

2205

ORIGINAL

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

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I Article I

I.1 Preamble

Board of Fire Commissioners, District #2, Old Bridge Township, in the County of Middlesex, State of New Jersey hereinafter called the "Board" and Fire Official hereinafter referred to as the "employee".

The parties hereto agree that these appointment terms shall be effective **January 1, 1996**, and shall be for the term of two (2) years ending **December 31, 1998**.

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 5:18-1.

1.3 Position Description

The position description of the Fire Official shall be as defined in the New Jersey Uniform Fire Code title 5:18-2, 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.

11.4 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 pay day.

III. Article III

III.1 Vacation

- a. Employee shall receive vacation with pay in each calendar year according to the following schedule:
 1. First year, one (1) day for every two (2) months service.
 2. Employees shall be entitled to two (2) weeks after first year of service and each year thereafter.
- b. All vacation time must be used in the current year.
- c. Sickness and/or other disabilities which occur during vacation or scheduled vacation time, shall be taken as vacation time.
- d. Holidays occurring during vacation periods will not be counted as vacation days.
- e. 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
Washington's Birthday
Memorial Day
Fourth of July
Good Friday
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas

One (1) Floating Holiday

Holidays will only be paid if they fall on a scheduled work 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 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 immediate family.

<u>IMMEDIATE FAMILY (3) DAYS</u>	<u>(NON) IMMEDIATE FAMILY (1) DAY</u>
Father, Mother, Brother	Step-Father, Step-Mother
Sister, Spouse, Son	Step-Brother, Step-Sister
Daughter	Grandfather, Grandmother

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

IV. Article IV

IV.1 Sick Benefits

- a. Any employee who is absent for more than two (2) working weeks 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 administered 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, injury, when in need of other medical examination or treatment, such as medical, dental or optical.
- b. Sick leave is earned by the employee at the rate of six (6) 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 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.

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 certifications pursuant to terms of the Administrative Procedures.
6. Disobeying direct orders from the Commissioner in charge of Paid Personnel
7. Conviction of crime of 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 employee's 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.
- 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. The Board shall allow an amount of \$500.00 annually to each employee for the maintenance of uniforms and clothing.

In the event that an employee shall terminate his employment, for any reason, all uniforms will be returned to the Board.

- b. 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, investigations, without loss of pay as directed by the Board as deemed necessary.
- b. 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 the 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).

VI.5 Grievance Procedure

- 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 or such other notice as provided by New Jersey law and a right to legal representation relative to same.
- c. 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.6 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.7 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.

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 5:18-2, 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 5:18-2, 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 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.

Fire Official Job Description

- i. Employee shall use standard radio procedures, 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.

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- 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 Commission 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 within 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

Employees IAFF-L3311

Commissioners

[Signature] ^{President}
L-3311

Paul D. Hanson ^{secretary}

George Bennett ^{President}

John F. Jipp ^{secretary}