

F. LIACOLONE

VAGTS

**BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT #4  
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, 2013 - DECEMBER 31, 2015

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## Article I

### a. Preamble

This agreement, entered into by and between the Board of Fire Commissioners, District #4, 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, 2013 to the end of December 31, 2015.

### b. Recognition

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

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

- b. 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/Titles

- 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" and "Appendix B," JOB DESCRIPTION FOR THE POSITION OF FIRE MARSHAL".

Titles:

Frank Giacalone, Firefighter with the duties of Fire Marshal

#### 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.

### Article II

#### II.1 Work Week

- a. The work week shall be forty-hours (40) a week between Monday and Friday.

- b. The workday shall be eight consecutive hours. 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 salary guide is attached as Schedule A shall be in effect for unit members commencing January 1, 2013 through December 31, 2015.

## 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 have the option to either be compensated at time and one-half or compensated with time and one-half comp time.
- 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 shall be compensated at time and one-half.

## 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 Training

- a. Proper training shall be provided on new equipment or procedure.
- b. 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.

- c. 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.
- d. Required courses shall be courses relating to the Fire Service as deemed necessary by the Commissioner in Charge of Personnel.
- e. The employee will be responsible for the successful completion of the approved courses.
- f. The employees shall attend four (4) drills with the volunteer fire company annually. A Committee of two (2) members of the Board and two (2) members from the employees will meet to establish dates and times and any other procedures that coincide with the drills. Should any employee not be able to attend a drill under short notice there shall be no time deducted from his bank of days.

#### II.6 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.

## 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.
  2. Two (2) weeks (10 days) for the second through fifth calendar year of employment.
  3. Three (3) weeks (15 days) for the sixth through tenth calendar year of employment.
  4. Four (4) weeks (20 days) for the eleventh through fifteenth calendar year of employment.
  5. For the sixteenth through twentieth calendar year of employment, employee shall receive one (1) additional day per year.
- 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 November business meeting. Any carried over vacation time must be used by June 30 of the succeeding year.
- 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. Vacation days and personal days may be taken on same day notice with approval of the Commissioner in Charge of Personnel.

- i. Banked vacation days per annum shall be accumulated up to five (5) days per calendar year not to exceed twenty thousand dollars (\$20,000.00) of accumulated time.

### III.2 Holidays

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

New Year's Day  
Martin Luther Kings Birthday  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Good Friday  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

and

Three (3) 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.
- 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 (4) DAYS

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

#### (NON) IMMEDIATE FAMILY (2) DAYS

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

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

## 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 the employee is fit for duty.

### IV.2 Medical Benefits / Hospitalization

- a. Employees shall be covered by the new revised "PBA plan" or their choice of plans offered by the Township of Old Bridge at the employee's discretion which will be administered by Old Bridge Township on behalf of the Board.
- b. Employees shall have the option to decline medical benefits. In doing so, will be compensated \$2,000.00 on an annual basis. Employee must provide proof of coverage.
- c. Employees that choose to receive the benefits provided by the Board shall have the option to do so with 30 days written notice.

### 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. Sick leave is earned by the employee at the rate of fifteen (15) days for each calendar year. Unused sick days per annum to be paid out at year-end at current hourly rate in place or shall be accumulated up to five (5) days per calendar year not to exceed fifteen thousand dollars (\$15,000.00) of accumulated time.
- d. 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.
- e. Sick leave cannot be allowed for such things as professional services that can be scheduled within the employee's non-working time.

- f. No sick leave shall accrue during a leave of absence of more than 15 days.

#### IV.3.1 Maternity Leave

- a. It is understood that pregnancy shall be treated as any other disability and as such, shall be covered under the sick leave provision of the Agreement.
- b. An employee, upon request and submission of medical certification of pregnancy may take a leave of absence without pay. This leave may be for any time prior to the birth of the child and extend for six (6) months beyond the birth of the child. Request for leave shall be submitted to the Commissioner in Charge of Personnel along with the appropriate medical certification, and such request shall include the anticipated delivery date and the date upon which the leave shall end.
- c. An employee on maternity leave will be entitled to receive health benefits.
- d. Any employee may return to work prior to the end of their leave by supplying a two (2) week notice of their intent to return to work.
- e. Any pregnant employee shall not be forced to take a leave by her employer because of her pregnancy. If, however, the employer has evidence that her condition has critically hampered her performance, the employer may require the employee to be examined by a physician. Such examination shall be arranged during the employee's normal work schedule with all costs and expenses related thereto to be borne by the employer. The doctor shall report only whether or not the employee's pregnancy has disabled her from customary job/position, thus placing the employee under any applicable disability statutes and clauses.

#### 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 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 is eligible to use any accrued time off (ex: vacation, personal).
- 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 medical benefits for six (6) months.
- e. If all accrued days are used, the employee will be placed in a leave of absence status without pay.

#### 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 a crime of 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. 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.
- c. Any employee resigning and not giving at least two (2) weeks notice in writing before the effective date of 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 of 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. Effective upon execution of this Agreement in 2013, employees shall receive health benefits upon 20 years of service to Old Bridge Township Fire District #4 upon regular retirement or a job related disability retirement approved by PFRS. The maximum payment by the employer for such health benefits shall not exceed \$20,000 annually per eligible employee for coverage selected by the employee, that is offered to Old Bridge Township employees and on the State plan.

## Article VI

### VI.1 Uniforms

- a. Effective upon execution of this agreement in 2013, the Board shall allow an amount of \$1,000.00 plus \$150.00 prospectively and thereafter annually paid by March 1<sup>st</sup> of each year 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. Madison Park 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 chrome for Firefighter UFD with the duties of Fire Inspector and gold for Firefighter UFD with the duties of Fire Marshal and shall contain badge number of Firefighter.
- c. Uniforms shall be worn while on duty. Employees shall be responsible for maintaining their uniform in a clean and neat manner.

### VI.2 Access to the Board of Fire Commissioners

- a. 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.
- b. 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.2.1 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.

### 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

- A. 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.
- B. 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.2.2 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

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 doctors' 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 board reserves the right to hire qualified temporary employees to do such work normally performed by permanent employees.
- c. 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.
- d. 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.
- e. 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.
- g. Performance assessment review - The employee shall be subject to a performance evaluation on an annual bases with the criteria of the evaluation shall be as set forth on the form attached as appendix C.

VI.5 Effects and Terms of Agreement

This agreement is effective between January 1, 2013 to the end of December 31, 2015.

THE UNION

Michael M. [Signature] Date: 3-20-14

[Signature] Date: 05/20/14

Michael S. Hahn Del. L-3311 Date: 3-20-14

THE BOARD

Yon B. Lul Date: 4/5/14

Drew D. Vagb Date: 4/5/14

\_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE A**

**Firefighter assigned to Fire Marshal salary:**

2013: \$51,222.72 + 2% (\$1,024.45) = \$52,247.17

2014: \$52,247.17 + 2% (\$1,044.94) = \$53,292.11

2015: \$53,292.11 + 2% (\$1,089.37) = \$54,357.95

*\$1,065.84*

FF/FM Frank Giacalone will receive a stipend of \$3000.00 per year for the additional responsibilities of acting as Fire Marshal as per the NJ Uniform Fire Code. The stipend shall be paid by January 1st of each calendar year.

2013: \$52,247.17 + \$3,000.00 stipend = \$55,247.17

2014: \$53,292.11 + \$3,000.00 stipend = \$56,292.11

2015: \$54,357.95 + \$3,000.00 stipend = \$57,357.95

Retroactive salary shall be paid upon agreement of this contract as follows.

*\$1,024.45*

\$1,047.07 2% raise for 2013

\$3,000.00 stipend for 2013

\$3,000.00 stipend for 2014

\$261.23 if settled by 04/01/14

\$7,285.68 total

## 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 Supervisor appointed by the Board, 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 and performs the duties of the Fire Official that shall be as defined in the New Jersey Uniform Fire Code N.J.A.C. 5:70-1.1 et seq., N.J.A.C. 5:71 et seq. but not limited to.

#### 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 and 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 Supervisor, 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 Supervisor 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 Supervisor 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 Supervisor.

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 Supervisor on insurance forms, of all physical injury to himself within 48 hours.

Employee shall notify the Supervisor 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 Supervisor.

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 Supervisor.

Employee shall report to the Supervisor 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 Supervisor
- 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"

### FRANK GIACOLONE FIREFIGHTER WITH THE DUTIES OF FIRE MARSHAL JOB DESCRIPTION

#### DEFINITION

The position description of the Fire Marshal shall be as defined in the New Jersey Uniform Fire Code N.J.A.C. 5:70-1.1 et seq., N.J.A.C. 5:71 et seq. and local duties as defined by the Board of Fire Commissioners.

The primary duties of the Fire Marshal shall be as defined in the New Jersey Uniform Fire Code N.J.A.C. 5:70-1.1 et seq., N.J.A.C. 5:71 et seq. and local duties of the Fire Marshal are, but not limited to the following:

- a. Employee will have such regular working hours as are defined in FF Contract Article II.1. Employee shall report for duty at the prescribed hour, in the regulation uniform.
- 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 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 be provide with a take home vehicle and it shall not be used for personal use.
- h. Employee shall maintain a desk-log in the designated office recording fire prevention activities.
- 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 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 of Personnel 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 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 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 Personnel.
- r. Employee shall report to the Commissioner in Charge of 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 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 #4, Township of Old Bridge.
- z. Employee shall show a valid driver's license and a copy will remain on file.

**QUALIFICATIONS**

- a. The employee, to properly serve in this position of Fire Official, shall maintain the following:
  - (1) A Fire Official Certification as provided by the Department of Community Affairs;
  - (2) A 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.