. They will also forfeit any stipend or extra payment for that position.
- 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- There will be two schedules due to the current operation of the department.
- a. four (4) Eleven (11) hour workdays
  - b. 24 hours on 72 hours off commonly known as 24/72's.
  - c. 1 work day will equal 11 hours.
- 18.2- Employees assigned to four (4) Eleven (11) hour schedule 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 four (4) eleven (11) hour schedule will work a Monday through Friday work schedule with a rotating day off. (I.e., Week 1, Monday, week 2 Tuesday, Week 3 Wednesday etc.) The hours for this schedule will be 0600-1700.
- 18.4- Employees assigned to the 24/72-hour schedule will work 24 hours on with 72 hours off, the 24/72 hour schedule will work Sunday through Saturday 365 or 366 days per year. Employees assigned to the 24/72-hour schedule will work 2184 hours or 2208 hours per year.
- 18.5- Hours of work for employees assigned to the 24/72-hour schedule will be from 0600-0600 the following morning. For any time off, employees assigned to 24/72 will be split into two (2), 12 hour shifts in a 24 hour period, 6am to 6pm & 6pm to 6am.
- 18.6- The employee assigned to the 24/72-hour schedule shall not be forced to stay more than twelve (12) hours after their shift ends due to a call out or emergency shift coverage.
- 18.7- The employee assigned to the 24/72 schedule will not collect overtime unless working outside of their regularly scheduled shift.
- 18.8 There shall be four (4) 24/72-hour platoons labeled as A, B, C and D respectively. Each platoon shall consist of Two (2) Firefighter/EMTs or one Firefighter/EMT & 1 Fire Officer/EMT. The Board may use a Per-Diem EMT only to fill a shift for time off requests of a Full-time employee, but an EMT only cannot be used to permanently fill a shift for an extended period.
- 18.9 Shift Bids for 24/72's, 4 11's-, All shift picks will be posted in October annually by the Chief or his designee, by the 2nd Friday in November the assigned shifts will be posted for the employees to review. Shifts shall be assigned by seniority Members Selecting 4, 11's will be assigned to the M-F Schedule as stated in 18.2 & 18.3. Management will ensure each day is adequately staffed with properly experienced members. Employees selecting 24/72's will be assigned to A, B, C or D Rotation. they will be assigned partners by management.
- 18.10 All employees regardless of Shift Selection will work the normal Job rotation M-F 7a to

5p. For the remainder of the shift, the employees will fill the spots they switch with the 24/72 employee. and the 24/72 employees will go back to the EMS Assignment for the evening portion of their shifts. At a minimum 4 Employees Shall be assigned to Fire Suppression and 2 Employees Shall be assigned to EMS.

- a. Chauffeur
- b. Nozzle
- c. Irons
- d. Tender
- e. EMS 1
- f. EMS 2
- g. OSV/Ladders (Only filled if staffing levels allow)
- h. Officer (will only be filled by a qualified acting officer in the absence of a sworn officer.)

18.11 All Employees regardless of assignment (Fire or EMS) shall have their Turnout gear available to them during their entire shift in the event they are required to perform firefighting activities even if assigned to EMS.

8.12 It is recommended employees work only a maximum of 24 hours straight, they may work up to a maximum of 36 hours straight to ensure proper staffing for emergency response coverage. It is assumed the employee will have downtime during the shift in which they would be permitted to rest/sleep on the evening portion of their shift to ensure they are in a state of readiness during their shift. The Call volume shall be monitored by the Fire Officers. They shall require a member to take periods of rest if they feel the member must be able to safely perform their job. If a Fire Officer deems the employee needs to be relieved due to the lack of available downtime, they will be placed out of service and an employee will be called in to cover the spot. After 36 hours worked, employees shall be entitled to 12 hours off before being able to work any additional hours.

18.13 The Employer reserves the sole right to amend the employees shift to fit the needs of the department. All Shift amendments which affect adding or subtracting hours or days worked are subject to fair and equitable negotiations between the board and the negotiating committee. Emergent Changes may take place immediately but in good faith, negotiations shall start as soon as possible to ensure a fair and equitable working environment for all involved.

18.14 In the event an employee separates from the department, that employee's shift will be offered to current employees before being offered to a new hire. This will also be done in the order of seniority as that employee may have a more desirable shift to which the current employees would be entitled before the new employee.

## **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. The 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 the 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 the employee is deemed not physically fit for work relative to a permanent disability, he shall be terminated by the Fire District. If the 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 time frame, 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. The employee will be granted a day off to attend, as well as any follow-up visits deemed necessary by the program. The employee will have a doctor complete a district form stating whether the employee is fit or unfit for duty.

## **ARTICLE 21 – SENIORITY**

- 21.1 The Fire District shall establish a seniority list and it shall be brought up-to-date on January 1st of each year and immediately be posted thereafter on the Firehouse and EMS building bulletin boards, for not less than thirty (30) days. A copy of the seniority list will be issued to the secretary of the union. Any objections to the seniority list as posted shall be reported to the Chief of the Department within ten (10) days or it shall stand approved. Any changes to the seniority list will be posted within 10 days of the change and be posted for no less than 30 days.
- 21.2 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.
- 21.3 The seniority list will be maintained by the Chief of the Department. This list will be used for overtime offerings, Future Shift Bids, Transfers, Force List, Etc.

## **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, a 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. A probationary employee may be released from employment for any violation of this contract or District policy without warning and recourse.
- 22.2 Employees on probation shall receive performance reviews at least every three (3) months.
- 22.3 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.
- 22.4 Employees receiving a rating of Unacceptable shall be released from service immediately and without recourse.
- 22.5 Employees receiving a rating of Poor for two (2) consecutive reviews shall be released from service immediately and without recourse.
- 22.6 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.
- 22.7 Employees receiving a rating of Satisfactory or Excellent at their twelve (12) month review shall automatically be removed from probation status.
- 22.8 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 ailment 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 the time of his injury, illness or disability; or until 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 attempting 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 Workers 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) Metal Firefighters 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. (1) ANSI Approved lightweight Rain Jacket
  - j. (2) Long Sleeve Polo Shirts
  - k. (2) Short Sleeve Polo Shirts
  - l. (1) Black Uniform Belt (Last Chance Style)
  - m. (1) Winter Knit hat
  - n. (2) Baseball hat
  - o. (1) pair approved Station Boot
- 24.2 All employee 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.
- a. The Class A uniform will consist of the following:
    - (1) 100% Polyester Blouse jacket- 8 Button, Navy in color with appropriate patches and insignias per district guidelines.
    - (1) Poly Cotton Light Blue Long Sleeve button-down Shirt with appropriate Patches and insignia.
    - (1) Pair of Dress Pants to match blouse coat
    - (1) Black Uniform Tie (Clip-on or Velcro)

- (1) Pair of Uniform Shoes high Gloss
- (1) Firefighters Bell Cap with District Badge
- (1) Pair of White Gloves
- (1) Black Leather Garrison Belt with Silver Buckle
- (1) Fire District Silver Tie bar
- (2) Silver nameplates with F. Last, Title, & Serving Since
- Any additional insignia that shall be attached.

24.6 Any member wishing to purchase a Class A dress uniform before 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) Pair of Structural Approved Fire Boots
- c. (1) Approved Structural Firefighting Helmet
- d. (1) Pair of Structural Firefighting Gloves
- e. (1) Pair of Extrication Type Gloves
- f. (1) Gemtor Rescue Belt or Equivalent.
- g. (1) Safety Glasses
- h. (1) Combat Application Tourniquet with holster
- i. The district will allow an employee to purchase a leather helmet. The employee will be given reimbursement up to the cost of a structural firefighting helmet. Helmets purchased must meet current NFPA standards. Upon termination, the employee will reimburse the 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. The District shall be responsible for replacing any equipment previously mentioned as “Districts responsibility to provide” if such equipment is worn, damaged, expires or no longer meets regulations, subject to the Chief or Commissioners approval. Purchase of any multiples of equipment must be approved by Chief or Commissioners, including Firefighter/Mechanic overalls.

24.9 Any personal PPE items used must be approved by the Fire Chief or Senior Fire Officer in writing prior to being placed into service.

24.10 Each employee, upon the 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.

- 24.11 All Employees covered under this agreement will be permitted to replace their EMS Certification patch with either the Plumsted Twp. FMBA 89 Patch if a Member of FMBA 89 or District Patch.
- 24.12 All Employees covered under this agreement who are Members of FMBA 89, Shall be permitted to wear FMBA Local 89 Tee Shirts, Sweat-Shirts/Apparel while on duty. The Apparel shall be Navy Blue & Have Plumsted Twp. Fire District displayed on it. These items will be at the cost of the Employee.
- 24.13 Navy Blue Uniform Shorts will be permitted for all employees covered under this agreement. The Employee shall wear short black Socks and short black shoes/boots if wearing shorts. Shorts must be at or below the knee, Employees shall carry their PPE regardless of assignment when wearing shorts when responding to calls for service.

**ARTICLE 25 –  
Uniform Allowance-  
See 24.8**

## ARTICLE 26 - HOLIDAYS

- 26.1 The District will recognize the following (9) holidays: New Year's Day, President's Day, Memorial Day, Good Friday, Easter, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- a. When a holiday falls on a weekend or the employee's scheduled day off the employee(s) shall receive an additional floating day off, which must be used within the calendar year after said holiday.
  - b. Holidays will be from Midnight the holiday starts until Midnight the end of the holiday.
  - c. All employees who work holidays will be compensated at 1-1/2 of the hourly rate OR straight time and given a floating day off, to be used within the calendar year after said holiday. This will be the choice of the employee.
  - d. All employees who work overtime on a holiday will be compensated at double their normal hourly rate OR compensated 1-1/2 their hourly rate and a floating day off, to be used within the calendar year after said holiday. This will be the choice of the employee.

## **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 to attend the funeral and arrange for personal affairs. The term "Immediate Family" shall include the employee's spouse, children, step-children, parents, parents-in-law, 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 to attend the Services. The term "Extended Family" shall include the employees, nieces, 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 Line of Duty & Active Duty Deaths (Police, Fire, or EMS), Firefighters of other Departments, or Fire Department/District Family member funerals may be excused paid absences pending there is no interruption in the daily schedules. This will not use any of the employee's earned time off or sick time.

## **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. The overtime rate will be calculated at 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 following 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 on the first of every calendar year and will continue on a rotating basis from most senior employees to most junior employees. 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 are covered in this agreement. Individuals must be qualified to perform duties that are within the position to be filled.
- 28.8 Overtime will be tracked via a spreadsheet or computer-based program. Overtime will be issued based on seniority and equally among the firefighters. 6 hours or greater shall count as the employee's opportunity for overtime. The Fire Officers can use Employees for under 5 hours to cover emergency openings or backfill a shift to ensure the shift is covered adequately. This will rotate per pay period. Overruns/Late Calls do not count against your overtime eligibility. Will be available to the employees to view at any time.



## ARTICLE 29 – WAGES / SALARIES

- 29.1 The salaries of all employees of the District covered by this Agreement shall be as outlined in the table below.
- 29.2 Probationary employees shall receive Step 1 salary at the conclusion of their probationary period.
- 29.3 Probationary Employees will receive a Starting Salary of New Hire/Probationary/Step 1 of the salary guide. Whichever is the first step on the current pay scale.
- 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 The following is the 2022 – 2024 pay Schedule-

EMPLOYEE	TITLE	HIRE DATE	2022 STEP	CURRENT SALARY (2021)	2022 STEP 2%	2023 STEP 2%	2024 Step 5%
GRANT	FF/EMT	02/21/2005	10+	\$62,692.48	\$63,946.33	\$65,225.26	\$68,486.52
PANACEK	FF/EMT	12/07/2006	10+	\$67,998.61	\$64,258.58	\$65,543.75	\$68,820.94
HERBERT	FF/EMT	02/09/2009	10+	\$61,216.38	\$62,440.71	\$63,689.52	\$66,874.00
JAKOB	FF/EMT	11/28/2009	10+	\$60,617.56	\$61,829.91	\$63,066.51	\$66,219.83
KROHN	FF/EMT	05/01/2013	10	\$59,131.71	\$60,314.34	\$61,520.63	\$64,596.66
MILLER	FF/EMT	10/01/2018	4	\$47,873.43	\$48,830.90	\$49,807.52	\$52,297.89
NIWORE	FF/EMT	04/13/2020	2	\$43,687.37	\$44,561.12	\$45,452.34	\$47,724.96
FAAS	PROB FF/EMT	2022	PROB	-----	\$39,265.00	\$40,050.30	\$42,052.82
NEW HIRE	PROB. FF/EMT	2023	PROB	-----	-----	\$39,265.00	\$41,228.25

## **ARTICLE 30 – MUTUAL EXCHANGE OF TIME (MXT)**

- 30.1 All exchanges shall be granted with the approval of the Fire Chief or their 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 shifts 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) workdays on 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) workdays 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 workdays.

## **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**

It shall be understood that 2 Firefighter/EMTs may staff an Ambulance without the need for an acting officer. If a crew of 2 Firefighter/EMT's are assigned a New Employee/Ride-A-Long as a 3rd member of the crew. The Senior Qualified Firefighter/EMT will be provided acting out of title pay. Anytime a weekday shift is absent of a Fire Officer to ride the Right Front Seat of the Fire Apparatus, a Qualified Firefighter/EMT based on Seniority will be assigned to the Acting Officer thus being provided Acting out of Title Pay.

- 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 qualified employee on duty at the time shall assume the acting position before the position is offered to any other employee on duty.
- 34.3 The District further agrees that if overtime is required for an acting fire officer's position, it shall be offered in the order of seniority. If no qualified individual is on shift or scheduled. A Qualified person under this agreement will be called in for the acting position.
- 34.4 A Current List of Qualified Acting Officers Shall be Posted.
- 34.5 Employees shall be paid at the current hourly rate of that position or rank while in the acting position. Or 30% above the top paid Firefighter/EMT whichever is greater.
- 34.6 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 officer's position. As well as the following requirements-
  - Minimum of 3 years as a Full-Time Employee with the district.
  - Firefighter/EMT Certified
  - Possess the NJ DFS Incident Management 1 Certification
  - Complete Pump School from a recognized fire academy or equivalent.
  - Complete Truck School from a recognized fire academy or equivalent.
  - Complete Basic Vehicle Extrication from a recognized fire academy or equivalent.
  - Possess a NJ DFS Fire Officer 1 Certification
  - Complete a NJ DFS Recognized Building Construction Course.
  - Must be a Qualified Driver/Operator on all District Apparatus.
  - Must have FAST/RIT/RIC Awareness & Operations
  - Must have all courses or certifications which are mandatory by the State of New Jersey

## 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 1<sup>st</sup> shall be granted based on seniority. All vacation requests submitted after March 1<sup>st</sup> shall be granted based on a first come first serve basis or denied due to scheduling conflicts

35.3 All yearly vacation days must be used before December 31<sup>st</sup> 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 30<sup>th</sup> 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 before or during his/her vacation, a doctor's certificate shall be required before 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 the 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 a 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 before December 31<sup>st</sup> 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 the 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 is defined as parents, spouse, or child whose illness requires care from the 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 workdays shall be required to submit a doctor's certification or other acceptable medical evidence substantiating the illness.
- 37.5 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 an employee leaves employment before retirement no sick leave will be paid for by the Fire District. At retirement, the 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 removed, violates law.

## **ARTICLE 39 -**

Sick time Buy Back removed, violates law.

## **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.
- 40.4 If an employee assigned EMS duty is in the Gym, an employee assigned to fire protection shall cover their assignment for the 90-minute period to ensure there is no delay of patient care. That employee will be required to cover the covering employee's position for that time period. This must be pre-arranged with the shift officer prior to the Gym Use & temporary assignment change.

## **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 All Employees covered under this agreement Shall be required to complete 2 Live Burns Annually. 1 will be strictly career personnel, The Second may be during extracurricular training but shall be documented and that documentation provided to the Chief or Senior Career Fire Officer.
- 41.3 Employees who have pre-scheduled time off when the career staff burn is planned may be permitted to attend a live burn hosted by the district such as an NEFC#1 Drill Night.
- 41.4 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 how they are compensated.
- 41.5 Employees will be compensated by either overtime, or compensatory time for classes attended during off-shift hours. Any Fire or EMS Classes off-hours will be required to be pre-approved by the Chief or Senior Career Fire Officer of the District and/or the board of Fire Commissioner. If the Class was not pre-approved to attend the employee will not be compensated. This will only be permitted for Minimum CEUs to maintain the employee's Job-Related Certifications. As well as courses not offered during normal working hours.

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 recertification
- c. Fire inspector / Fire Official continuing education courses
- d. Fire Instructor I / Fire Instructor II- Continuing Education Courses

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.

- 41.6 Minimum state mandatory standard recertification hours are not included in the above-listed Section 41.3 of this Article.

41.7 Any additional training required by the District or requested by the employee above the sixty (60) hours outlined 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 overtime rate. These classes may be attended off-hours with compensation with approval of the Chief and/or Board of Fire Commissioners.

## **ARTICLE 42 – EMT RECERTIFICATION**

- 42.1 The District shall provide Emergency Medical Technician (EMT) training (elective credited courses) in-house throughout the year as employees are required to maintain their NJ EMT status.
- a. Employees shall receive CEUs for attending the 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 Captain/EMS Supervisor.
- 42.3 Overtime for CEUs credited courses will be at the discretion of the District.
- 42.4 The District shall allow all employees to maintain their EMT status to attend an EMT refresher at least once every three (3) years.
- a. Employees will receive overtime or compensatory time for attending an 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.



## **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 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 payment received for jury duty.

## **ARTICLE 46 – MISCELLANEOUS DEATH OF AN EMPLOYEE**

46.1 In the event of the death of an employee, the employee's Estate shall receive monetary compensation for 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 to negotiate 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 following the policy outlined in an appendix hereto.
- 48.2 Employees will not be disciplined for testing positive for regulated recreational marijuana, if there is reasonable suspicion an employee is impaired while on duty the Fire Officer on duty will pull that employee from their assignment and they will be brought into occupational health for testing to verify the reasonable suspicion. In the event the employee is under the New Jersey Legal Limit they shall be returned to duty immediately. If the Employee is found to be over the New Jersey Legal Limit they shall be subject to the scale of discipline as described in the policy and procedure manual. If there is no physical limit or blood testing available per New Jersey Law the Employer shall use a Workplace Impairment Recognition Expert (WIRE) to determine if the employee was impaired on the job. In the event NJ law changes prohibiting legal use of Marijuana for Firefighters or EMTs this section will be voided.

## **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. All laid-off employees shall be placed on the New Jersey Statewide Eligibility List (Rice List).
- 49.4 The District will give a minimum of four (4) weeks written notice whenever affecting a layoff.
- 49.5 Any member or officer who is demoted or whose service is terminated because of such reduction in force shall be placed on special employment for 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 the 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 the 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 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 were modified according 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.



## **ARTICLE 52 – Educational/Tuition Reimbursement**

52.1 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 will not be covered.
- b. Reimbursement will be contingent upon successful completion of the course evidenced by a certificate or grade report. Successful completion is defined as a final grade of “C” or better, or, in the case grades are not used, a final result of “Pass” or “Complete”.
- c. Courses/Classes will be taken on employees’ own time and not during work hours.
- d. The following types of programs will be covered in this article. Including but not limited to the following-
  - i. Firefighter/EMT (Any courses defined in fire science program(s), Medically related, Homeland Security, Emergency Management, Public Administration, Etc.) Any other courses will have to be approved by the Board of Fire Commissioners. The Courses shall have some type of Job-Related Subject to be covered under this article.

This Agreement made this 7<sup>th</sup> day of August, in the year 2023 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.

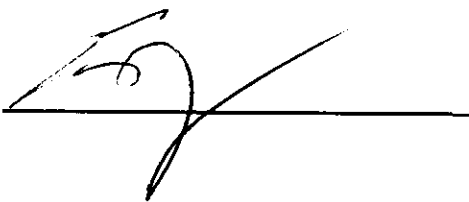
WITNESSETH

Whereas, under said Agreement, ongoing negotiations have been taking place, seeking an Agreement for the calendar years of 2022-2024.

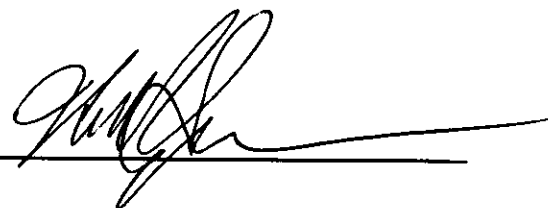
Whereas, it shall be understood that the board will compensate all and any employees back pay affected under this agreement from the beginning of this agreement's date of enactment on January 1, 2022.

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:



ATTEST:



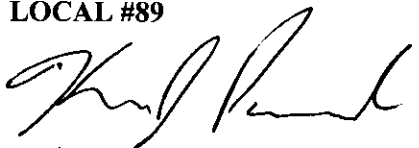
PLUMSTED TOWNSHIP FIRE DISTRICT #1

By:



08/07/23

Robert M. Chronin  
President FMBA 89  
PLUMSTED TOWNSHIP FIRE DISTRICT #1  
FIREMAN'S BENEVOLENT ASSOC.  
LOCAL #89



KEVIN J. PANALOCK  
VICE PRESIDENT FMBA 89

## APPENDIX 1

### Firefighter / EMT Job Description

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 ensures 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, 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.**

## APPENDIX 2

### Firefighter/EMT/Mechanic Job Description

**FIREFIGHTER/EMT/MECHANIC DEFINITION:** In addition to those responsibilities described in Appendix 1; Is responsible for the maintenance and repair of all vehicles in the fire district.

#### EXAMPLES OF WORK:

Supervises the maintenance and repair of all fire district vehicles, including engines, fuel, exhaust, cooling, electrical, suspension, steering, and hydraulic systems and instruments.

Diagnosis malfunctions of vehicles

Schedules vehicle repair and maintenance

Maintains fire district vehicles by lubricating, changing oil and oil filters, recharging batteries, performing tune-ups, and other minor repairs.

Performs mechanical repairs to fire district vehicles, 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 licenses 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.**