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Board of Fire Commissioners
District #2
Old Bridge Township
Middlesex County
New Jersey

Contract Agreement

with

The Old Bridge Township
Career Fire Fighters Association
Local 3311
International Association of Fire Fighters
AFL-CIO-CLC

Effective

JANUARY 1, 2002 – DECEMBER 31, 2004

I. Article I

a. Preamble

This agreement, entered into by and between the Board of Fire Commissioners, District #2, Old Bridge Township, in the County of Middlesex, State of New Jersey, hereinafter called the "Board" and the IAFF, Local 3311 hereinafter referred to as the "employees".

The parties hereto agree that this agreement shall be effective for the term of January 1, 2002 to the end of December 31, 2004.

b. Recognition

The Board hereinafter recognizes the Association as the sole and exclusive representative for all full-time Fire Fighters and the Fire Official.

I.2 Management Rights

a. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States including but without limiting the generality of the foregoing, the following rights:

1. The Executive Management and Administrative control of the Fire District Government and its properties and facilities and the activities of the Board.
2. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Law.
4. The Board retains all power and authority heretofore conferred on or exercised by the Board.

b. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under title 40 N.J.S.

I.3 Discrimination

The Board will not discriminate against any employee because of sex, age, race, creed or religion.

If a dispute arises to whether the Board has discriminated against an employee, it shall be upon the employee to establish and prove such discrimination. The employee shall have the burden of not only going forth with such proof, but presenting facts to establish such discrimination.

I.4 Job Description

I.4.1 Policies, Procedure and work rules and duties shall be promulgated from time to time by the Board, and Association members shall comply with all said rules, regulations, policies, and directives, provided they are in compliance with applicable Federal and State regulations within the Board's management rights.

Duties of each firefighter shall include but not be limited to those described in the attached "**Appendix A,**" JOB DESCRIPTION FOR THE POSITION OF FIREFIGHTER."

I.4.2 Violation of Duty

Any infraction of any duty, responsibility, or obligation by any of the employees shall be considered to be misconduct and shall be cause for disciplinary action, as directed by the Board, including termination of employment.

I.4.3 Charges

All charges against an employee for violation of any provision of this contract shall be in writing and presented to the Board for such action as the Board deems appropriate.

I.4.4 Union Activity and Official Business

The Board shall permit the Association President or his designee time off to attend to official union business of the Association as per N.J.S.A. 40A:14-177.

Contract Agreement negotiation without third party intervention shall be conducted at a place and time of mutual convenience to the parties.

II. Article II

II.1 Work Week

- a. The work week shall be forty-hour (40) a week between Monday and Friday.
- b. The workday shall be eight consecutive hours. Lunch must be taken on the premises. If fire alarm is sounded during lunch, the employee shall immediately respond to the alarm.

- c. The Board reserves the power to stagger any shift and to fix the beginning and ending time between the 0600 and 1800 hours.
- d. The Board shall give an employee in writing no less than two (2) weeks notice prior to any change in working hours, except in the case of an emergency.

II.2 Wages

The following salary guide shall be in effect for unit members from date of hire to seven (7) years of service commencing January 1, 2002 through December 31, 2004. These unit members shall receive an annual increase on the guide only on their anniversary date.

	2002	2003	2004
Probation	25,500		(six months)
1 st	27,000		(six months)
2 nd	29,500		
3 rd	32,900		
4 th	36,300		
5 th	39,800		
6 th	43,200		
7 th	46,600		
8 th	50,000		

The two unit members with fifteen plus years of service, (Michael Hahn and Robert Wilson) will be off the guide. These unit members shall receive a 3% annual salary increase effective January 1, 2002, January 1, 2003 and January 1, 2004.

II.3 Overtime

- a. Overtime shall be deemed to have commenced only after an employee has completed an eight hour work day. It will be deemed terminated when ordered and ended by the officer in charge.
- b. Employees who are required to work overtime shall be compensated at time and one-half.
- c. Overtime shall be calculated and shall accrue in thirty (30) minute intervals.
- d. There shall be a two (2) hour minimum recall for firefighter upon arrival for duty. The recall shall not be applicable for reporting early for a shift or being detained after the conclusion of a shift.
- e. There shall be a fair and equitable distribution of overtime assignments.

- f. Training overtime is at time and one-half (no pay) and will be scheduled off when eight (8) hours is accumulated as manpower permits to be taken at no less than one-half (1/2) day increments.

II.4 Seniority

- a. Seniority shall be established by the date of hiring.
- b. All reductions-in-force shall be accomplished in reverse order of seniority.

II.5 Working Foreman

The Board reserves the right to create a position of Foreman and appoint from within the Paid ranks a person to fill this position based on their selection criteria. This position will have administrative and supervisory responsibilities over all Paid Firemen. This position will report to the Commissioner in charge of the Personnel. The duties and salary of the Foreman will be defined by the Board prior to the implementation of the position.

II.6 Training and Step Increase

- a. Upon employment the employee will have an entry level rank of Firefighter with a starting salary not to exceed \$25,500. To advance to succeeding step as provided below, an employee must successfully complete all schools associated with that step as described in Appendix "B" FIREFIGHTER REQUIREMENTS FOR STEP (CLASS TRAINING) LEVELS, and be approved by the Board. Step levels are as below:
 - 1. To attain step 2 in the salary guide in Article II.2 the requirements of firefighter (entry level) must be met within the first year of employment.
 - 2. To attain step 3 in the salary guide in Article II.2 the requirements of Firefighter 3rd Class must be met, along with the required service time.
 - 3. To attain step 5 in the salary guide in Article II.2 the requirements of Firefighter 2nd Class must be met, along with the required service time.
 - 4. To attain step 7 in the salary guide in Article II.2 the requirements of Firefighter 1st Class, must be met, along with the required service time.
- b. Proper training shall be provided on new equipment or procedure.
- c. The Board will assume the responsibilities of paying all costs associated with required courses (i.e. course fees, course materials, transportation, lodging, etc.) and employee wages for courses attended after normal work hours.

The Board will also be responsible for obtaining quotas on required courses, enrollment of employee into approved courses and verification of successful completion of the course by the employee.

Required courses shall be courses relating to the Fire Service as deemed necessary by the Chief of the Department with approval from the Board.

- d. The Board will assume the responsibility of paying the tuition and course materials for those courses that will lead to a certificate or degree in firematics to those employees who wish to further their education after working hours. Reimbursement of tuition and course materials will only be paid for those courses successfully completed with a passing grade.
- e. The employee will be responsible for the successful completion of the approved courses.

II.7 Dues Deduction/Agency Representation Fees:

The Board shall deduct dues in accordance with that amount as indicated by the Association from each member each pay period and agency representation fees. Said fees will be paid via two (2) separate checks payable to the Association on payday.

Any employee in the bargaining unit on the effective date of this Agreement, who does not join the Association within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Association and the Board. The Association represents that it has established a demand and return system pursuant to statute.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Board in conformance, with this provision. The Association shall intervene in, and defend, an administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend this provision, but shall cooperate with the Association in defending this provision.

III. Article III

III.1 Vacation

- a. Employees shall receive vacation with pay in each calendar year according to the following schedule:
 1. One (1) day for every two (2) months employment for the first calendar year of employment. Employees may not use accumulated vacation until completing six (6) months of service.
 2. Two (2) weeks (10 days) for the second thru fifth calendar year of employment.
 3. Three (3) weeks (15 days) for the sixth thru tenth calendar year of employment.
 4. Four (4) weeks (20 days) for the eleventh calendar year of employment and all years thereafter.
- b. In scheduling five (5) or more consecutive vacation days, seniority shall prevail.
- c. All Vacation time must be used in the current year with the exception of a maximum of five (5) days with the approval of and subject to any special provisions as may be decided by the Board. Request for carry-over vacation must be submitted in writing to the Board by the December business meeting.
- d. Sickness and/or other disabilities that occur during vacation or scheduled vacation time shall be taken as vacation time. Exceptional disabilities will be reviewed by the Board.
- e. Holidays occurring during vacation periods will not be counted as vacation days.
- f. If an employee is terminated for any reason he or his estate shall be paid for accrued vacation. The term estate shall mean the employee's designated beneficiary.
- g. The Board reserves the right to stagger vacation schedules so that adequate coverage is provided.
- h. The tentative vacation schedule for each employee must be submitted in writing to the commissioner in charge on or before May 1st of the current year.
- i. All requests for vacation commencing before May 1st must be submitted to the Commissioner in charge, two weeks in advance for approval. Exception: Vacation days may be taken on same day notice with approval of Commissioner in Charge of Personnel. This is to be done on a limited basis to avoid abuse or privilege.

III.2 Holidays

a. There will be twelve (12) paid Holidays as follows:

- New Year's Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Good Friday
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

Two (2) Floating Holidays

and

One (1) Personal Day

- b. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday nor for the day of unauthorized absence, and such unauthorized absence shall result in charge and possible disciplinary action including possible termination of employment.
- c. Holidays occurring during vacation periods will not be counted as vacation days.

III.3 Bereavement Leave

a. Bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's family.

IMMEDIATE FAMILY (3) DAYS

- Father, Mother, Brother
- Sister, Spouse, Son,
- Daughter

(NON) IMMEDIATE FAMILY (1) DAY

- Step-Father, Step-Mother
- Step-Brother, Step-Sister
- Grandfather, Grandmother
- Uncle, Aunt

b. Employees will be able to call in and take additional days and charge them against sick, vacation, personal days or floating holidays as needed.

IV. Article IV

IV.1 Sick Benefits

- a. Any employee, who is absent for more than ten (10) consecutive working days due to injury or illness, shall be required, at the discretion of the Board, to undergo a physical examination to determine his fitness to return to duty or submit a doctor's certificate indicating that he is fit for duty.

IV.2 Hospitalization

- a. Employees shall be covered by the new revised "PBA plan" which will be administrated by Old Bridge Township on behalf of the Board.

IV.3 Sick Leave

- a. Sick leave is hereby defined to mean absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance on a member of the employee's immediate family seriously ill and requiring the care of such employee. A Doctor's note, at the employee's expense, may be required by the Board after four (4) consecutive sick days.
- b. For the purpose of this agreement, member of the immediate family is interpreted as meaning the employee's wife, child, step child, mother, father, brother, sister, spouse's mother, father, brother, or sister provided said person is living with the employee. In all other instances, such leave is and shall be at the sole discretion of the Board to grant or deny.
- c. Effective upon execution of this Agreement new employees shall accrue one-half (½) sick day per month during the first calendar year of service.
- d. Sick leave is earned by the employee at the rate of ten (10) days for each calendar year after the first year. Unused sick days per annum to be paid out at year-end and at current hourly rate in place.
- e. At termination of employment, the employee shall receive payment of the sick days not otherwise taken or used, subject to "separation" restrictions. In the event of death, said payment shall be made to the designated beneficiary.
- f. One-half of one working day shall be the smallest unit to be considered in computing sick leave used.
- g. Sick leave cannot be allowed for such things as professional services that can be scheduled within the employee's non-working time.
- h. No sick leave shall accrue during a leave of absence of more than 15 days.

IV.4 Disability

IV.4.1 Work Connected Disability

Employees sustaining injury while on duty resulting in absence because of disability shall be compensated as follows:

- a. For 5 days or less will receive full pay and not be charged any sick days.
- b. For more than 5 days:
 1. Salary and benefits paid commencing with the day of disability up to maximum of one (1) year;
 2. All insurance benefits in effect will be paid by the appropriate insurance carrier to the Board;
 3. No sick days charged.

To be eligible for benefits, the employee must provide a written statement from his treating physician indicating the estimate time of disability absence.

Before the employee will be allowed to return to work, he must submit a doctor's certificate indicating that he is fit for duty. The Board, in its discretion, may require the employee to submit to a physical examination. Any such examination will be at the Board's expense.

If the employee fails to report for duty, after being released by his doctor, the employee will be placed in a probationary status, without pay, and the Board shall review the matter to determine if employment will continue.

IV.4.2 Non Work Connected Disability

Employees sustaining injury while not on duty resulting in absence because of disability.

- a. Commencing with the first day of absence, sick days will be charged.
- b. If all sick days have been used, the employee will be placed in a leave of absence status without pay.
- c. If the absence continues for ten (10) consecutive working days the employee must submit a doctor's certificate indicating that he is fit for duty.
- d. Employees suffering from a non-work related disability will be entitled to receive benefits for one (1) year.

V. Article V

V.1 Dismissal or Suspension

The following offenses may lead to dismissal or suspension at the option of the Board or demotion in rank with the equivalent base pay relative to the position. All offenses will be reviewed at an Administrative hearing.

1. Intoxication on duty.
2. Stealing Property of the Board.
3. Falsifying records.
4. Gambling on premises.
5. Failure to report the loss of Driver's License.
6. Absence from premises without authorization.
7. Disobeying direct orders from Commissioner in charge of the employees.
8. Conviction of crime or moral turpitude.
9. Conduct detrimental to good order and discipline.

V.2 Separation

- a. Employees who resign will tender their resignation in writing to the Board, at least two (2) weeks before the effective date of the resignation to provide enough time for processing necessary forms.
- b. All employees will, when leaving the service of the Board complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employees Personal History File as evidence of the satisfaction of all claims against the Board. All gear, keys, property and documents of the Board shall be delivered to the Board before receipt of final compensation.
- c. The discharge of an employee caused by sickness or disability, the employee shall be paid for unused and accumulated sick leave at the prevailing rate. The discharge of an employee for causes other than sickness or disability, there shall be no payment for unused sick leave. The Board may refuse to accept the resignation of any employee against whom any charges are pending or contemplated. With respect to any contemplated charged the same shall be made against the employee within thirty (30) days of any tendered resignation.

- d. Any employee resigning and not giving at least two (2) weeks notice in writing before the effective date or resignation shall be considered “Resigning not in good standing”.

V.3 Retirement Benefits

- a. Employees who have completed the required number of years of service, and having attained the specific age, may apply for retirement as provided for by the State Law.
- b. Mandatory retirement age shall be 65 years of age.
- c. Employee requesting retirement must submit to the Board in writing a statement containing retirement intent and date on which retirement will be effective. The written request must, be turned into the Board six (6) months before the effective date of retirement in order to provide enough time for processing the necessary forms. In the case of disability or unforeseen retirement, notification must be made immediately.
- d. Upon receiving a written statement of retirement from an employee, the Board will process the request in behalf of the employee.
- e. Upon retirement after age 62, the employee has the option of retaining Health Medical Insurance Benefits from a plan acquired by the Board. Premiums to be paid 100% by the employee.

VI. Article VI

VI.1 Uniforms

- a. Effective upon execution of this Agreement in 2004, the Board shall allow an amount of \$950.00 prospectively and thereafter annually to each employee for the maintenance and replacement of uniforms and clothing.
- b. Station Uniform shall consist of the following:
 - 1) Station Uniform to meet or exceed current N.F.P.A. standards.
 - 2) All components of uniform to be Navy Blue in color.
 - 3) Cheesequake Fire Department insignia displayed on the upper portion of the left sleeve.
 - 4) American Flag patch to be displayed on the upper portion of the right sleeve.
 - 5) Department badge displayed over the left breast pocket. Badge to be made of #177-5 chrome scramble with hard red enamel background and contain badge number of Firefighter.

6) Chrome or an acceptable cloth or embroidered nametag displayed over right breast pocket.

7) Quantities:

- 5 Short Sleeve Shirts
- 5 Long Sleeve Shirts
- 5 Pairs of Pants
- 2 Pairs of Boots, 811 color black
- 2 Baseball Caps navy blue in color with C.F.D. insignia
- 2 Sets of Coveralls
- 5 "T" Shirts
- 1 Uniform Jacket

c. Uniforms shall be worn while on duty. Employees shall be responsible for maintaining their uniform in a clean and neat manner. Equipment provided by the Board shall be worn only during employment on behalf of the Board.

VI.2.1 Access to the Board of Fire Commissioners

Any employee covered by this Agreement, shall have the right to consult with the Board concerning any aspect of his employment. A request to do so shall be presented in writing to the Commissioner in charge of personnel.

The request will contain a brief description of the matter, which the employee desires to discuss. On receipt of the written report, the Board shall schedule a hearing at a mutually convenient time, within thirty (30) days.

VI.2.2 Grievances

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Board.

B. Definition

1. The term “grievance” as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association or the Board.

C. Steps of the Grievance Procedure

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One

1. An aggrieved employee shall present his grievance in writing to the Commissioner in Charge of Personnel within ten (10) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, and the said Commissioner. Failure to act within said ten (10) working days, shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
2. The Commissioner shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two

- a. In the event the grievance has not been satisfactorily resolved at Step One, then within ten (10) working days following the determination of the Commissioner in Charge of Personnel, the matter shall be submitted in writing to the Board. Failure to act within ten (10) working days shall be deemed to constitute abandonment of the grievance by the employee/association.

D. Board Grievance

1. Grievances initiated by the Board shall be filed directly with the Association within ten (10) working days after the event giving rise to the grievance has occurred. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on the part of the Board. A meeting shall be held within twenty (20) working days after filing a grievance between representatives of the Board and the Association in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made within ten (10) working days thereafter, it shall be a subject for Arbitration in accordance with that Article.

VI.2.3 Arbitration

- A. If a grievance is not settled, such grievance shall at the request of the Association or Board be referred to the public Employment Relations Commission for the selection of an Arbitrator according to its rules.
- B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases, and he shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
- C. Arbitrator expenses shall be borne equally between the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- D. The Arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The Award of the Arbitrator shall be final and binding on the parties.

VI.3 Limitations

The provisions of this Agreement are limited to and apply only to full time firefighters. No other employee, whether full time or part time, is granted any rights of whatsoever nature under the provisions of this agreement.

VI.4 Miscellaneous

- a. Each employee shall be required to undergo a physical examination every two (2) years at the expense of the Board and a copy of the physical report to be filed in the employee's Personal History File to be kept by the Board's physician, maintaining a doctor-patient confidentiality. The Board will receive a doctor's report stating the employee is or is not fit for duty. If the employee is found incapable of performing his duties, a second physical examination shall be obtained from another physician. The Board shall review both doctor's reports and take any action they deem necessary. The employee, at his request, may receive a copy of the physical report at no cost to him.
 - b. The firefighters acknowledge and agree to Drug testing. Procedures will be negotiated by the parties.
- c. The Board reserves the right to hire qualified temporary employees to do such work normally performed by permanent employees.
- d. Qualifications are the successful completion of the following courses:

- * 1. New Jersey Firefighters Course.
- * 2. HAZ-MAT Awareness Course.
- * 3. HAZ-MAT Operational Course.

* As per State mandate and availability.

e. Employees shall be permitted to attend court for appearance on behalf of the Board, investigations, take medical examinations, without loss of pay as directed by the Board or court of law.

f. Employee requesting a Personal Leave of Absence must submit in writing to the Board, at least three (3) weeks before the effective date of leave, a statement containing the purpose of request, effective date and termination date.

g. On review by the Board, a Personal Leave of Absence may be granted on the terms and conditions set by the Board. If a Personal Leave of Absence is granted, the following will be suspended during the period of the leave of absence.

- 1. Salary
- 2. Accrual of vacation
- 3. Accrual of sick leave
- 4. Accrual of seniority time

f. Jury Leave – All Employees called to serve on Jury Duty shall receive leave for said purpose with pay, provided that prompt notice of the requirement to service is submitted to the Board office and the employee submits proof of attendance at Jury Duty. Those excused from serving on Jury Duty for particular days before the end of the workday must report for work.

VI.5 Effects and Terms of Agreement

This agreement is effective between January 1, 2002 and December 31, 2004.

THE UNION

THE BOARD

APPENDIX “A”

JOB DESCRIPTION FOR THE POSITION OF FIRE FIGHTER

DEFINITION:

During an assigned tour of duty, answers fire alarms and assists in extinguishing fires; when not so engaged, and under the direction of the Fire Captain (UFD) performs the necessary tasks involved in the cleaning and maintaining of fire equipment, apparatus and building; provides appropriate services to the general population; does related work as required.

EXAMPLES OF WORK:

Begins shift activities by attending daily roll call and briefing, and by placing gear in appropriate location in order to expedite response capabilities.

Forces entry to grounds, buildings, elevators, damaged vehicles, and various entrapments, using appropriate hand or power tools, ropes, or ladders, in order to reach scene of emergency or to free victims.

Performs rescue operations by searching for victims, identifying searched areas, and guiding or carrying victims from danger in order to prevent or reduce injury or death.

Assist victims at scene of emergency by administering appropriate treatment in accordance with training (such as First Aid, CPR or E.M.T. treatment) in order to reduce pain, prevent infection, prevent further injury or illness, reduce shock, or restore breathing and circulation.

Loads equipment on vehicles, using knowledge of departmental procedures, in order to facilitate location and removal when needed.

Selects best route to scene of emergency using knowledge of routes of other responding apparatus, and knowledge of streets and information regarding temporary obstructions, repairs, etc., in order to minimize delay in initiating fire fighting procedures.

Drives and operates all apparatus according to departmental and governmental regulations, using knowledge of operating specific vehicle and its handling characteristics and knowledge of vehicle clearances, in order to reach scene of emergency quickly and safely.

Maneuvers apparatus at fire scene, by selecting optimal fire fighting position, considering requirements of other responding companies, and using knowledge of hydrant locations and capacities, in order to maximize department's fire fighting capabilities.

Maintains radio communications with emergency personnel, by listening to an interpreting messages and relaying information, in order to facilitate fire fighting and rescue operations.

Upon arrival at fire scene, distinguishes between false alarms and working fires by questioning onlookers and searching the scene, in order to make most efficient use of department resources.

Upon arrival at emergency scene, reports to officer in charge in order to receive assignment.

Respond and assist other emergency agencies at bomb threat calls.

Identifies fire source and type and anticipates fire behavior by observing smoke and flame conditions and applying knowledge of general fire fighting principles, in order to extinguish fire as rapidly as possible and to prevent fire spread.

Looks for indications of fire cause and protects this evidence for later scrutiny when possible, using knowledge of fire causes and signs of arson, and using sight and smell senses, in order to provide data needed to verify source and cause of fire.

Questions people at scene of fire and writes down responses, using simple interview and report writing techniques, in order to verify that no victims remain in danger, to maintain department records, and for use in determining cause of fire.

Shuts off utilities at fire scene by locating controls, using knowledge of general construction practices and knowledge of operating utility controls within building, in order to reduce or eliminate further hazards.

Carries tools and equipment from apparatus to emergency scene according to current assignment, in order to facilitate extinguishment or rescue, by using knowledge of tool and equipment uses and purposes.

Lays hose and connects to hydrants, standpipes, intake and discharge valves, using hydrant wrench or spanner wrench, in order to deliver water from one point to another.

In instances when pre-connected nozzles are inadequate for extinguishment, selects and uses specialized nozzles, using knowledge of departmental equipment and fire conditions.

Carries or drags charged hose-lines of varying diameters, and directs water stream at, or as near as possible to source of fire or other target, in order to extinguish fire or to cool given target, and to prevent ignition, using physical strength and manual dexterity and knowledge of hose techniques.

Ventilates burning structures using hand or power tools, charged hose or ventilation fans in order to remove heat, smoke, and noxious fumes.

Transports tools, equipment, and/or people to desired location, using specialized rope harness, in order to facilitate fire fighting or rescue operations.

Performs preparatory operations, in order to deliver water discharge lines by putting engine in pump gear, supplying water to pump either from tank or hydrant, increasing throttle setting, and opening appropriate discharge valves.

Determines required pump pressure, in order to provide proper nozzle pressure for each line being supplied, using hydraulic formulas, knowledge of number of lines being supplied, length and relative elevation of each, pressure gauge reading for each, friction loss for hose, and any special nozzles being used.

Follows pump operation safety procedures in order to protect fire fighters and equipment by locking engine in pump gear, chocking wheels, setting relief valve, monitoring tachometer, monitoring intake gauge, and monitoring water pressure in all discharge lines.

Drafts water from a static source, when water mains are unavailable or inadequate, in order to supply discharge lines by laying and coupling hard suction hoses, priming pump, and operating pump panel according to proper procedures.

Performs troubleshooting operations in order to maintain adequate water supply by replacing or making temporary repairs to damaged hose, hooking to an alternate hydrant, or requesting a feed line from another company, or attaching and supplying additional discharge lines.

Extinguishes small fires in order to maximize response efficiency, using booster line or portable extinguisher and applying knowledge of fire types and appropriate fire fighting techniques for each.

Locates and exposes hidden structural fires, using senses and appropriate tools, in order to prevent spreading or rekindling.

Stabilizes aerial ladder or basket truck with wheel chock, jacks, and/or outriggers, in order to prevent truck from rolling or tipping by operating outrigger control panel, or jack crank, and by placing chocks in front of wheels.

Raises, lowers, and positions straight ladders at fire scene, in order to assist in fire extinguishment or rescue, by selecting the appropriate sized ladder for the situation, and by transporting and positioning ladder according to approved techniques.

Raises, lowers, and maneuvers aerial ladders or baskets from ground using knowledge of operating ground controls, and potential hazards in positioning ladder or basket, and handling characteristics of ladder or basket, in order to deliver personnel or equipment to needed location.

Climbs and operates from all ladders belonging to department, without debilitating fear of height, proper techniques for climbing, dismounting, and attaching safety equipment, and ability to maintain balance of ladder, in order to effect rescue and to deliver equipment of water to fire scene.

Operates master stream appliance or deluge gun, in order to deliver largest possible water volume, by connecting hose to and stabilizing appliance (if not pre-connected or pre-mounted), and aiming nozzle properly.

Operates portable generating equipment in order to provide electrical power, when needed, using knowledge of operating procedures for that equipment.

Promotes personal safety by wearing protective gear in order to maintain fire fighting capabilities.

Inventories and replaces all equipment on apparatus before leaving the fire scene, using knowledge of all equipment and where it is carried, in order to prevent loss of equipment and to assure its readiness for future use.

Identifies and removes or provides special protection for flammable or hazardous materials, using knowledge or components of materials, recognizing hazardous material symbols, and referring to manual of special fire fighting techniques, in order to prevent fire spread explosion, and release of toxic fumes.

Protects fire fighters by removing or reinforcing weakened structural parts in order to prevent injury.

After fire has been extinguished, secures or covers opening created by fire or fire fighters, using common hand tools and covering materials, in order to protect the building and its contents from weather, theft, and vandalism.

Removes water, debris, and items likely to rekindle from building in order to prevent or reduce further damage and create goodwill by carrying, throwing, or shoveling items from building or using mops or water vacuum.

Pumps out flooded buildings, using appropriate drafting equipment and techniques, in order to prevent potential health and safety hazards and further structural damage.

Covers or removes petroleum products on roadway in order to reduce fire hazard and slippery road conditions by spreading sand or other appropriate agents.

Tours sites and notes locations of fire fighting resources, corridors and exits and hazardous materials.

Ensures compliance with safety regulations regarding equipment and supply storage and accessibility of escape routes, through inspections if necessary, in order to minimize fire loss.

Maintains records of all inspection activities in order to maximize departmental efficiency, by recording findings, preparing floor plans of targeted sites, and noting civilians with special needs.

Processes alarm by eliciting location and nature of emergency, determining from district map company responsibilities and recording information in appropriate locations (blackboard, log book), in order to facilitate response of first line and later arriving personnel.

Keeps peer and officers informed of local and neighboring emergencies by monitoring appropriate radio frequencies and relaying relevant information, in order to maximize response capabilities.

Maintains daily log of all house activities by recording information such as time and nature of alarms, units responding, arrival and departure times and names of visitors, assignments, maintenance performed during his tour of duty, time and nature of phone calls, and time and nature of any unusual events, in order to provide documentation of house activities for possible future reference.

Inspects and inventories equipment such as first aid supplies, foam supply, batteries, and hand tools using check list, preparing replacement or repair lists, and recording dispensing of equipment, in order to maximize response capabilities, as directed by the Supervisor in Charge.

Promotes community fire prevention activities by conducting and timing school fire drills, demonstrating apparatus at school, parades, and other community events, explaining fire fighting activities and fire prevention practices, including the use of smoke detectors at schools and community organization meetings, and conducting tours of firehouse in order to minimize fire losses in the community.

Maintains firehouse and grounds by performing typical household chores and maintenance activities in order to provide generally pleasant and sanitary living and working conditions.

Makes minor repairs to Board owned or leased property only in the firehouse using knowledge of elementary plumbing, carpentry, and electricity using appropriate hand tools in order to prevent major structural defects. Reports major repair/maintenance needs to appropriate Fire Company or Board personnel.

Maintains apparatus, tools, equipment and protective gear in proper order, using departmental procedures, to ensure their being in operating condition when needed.

Performs necessary service/maintenance operations on fire vehicles or notifies appropriate service personnel, using standard procedures, in order to ensure response readiness.

Checks all tools and equipment on fire apparatus by visual inspection as set by standard operating procedures, in order to ensure that they are in proper locations and in working order when needed.

Maintains self-contained breathing apparatus as needed, in order to ensure their availability and proper function.

Maintains hose supply by testing strength and cleaning hose and couplings in order to prevent blockages or failure during emergency use.

Inspects rope by visually checking for wear in order to promote safety for fire fighters and civilians.

Maintains extinguishers in operating condition by checking volume of extinguishing agent as shown on gauge and by testing operation and refilling (or having refilled) when needed, in order to ensure response readiness.

Inspect hydrants by removing caps, removing foreign objects, attaching and reading pressure gauge, observing water supply, removing ice or snow to ensure adequate water supply in time of emergency.

Knowledge of simple mechanical principles involving levers, pulleys, gears and inclined planes.

Ability to perform strenuous physical activities, such as lifting heavy fire fighting 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 carry out instructions.

Ability to record information in written form and on appropriate forms of recording data.

Ability to function independently and without direct supervision.

Ability to think clearly and to apply knowledge under stressful conditions and to handle more than one task at a time.

Ability to work closely with people, functioning as a team member, to exercise tact or diplomacy and display compassion, understanding and patience.

Ability to learn to use and maintain fire fighting equipment and to learn the theory necessary for effective fire fighting and equipment operation.

Ability to learn the basic techniques of fighting fires and rendering first aid.

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.

Each employee shall be assigned to a house or detail under the direction of the commissioner in charge of personnel.

Employee shall, in no case, fail to render assistance for the protection of property of persons if called upon.

Employee shall report his place of residence and phone numbers to the Fire Captain (UFD), in writing, within 24 hours of a change in residency or telephone number.

Employee shall remain in station, unless assigned elsewhere, and may leave only after being dispatched or when doing authorized Board business.

Every employee shall, have radio contact with Police and Fire Headquarters when out of station.

Employee shall, while on duty, conduct himself in a civil and orderly manner, maintaining decorum, command of temper and exercise patience and discretion as the occasion may require.

Employee shall extend full cooperation to other Township Departments when required.

Employee shall report for duty at the prescribed hour, in the regulation uniform.

Employees shall answer all alarms with dispatch, by direct route, advising Police Headquarters (by radio) of his arrival on scene.

Employee shall use standard radio procedures, keeping all messages short, direct and concise, speaking in a loud and clear voice.

Employees shall report all thefts and damages of Board property IMMEDIATELY to the Fire Captain (UFD) and a report sent to the Board.

Employee shall answer the telephone in a courteous manner, giving his name and the name of the station.

Employee shall, in case of sickness, notify the Fire Captain (UFD) as soon as possible, before the tour of duty begins.

Employee shall report any equipment missing from apparatus or failed to be returned after a fire, to the Fire Captain (UFD).

Employee shall be careful to protect from waste or abuse, all Board property at all times.

When answering alarms, apparatus will be operated in a safe manner, following Department S.O.P.'s as promulgated by the Board.

Employee shall make a report (in writing) to the Fire Captain (UFD) on insurance forms, of all physical injury to himself within 48 hours.

Employee shall notify the Fire Captain (UFD) in a timely manner of all accidents involving Board vehicles by Board employees and a written report within 24 hours.

Employee shall carry with him on the apparatus, or other means of transportation while on duty, a clipboard, paper and pencil.

Employee shall pay particular attention to fire hazards and hazardous conditions within the Fire District and report same to the Fire Captain (UFD).

When notified by a Superior Officer, of any dereliction of duty, he shall immediately explain the facts to the Superior Officer.

Employee shall report, in writing, the circumstances regarding the loss of any equipment issued to him immediately to the Fire Captain (UFD).

Employee shall report to the Fire Captain (UFD) all disputes and problems with the general public, vendors, other firefighter or anyone else having to do with his position.

All communications relating to official business of the Board, shall be transmitted through official channels as follows:

- Through the Fire Captain (UFD)
- Through the Commissioner in Charge of Personnel
- Through the Board

Grievance matters, however, will follow the procedures outlined elsewhere in this Contract Agreement.

Employee shall consider himself available for duty or recall at all times.

APPENDIX “B”

FIREFIGHTER REQUIREMENTS

STEP CLASS TRAINING LEVELS

1. Firefighter (Entry Level):
 - *a. Attend the N.J. State Firefighter Course.
 - *b. Attend HAZ-MAT Awareness Course.
 - *c. Attend HAZ-MAT Operational Course.

2. Firefighter 3rd Class:
 - a. Firefighter for two (2) years.
 - *b. Satisfactory Completion of Fire Fighter II & III.
 - c. Attend Advanced Pump Operations Course.
 - d. Attend Advanced Truck Company Operators Course.
 - e. Satisfactory Completion of Emergency Vehicle Operations Course.
 - f. Attend Rope Rescue/Training Course.

3. Firefighter 2nd Class:
 - a. Firefighter 3rd Class for two (2) years.
 - b. Attend Officer Training Course.
 - *c. Attend Hazardous Materials Technician Course.

4. Firefighter 1st Class:
 - a. Firefighter 2nd Class for two (2) years.
 - b. Attend Staff & Command School.
 - *c. Attend HAZ-MAT Specialist Course.
 - *d. Completion Of The State Bureau of Fire Official/Inspector Course.
 - e. Optional: FIREFIGHTER – E.M.T.
Satisfactory complete and certification as a New Jersey Licensed EMERGENCY MEDICAL TECH.

*As per State mandate and availability.

Board of fire.appendixA2

Board of Fire Commissioners
District #2
Old Bridge Township
Middlesex County
New Jersey

ADMINISTRATIVE PROCEDURE
COVERING THE POSITION OF
FIRE OFFICIAL
SUPPLEMENT TO THE
CONTRACT AGREEMENT
WITH
THE OLD BRIDGE TOWNSHIP
CAREER FIREFIGHTERS ASSOCIATION
LOCAL 3311
IAFF: AFL-CIO-CLC
January 1, 2002 to December 31, 2004

ADMINISTRATIVE PROCEDURE – FIRE OFFICIAL – INDEX PAGE

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I.1 Article I

a. Preamble

This agreement, entered into by and between the Board of Fire Commissioners, District #2, Old Bridge Township, in the County of Middlesex, State of New Jersey, hereinafter called the "Board" and the IAFF, Local 3311 hereinafter referred to as the "employees".

The parties hereto agree that this agreement shall be effective for the term of January 1, 2002 to the end of December 31, 2004.

b. Recognition

The Board hereinafter recognizes the Association as the sole and exclusive representative for the Fire Official.

I.2 Management Rights

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.
- B. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under title 40 N.J.S. and the New Jersey Uniform Fire Code title 5:70 et seq.

I.3 Position Description

The position description of the Fire Official shall be as defined in the New Jersey Uniform Fire Code title 5:70 et seq. and local duties as defined by the Board of Fire Commissioners. (SEE ATTACHMENT A)

I.4 Violation of Duty

Any infraction of any duty, responsibility, or obligation by the employee shall be considered to be misconduct and shall be cause for disciplinary action, as directed by the Board, including termination of employment.

I.4.1 Charges

All charges against an employee for violation of any provision of this Administrative Procedure shall be in writing and presented to the Board for such action as the Board deems necessary.

II. Article II

II.1 Work Week

- a. The workweek shall be forty (40) hours a week between Monday and Friday.
- b. The workday shall be eight (8) consecutive hours in duration and arranged to meet forecasted work loads and scheduled events.
- c. The Board reserves the power to stagger any shift and to fix the beginning and ending time of a given shift. Typical workday is 7:30 A.M. – 3:30 P.M.
- d. The Board shall give an employee in writing no less than two (2) weeks notice prior to any change in working hours, except in the case of an emergency.

II.2 Salary and Wages

Annual salary increases shall be established as below:

Effective January 1, 2002 - 4%
Effective January 1, 2003 - 4.5%
Effective January 1, 2004 - 5%

II.3 Overtime

- a. Overtime shall be deemed to have commenced only after an employee has completed an eight-hour workday.
- b. Employees who are required to work overtime shall be permitted equal time plus one-half.
- c. Overtime shall be calculated and shall accrue in thirty (30) minute intervals.

II.4 School

- a. The Board will assume the responsibilities of paying all costs associated with required courses to maintain certification with the State Department of Community Affairs (i.e. course fees, materials, transportation, lodging, etc.).
- b. The employee will be responsible for the successful completion of the approved courses.

II.5 Dues Deduction/Agency Representation Fees

The Board shall deduct dues in accordance with that amount as indicated by the Association from each member each pay period and agency representation fees, all subject to the terms, conditions, indemnification, etc., outlined in the Old Bridge Township Career Fire Fighters Association Contract Agreement (Section II.7) of which this Administrative Procedure is a part. Said fees will be paid via two (2) separate checks payable to the Association on payday.

III. Article III

III.1 Vacation

- a. Employees shall receive vacation with pay in each calendar year according to the following schedule:
 1. One (1) day for every two (2) months employment for the first calendar year of employment. Employees may not use accumulated vacation until completing six (6) months of service.
 2. Two (2) weeks (10 days) for the second thru fifth calendar year of employment.
 3. Three (3) weeks (15 days) for the sixth thru tenth calendar year of employment.
 4. Four (4) weeks (20 days) for the eleventh calendar year of employment and all years thereafter.
- a. All vacation time must be used in the current year.
- b. Sickness and/or other disabilities which occur during vacation or scheduled vacation time, shall be taken as vacation time.
- c. Holidays occurring during vacation periods will not be counted as vacation days.

- d. The Board reserves the right to stagger vacation schedules so that adequate coverage is provided.

III.2 Holidays

- a. There will be eleven (11) paid Holidays as follows:

New Year's Day
President's Day
Memorial Day
Fourth of July
Good Friday
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas

One (1) Floating Holiday

- b. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday nor for the day of unauthorized absence, and such unauthorized absence shall result in charges and possible disciplinary action including possible termination of employment.
- c. Holidays occurring during vacation periods will not be counted as vacation days.

III.3 Bereavement Leave

- a. Bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's family.

IMMEDIATE FAMILY (3) DAYS

Father, Mother, Brother
Sister, Spouse, Son,
Daughter

(NON) IMMEDIATE FAMILY (1) DAY

Step-Father, Step-Mother
Step-Brother, Step-Sister
Grandfather, Grandmother
Uncle, Aunt

- b. Employee will be able to call in and take additional days and charge them against sick, vacation or floating holidays as needed.

IV. Article

IV.1 Sick Benefits

- a. Any employee who is absent for more than ten (10) consecutive working days due to injury or illness, shall be required, at the discretion of the Board, to undergo a physical examination to determine his fitness to return to duty or submit a doctor's certificate indicating that he is fit for duty.

IV.2 Hospitalization

- a. Employee shall be covered by the new revised "PBA plan" which will be administrated by Old Bridge Township on behalf of the Board.

IV.3 Sick Leave

- a. Sick leave is hereby defined to mean absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance on a member of the employee's immediate family seriously ill and requiring the care of such employee. A Doctor's note, at the employee's expense, may be required by the Board after four (4) consecutive sick days.
- b. Sick leave is earned by the employee at the rate of ten (10) days for each calendar year after one year of service. All sick days must be used by the end of the calendar year. The employee will be paid at current salary rate for all sick days not used. There will be no carry-over of sick days.

IV.4 Disability

IV.4.1 Work Connected Disability

Employees sustaining injury while on duty resulting in absence because of disability shall be compensated as follows:

- a. For 5 days or less will receive full pay.
- b. For more than 5 days:
 1. Salary and benefits paid commencing with the day of disability up to maximum of one (1) year.
 2. All insurance benefits in effect will be paid by the appropriate insurance carrier to the Board.
 3. No sick days charged.

To be eligible for benefits, the employee must provide a written statement from his treating physician indicating the estimated time of disability absence.

Before the employee will be allowed to return to work, he must submit a doctor's certificate indicating that he is fit for duty. The Board, in its discretion, may require the employee to submit to a physical examination. Any such examination will be at the Board's expense.

If the employee fails to report for duty, after being released by his doctor, the employee will be placed in a probationary status, without pay, and the Board shall review the matter to determine if employment will continue.

IV.4.2 Non-Work Connected Disability

Employees sustaining injury while not on duty resulting in absence because of disability.

- a. Commencing with the first day of absence, sick days will be charged.
- b. If all sick days have been used, the employee will be placed in a leave of absence status without pay.
- c. If the absence continues for ten (10) consecutive working days, the employee must submit a doctor's certificate indicating that he is fit for duty.
- d. Employees suffering from a non-work related disability will be entitled to receive benefits for one (1) year.

V. Article V

V.1 Dismissal or Suspension

The following offenses may lead to dismissal or suspension at the option of the Board. All offenses will be reviewed at a meeting or hearing to be held by the Board.

1. Intoxication on duty
2. Stealing Property of the Board
3. Falsifying records
4. Gambling on premises
5. Loss of Driver's License, other required licenses or certification pursuant to terms of the Administrative Procedures
6. Disobeying direct orders from Commissioner in charge of Paid Personnel
7. Conviction of crime or moral turpitude

8. Conduct detrimental to good order and discipline

V.2 Separation

- a. Employees who resign will tender their resignation in writing to the Board, at least two (2) weeks before the effective date of the resignation to provide enough time for processing necessary forms.
- b. The employee will, when leaving the service of the Board, complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employees Personal History File as evidence of the satisfaction of all claims against the Board. All gear, keys, property and documents of the Board shall be delivered to the Board before receipt of final compensation.
- c. The discharge of an employee caused by sickness or disability, the employee shall be paid for unused vacation and any earned compensatory time. The discharge of an employee for causes other than sickness or disability, there shall be no payment for unused vacation.

V.3 Retirement Benefits

- a. Employees who have completed the required number of years of service, and having attained the specific age, may apply for retirement as provided for by the State Law.
- b. Employee requesting retirement must submit to the Board in writing a statement containing retirement intent and date on which retirement will be effective. The written request must be turned into the Board six (6) months before the effective date of retirement, in order to provide enough time for processing the necessary forms. In the case of disability or unforeseen retirement, notification must be made immediately.
- c. Upon receiving a written statement of retirement from an employee, the Board will process the request on behalf of the employee.

VI. Article VI

VI.1 Uniforms

- a. Effective upon execution of this Agreement the Board shall allow an amount of \$950.00 prospectively and thereafter annually to each employee for the maintenance and replacement of uniforms and clothing.
- b. In the event that an employee shall terminate his employment, for any reason, all uniforms will be returned to the Board.

- c. Uniforms shall be worn while on duty. Employees shall be responsible for maintaining their uniform in a clean and neat manner. Uniforms (SEE ATTACHMENT B) provided by the Board shall be worn only during employment on behalf of the Board.

VI.2. Access to the Board of Fire Commissioners

The employee covered by this agreement shall have the right to consult with the Board concerning any aspect of his employment. A request to do so shall be presented in writing to the Commissioner in charge of Paid Personnel.

The request will contain a brief description of the matter which the employee desires to discuss. On receipt of the written report, the Board shall schedule a hearing at a mutually convenient time.

VI.3 Limitations

The provisions of this Agreement are limited to and apply only to the Fire Official. No other employee, whether full time or part time, is granted any rights of whatsoever nature under the provisions of this agreement.

VI.4 Miscellaneous

- a. Employee shall be permitted to attend court for appearance on behalf of the Board, investigations, without loss of pay as directed by the Board as deemed necessary.
- b. The Fire Official acknowledges and agrees to Drug testing. Procedures will be negotiated by the parties.

Employee requesting a Personal Leave of Absence must submit in writing to the Board, at least three (3) weeks before the effective date of leave, a statement containing the purpose of request, effective date and termination date.

On review by the Board, a Personal Leave of Absence may be granted on the terms and conditions set by the Board. If a Personal Leave of Absence is granted, the following will be suspended during the period of leave of absence:

1. Salary
2. Vacation
3. Benefits

- c. Employee shall be permitted to attend one conference per year as deemed necessary subject to the approval of the Board. The Board will assume the

responsibilities of paying all costs associated with the conference (i.e., hotel, meals, transportation and conference fees).

- d. Jury Leave – All employees called to service on Jury Duty shall receive leave for said purpose with pay, provided that prompt notice of requirement to serve is submitted to the Board office and the employee submits proof of attendance at Jury Duty. Those excused from serving on Jury Duty for particular days before the end of the work day must report for work.

VI.5 Discipline

- a. If the employee shall violate any of the terms of this contract as determined in the sole discretion of the Board, the Board may undertake the following actions:
 - (1) Verbal reprimand;
 - (2) Written reprimand not placed in the file of the Employee;
 - (3) Written reprimand placed in the file of the Employee;
 - (4) Hearing before the Board resulting in (a) suspension with pay (Employee may use vacation); (b) suspension without pay; and (c) termination.
- b. The above step used shall be dependent upon the severity of the offense as determined within the sole discretion of the Board. The Employee shall be entitled to a ten (10) day prior written notice of the hearing of such other notice as provided by New Jersey law and a right to legal representation relative to same.

VI.6 Grievance Procedure

The employee may avail himself of the formal Grievance and Arbitration Procedures as outlined in the Contract Agreement with the Old Bridge Township Career Firefighters Association, Sections VI.2.2 and VI.2.3, of which this is a supplement.

VI.7 Commitments Binding on Board Only On Written Consent

- a. Anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that the Employee shall not have the right to make any contracts or commitments for or on behalf of the Board without the written consent and express authorization of the Board.

VI.8 Non Disclosure of Information Concerning Business

- a. Unless his job requires that he do so, the Employee specifically agrees that he will not, at any time in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information of any kind, nature or description concerning any matters affecting or relating to the business of the Board, including without limiting the generality of the foregoing, the names and amounts owed to the Board by any of its customers or any other information of, about or concerning the business of the Board, its manner of operation, its plans, processes or other data of any kind, nature or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important; the parties hereto stipulating that as between them the same are important, material and confidential and gravely affect the effective and successful conduct of the business of the Board and its good will and that any breach of the terms of this paragraph is a material breach hereof.

Fire.official.contract5

ATTACHMENT A

FIRE OFFICIAL JOB DESCRIPTION

DEFINITION:

The position description of the Fire Official shall be as defined in the New Jersey Uniform Fire Code title 5:70 et seq. and local duties as defined by the Board of Fire Commissioners.

The primary duties of the Fire Official shall be as defined in the New Jersey Uniform Fire Code title 5:70 et seq. and local duties of the Fire Official are, but not limited to the following:

- a. Employee will have such regular working hours as are defined in F/O Contract Article II.1.
- b. Employee shall, in no case, fail to render assistance for the protection of property or persons if called upon.
- c. Employee shall report his place of residence and phone number to the Commissioner in Charge of Paid Personnel in writing, within 24 hours of a change in residency or telephone number.
- d. Employee shall, while on duty, conduct himself in a civil and orderly manner, maintaining decorum, command of temper and exercise patience and discretion as the occasion may require.
- e. Employee shall act in a civil and respectful manner, not only to the public, but also to the Superior Officers and Fellow Firemen.
- f. Employee shall extend full cooperation to other Township Departments when required.
- g. Employee shall report for duty at the prescribed hour, in the regulation uniform.
- h. Employee shall maintain a desk-log in the designated office recording fire prevention activities.

Page 2
Fire Official Job Description

- i. Employee shall use standard radio procedure, keeping all messages short, direct and concise, speaking in a loud and clear voice.
- j. Employee shall report all thefts and damages of Board property IMMEDIATELY to the Commissioner in Charge of Paid Personnel and a report sent to the Board.
- k. Employee shall answer the telephone in a courteous manner, giving his name and title.
- l. Employee shall, in case of sickness, notify the Commissioner in Charge as soon as possible, before the tour of duty begins.
- m. Employee shall protect from waste or abuse all Board property.
- n. When using apparatus, apparatus will be operated in a safe manner, observing traffic signals and laws, using the emergency lights and siren, when necessary to obtain the right of way.
- o. Employee shall make a report (in writing) to the Commissioner in charge of Paid Personnel on insurance forms of all physical injury to himself within 48 hours.
- p. Employee shall make a written report of all accidents involving Board vehicles, to the Commissioner in Charge of Paid Personnel within 24 hours.
- q. Employee shall report, in writing, the circumstances regarding the loss of any equipment issued to him immediately to the Commissioner in Charge of Paid Personnel.
- r. Employee shall report to the Commissioner in Charge of Paid Personnel all disputes and problems with the general public, vendors, other firemen or anyone else having to do with his position.

- s. Employee shall not be permitted to solicit for, or suggest to any person receiving a fire inspection, any purveyor of fire equipment or fire equipment service.
- t. Employee shall not be allowed to receive any present, gift or gratuity from any member of the public for any act, omission or forbearance in performance of his duty.
- u. Employee shall not consume any intoxicant while on duty, and shall not report for duty while under the influence of any intoxicant.
- v. Employee shall not violate any criminal law or be guilty of immoral or improper conduct while on duty.
- w. All communications relating to official business of the Board, shall be transmitted through official channels as follows:
 - Through the Commissioner in Charge of Paid Personnel
 - Through the Board
- x. A monthly projection of fire inspections shall be submitted to the Board at the regular monthly business meeting.
- y. Fire Official is solely responsible for all Fire Prevention inspections assigned by the Board of Fire Commissioners. Fire District #2, Township of Old Bridge.
- z. Employee shall show a valid driver's license and a copy will remain on file.

QUALIFICATION INCENTIVE:

- a: The employee, to properly serve in this position of Fire Official, shall have the following licenses:
 - (1) ICS – Industrial Construction Schooling License;
 - (2) HHS – High Hazard Schooling License;

Fire Official Job Description

- (3) Fire Official Certification as provided by the Department of Community Affairs;
- (4) Sub Code License as provided by the Department of Community Affairs;
and
- (5) Valid New Jersey driver's license.

Proof of the foregoing shall be provided to the Employer prior to employment and shall be a condition precedent to employment. These licenses must be maintained during the period of employment.

ATTACHMENT B

Station Uniforms shall consist of the following:

- 1) Station Uniform to meet or exceed current N.F.P.A. standards.
- 2) All components of uniform to be Navy Blue in color.
- 3) Cheesquake Fire Department insignia displayed on the upper portion of the left sleeve.
- 4) American Flag patch to be displayed on the upper portion of the right sleeve.
- 5) Department badge to be made of #177-5 gold scramble with hard red enamel background and contain badge number of Fire Official.
- 6) Gold name tag displayed over right breast pocket.
- 7) Quantities:

- 5 Short Sleeve Shirts
- 5 Long Sleeve Shirts
- 5 Pairs of Pants
- 2 Pairs of Boots, 8" color black
- 2 Baseball Caps navy blue in color with C.F.D. insignia
- 2 Sets of Coveralls
- 5 "T" Shirts
- 1 Uniform Jacket

Employees

Commissioners

APPENDIX “A”

JOB DESCRIPTION FOR THE POSITION OF FIRE FIGHTER

DEFINITION:

During an assigned tour of duty, answers fire alarms and assists in extinguishing fires; when not so engaged, and under the direction of the Fire Captain (UFD) performs the necessary tasks involved in the cleaning and maintaining of fire equipment, apparatus and building; provides appropriate services to the general population; does related work as required.

EXAMPLES OF WORK:

Begins shift activities by attending daily roll call and briefing, and by placing gear in appropriate location in order to expedite response capabilities.

Forces entry to grounds, buildings, elevators, damaged vehicles, and various entrapments, using appropriate hand or power tools, ropes, or ladders, in order to reach scene of emergency or to free victims.

Performs rescue operations by searching for victims, identifying searched areas, and guiding or carrying victims from danger in order to prevent or reduce injury or death.

Assist victims at scene of emergency by administering appropriate treatment in accordance with training (such as First Aid, CPR or E.M.T. treatment) in order to reduce pain, prevent infection, prevent further injury or illness, reduce shock, or restore breathing and circulation.

Loads equipment on vehicles, using knowledge of departmental procedures, in order to facilitate location and removal when needed.

Selects best route to scene of emergency using knowledge of routes of other responding apparatus, and knowledge of streets and information regarding temporary obstructions, repairs, etc., in order to minimize delay in initiating fire fighting procedures.

Drives and operates all apparatus according to departmental and governmental regulations, using knowledge of operating specific vehicle and its handling characteristics and knowledge of vehicle clearances, in order to reach scene of emergency quickly and safely.

Maneuvers apparatus at fire scene, by selecting optimal fire fighting position, considering requirements of other responding companies, and using knowledge of hydrant locations and capacities, in order to maximize department's fire fighting capabilities.

Maintains radio communications with emergency personnel, by listening to an interpreting messages and relaying information, in order to facilitate fire fighting and rescue operations.

Upon arrival at fire scene, distinguishes between false alarms and working fires by questioning onlookers and searching the scene, in order to make most efficient use of department resources.

Upon arrival at emergency scene, reports to officer in charge in order to receive assignment.

Respond and assist other emergency agencies at bomb threat calls.

Identifies fire source and type and anticipates fire behavior by observing smoke and flame conditions and applying knowledge of general fire fighting principles, in order to extinguish fire as rapidly as possible and to prevent fire spread.

Looks for indications of fire cause and protects this evidence for later scrutiny when possible, using knowledge of fire causes and signs of arson, and using sight and smell senses, in order to provide data needed to verify source and cause of fire.

Questions people at scene of fire and writes down responses, using simple interview and report writing techniques, in order to verify that no victims remain in danger, to maintain department records, and for use in determining cause of fire.

Shuts off utilities at fire scene by locating controls, using knowledge of general construction practices and knowledge of operating utility controls within building, in order to reduce or eliminate further hazards.

Carries tools and equipment from apparatus to emergency scene according to current assignment, in order to facilitate extinguishment or rescue, by using knowledge of tool and equipment uses and purposes.

Lays hose and connects to hydrants, standpipes, intake and discharge valves, using hydrant wrench or spanner wrench, in order to deliver water from one point to another.

In instances when pre-connected nozzles are inadequate for extinguishment, selects and uses specialized nozzles, using knowledge of departmental equipment and fire conditions.

Carries or drags charged hose-lines of varying diameters, and directs water stream at, or as near as possible to source of fire or other target, in order to extinguish fire or to cool given target, and to prevent ignition, using physical strength and manual dexterity and knowledge of hose techniques.

Ventilates burning structures using hand or power tools, charged hose or ventilation fans in order to remove heat, smoke, and noxious fumes.

Transports tools, equipment, and/or people to desired location, using specialized rope harness, in order to facilitate fire fighting or rescue operations.

Performs preparatory operations, in order to deliver water discharge lines by putting engine in pump gear, supplying water to pump either from tank or hydrant, increasing throttle setting, and opening appropriate discharge valves.

Determines required pump pressure, in order to provide proper nozzle pressure for each line being supplied, using hydraulic formulas, knowledge of number of lines being supplied, length and relative elevation of each, pressure gauge reading for each, friction loss for hose, and any special nozzles being used.

Follows pump operation safety procedures in order to protect fire fighters and equipment by locking engine in pump gear, chocking wheels, setting relief valve, monitoring tachometer, monitoring intake gauge, and monitoring water pressure in all discharge lines.

Drafts water from a static source, when water mains are unavailable or inadequate, in order to supply discharge lines by laying and coupling hard suction hoses, priming pump, and operating pump panel according to proper procedures.

Performs troubleshooting operations in order to maintain adequate water supply by replacing or making temporary repairs to damaged hose, hooking to an alternate hydrant, or requesting a feed line from another company, or attaching and supplying additional discharge lines.

Extinguishes small fires in order to maximize response efficiency, using booster line or portable extinguisher and applying knowledge of fire types and appropriate fire fighting techniques for each.

Locates and exposes hidden structural fires, using senses and appropriate tools, in order to prevent spreading or rekindling.

Stabilizes aerial ladder or basket truck with wheel chock, jacks, and/or outriggers, in order to prevent truck from rolling or tipping by operating outrigger control panel, or jack crank, and by placing chocks in front of wheels.

Raises, lowers, and positions straight ladders at fire scene, in order to assist in fire extinguishment or rescue, by selecting the appropriate sized ladder for the situation, and by transporting and positioning ladder according to approved techniques.

Raises, lowers, and maneuvers aerial ladders or baskets from ground using knowledge of operating ground controls, and potential hazards in positioning ladder or basket, and handling characteristics of ladder or basket, in order to deliver personnel or equipment to needed location.

Climbs and operates from all ladders belonging to department, without debilitating fear of height, proper techniques for climbing, dismounting, and attaching safety equipment, and ability to maintain balance of ladder, in order to effect rescue and to deliver equipment of water to fire scene.

Operates master stream appliance or deluge gun, in order to deliver largest possible water volume, by connecting hose to and stabilizing appliance (if not pre-connected or pre-mounted), and aiming nozzle properly.

Operates portable generating equipment in order to provide electrical power, when needed, using knowledge of operating procedures for that equipment.

Promotes personal safety by wearing protective gear in order to maintain fire fighting capabilities.

Inventories and replaces all equipment on apparatus before leaving the fire scene, using knowledge of all equipment and where it is carried, in order to prevent loss of equipment and to assure its readiness for future use.

Identifies and removes or provides special protection for flammable or hazardous materials, using knowledge or components of materials, recognizing hazardous material symbols, and referring to manual of special fire fighting techniques, in order to prevent fire spread explosion, and release of toxic fumes.

Protects fire fighters by removing or reinforcing weakened structural parts in order to prevent injury.

After fire has been extinguished, secures or covers opening created by fire or fire fighters, using common hand tools and covering materials, in order to protect the building and its contents from weather, theft, and vandalism.

Removes water, debris, and items likely to rekindle from building in order to prevent or reduce further damage and create goodwill by carrying, throwing, or shoveling items from building or using mops or water vacuum.

Pumps out flooded buildings, using appropriate drafting equipment and techniques, in order to prevent potential health and safety hazards and further structural damage.

Covers or removes petroleum products on roadway in order to reduce fire hazard and slippery road conditions by spreading sand or other appropriate agents.

Tours sites and notes locations of fire fighting resources, corridors and exits and hazardous materials.

Ensures compliance with safety regulations regarding equipment and supply storage and accessibility of escape routes, through inspections if necessary, in order to minimize fire loss.

Maintains records of all inspection activities in order to maximize departmental efficiency, by recording findings, preparing floor plans of targeted sites, and noting civilians with special needs.

Processes alarm by eliciting location and nature of emergency, determining from district map company responsibilities and recording information in appropriate locations (blackboard, log book), in order to facilitate response of first line and later arriving personnel.

Keeps peer and officers informed of local and neighboring emergencies by monitoring appropriate radio frequencies and relaying relevant information, in order to maximize response capabilities.

Maintains daily log of all house activities by recording information such as time and nature of alarms, units responding, arrival and departure times and names of visitors, assignments, maintenance performed during his tour of duty, time and nature of phone calls, and time and nature of any unusual events, in order to provide documentation of house activities for possible future reference.

Inspects and inventories equipment such as first aid supplies, foam supply, batteries, and hand tools using check list, preparing replacement or repair lists, and recording dispensing of equipment, in order to maximize response capabilities, as directed by the Supervisor in Charge.

Promotes community fire prevention activities by conducting and timing school fire drills, demonstrating apparatus at school, parades, and other community events, explaining fire fighting activities and fire prevention practices, including the use of smoke detectors at schools and community organization meetings, and conducting tours of firehouse in order to minimize fire losses in the community.

Maintains firehouse and grounds by performing typical household chores and maintenance activities in order to provide generally pleasant and sanitary living and working conditions.

Makes minor repairs to Board owned or leased property only in the firehouse using knowledge of elementary plumbing, carpentry, and electricity using appropriate hand tools in order to prevent major structural defects. Reports major repair/maintenance needs to appropriate Fire Company or Board personnel.

Maintains apparatus, tools, equipment and protective gear in proper order, using departmental procedures, to ensure their being in operating condition when needed.

Performs necessary service/maintenance operations on fire vehicles or notifies appropriate service personnel, using standard procedures, in order to ensure response readiness.

Checks all tools and equipment on fire apparatus by visual inspection as set by standard operating procedures, in order to ensure that they are in proper locations and in working order when needed.

Maintains self-contained breathing apparatus as needed, in order to ensure their availability and proper function.

Maintains hose supply by testing strength and cleaning hose and couplings in order to prevent blockages or failure during emergency use.

Inspects rope by visually checking for wear in order to promote safety for fire fighters and civilians.

Maintains extinguishers in operating condition by checking volume of extinguishing agent as shown on gauge and by testing operation and refilling (or having refilled) when needed, in order to ensure response readiness.

Inspect hydrants by removing caps, removing foreign objects, attaching and reading pressure gauge, observing water supply, removing ice or snow to ensure adequate water supply in time of emergency.

Knowledge of simple mechanical principles involving levers, pulleys, gears and inclined planes.

Ability to perform strenuous physical activities, such as lifting heavy fire fighting 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 carry out instructions.

Ability to record information in written form and on appropriate forms of recording data.

Ability to function independently and without direct supervision.

Ability to think clearly and to apply knowledge under stressful conditions and to handle more than one task at a time.

Ability to work closely with people, functioning as a team member, to exercise tact or diplomacy and display compassion, understanding and patience.

Ability to learn to use and maintain fire fighting equipment and to learn the theory necessary for effective fire fighting and equipment operation.

Ability to learn the basic techniques of fighting fires and rendering first aid.

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.

Each employee shall be assigned to a house or detail under the direction of the commissioner in charge of personnel.

Employee shall, in no case, fail to render assistance for the protection of property of persons if called upon.

Employee shall report his place of residence and phone numbers to the Fire Captain (UFD), in writing, within 24 hours of a change in residency or telephone number.

Employee shall remain in station, unless assigned elsewhere, and may leave only after being dispatched or when doing authorized Board business.

Every employee shall, have radio contact with Police and Fire Headquarters when out of station.

Employee shall, while on duty, conduct himself in a civil and orderly manner, maintaining decorum, command of temper and exercise patience and discretion as the occasion may require.

Employee shall extend full cooperation to other Township Departments when required.

Employee shall report for duty at the prescribed hour, in the regulation uniform.

Employees shall answer all alarms with dispatch, by direct route, advising Police Headquarters (by radio) of his arrival on scene.

Employee shall use standard radio procedures, keeping all messages short, direct and concise, speaking in a loud and clear voice.

Employees shall report all thefts and damages of Board property IMMEDIATELY to the Fire Captain (UFD) and a report sent to the Board.

Employee shall answer the telephone in a courteous manner, giving his name and the name of the station.

Employee shall, in case of sickness, notify the Fire Captain (UFD) as soon as possible, before the tour of duty begins.

Employee shall report any equipment missing from apparatus or failed to be returned after a fire, to the Fire Captain (UFD).

Employee shall be careful to protect from waste or abuse, all Board property at all times.

When answering alarms, apparatus will be operated in a safe manner, following Department S.O.P.'s as promulgated by the Board.

Employee shall make a report (in writing) to the Fire Captain (UFD) on insurance forms, of all physical injury to himself within 48 hours.

Employee shall notify the Fire Captain (UFD) in a timely manner of all accidents involving Board vehicles by Board employees and a written report within 24 hours.

Employee shall carry with him on the apparatus, or other means of transportation while on duty, a clipboard, paper and pencil.

Employee shall pay particular attention to fire hazards and hazardous conditions within the Fire District and report same to the Fire Captain (UFD).

When notified by a Superior Officer, of any dereliction of duty, he shall immediately explain the facts to the Superior Officer.

Employee shall report, in writing, the circumstances regarding the loss of any equipment issued to him immediately to the Fire Captain (UFD).

Employee shall report to the Fire Captain (UFD) all disputes and problems with the general public, vendors, other firefighter or anyone else having to do with his position.

All communications relating to official business of the Board, shall be transmitted through official channels as follows:

- Through the Fire Captain (UFD)
- Through the Commissioner in Charge of Personnel
- Through the Board

Grievance matters, however, will follow the procedures outlined elsewhere in this Contract Agreement.

Employee shall consider himself available for duty or recall at all times.

APPENDIX “B”

FIREFIGHTER REQUIREMENTS

STEP CLASS TRAINING LEVELS

1. Firefighter (Entry Level):
 - *a. Attend the N.J. State Firefighter Course.
 - *b. Attend HAZ-MAT Awareness Course.
 - *c. Attend HAZ-MAT Operational Course.

2. Firefighter 3rd Class:
 - a. Firefighter for two (2) years.
 - *b. Satisfactory Completion of Fire Fighter II & III.
 - c. Attend Advanced Pump Operations Course.
 - d. Attend Advanced Truck Company Operators Course.
 - e. Satisfactory Completion of Emergency Vehicle Operations Course.
 - f. Attend Rope Rescue/Training Course.

3. Firefighter 2nd Class:
 - a. Firefighter 3rd Class for two (2) years.
 - b. Attend Officer Training Course.
 - *c. Attend Hazardous Materials Technician Course.

4. Firefighter 1st Class:
 - a. Firefighter 2nd Class for two (2) years.
 - b. Attend Staff & Command School.
 - *c. Attend HAZ-MAT Specialist Course.
 - *d. Completion Of The State Bureau of Fire Official/Inspector Course.
 - e. Optional: FIREFIGHTER – E.M.T.
Satisfactory complete and certification as a New Jersey Licensed EMERGENCY MEDICAL TECH.

*As per State mandate and availability.

Board of fire.appendixA2