

# THIS BOOK DOES NOT CIRCULATE

THIS AGREEMENT entered into this 24th day of Leptender, 1976, by and between THE CITY OF BRIDGETON, in the County of Cumberland, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "City", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL #52, hereinafter referred to as "Association".

# PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Bridgeton in its capacity as an employer, the employees, the Association and the people of the City of Bridgeton.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

# 1. RECOGNITION OF ASSOCIATION

Pursuant to and in accordance with all applicable provisions of Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.), the Employer does hereby recognize the Association as the sole and exclusive representative of the employees of the Division of Fire, in the Department of Fire and Police, excepting that this representation shall not extend to

any management executive nor any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in the aforesaid Division or any person employed on an hourly or part time basis. The representation shall extend to the terms and conditions of employment. The City shall compile a list of individuals together with their job titles excluded from the bargaining unit in the Division.

#### 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Division of

Fire in the Department of Fire and Police, the control of properties and the
maintenance of order and efficiency, is solely a responsibility of the City.

Accordingly, the City retains the rights, including but not limited to hire,
suspend or discharge for just cause, assign, promote or transfer, to determine
the amount of overtime to be worked, to relieve employees from duty because
of lack of work or for other legitimate reasons; decide the number and
location of its facilities, stations, etc., determine the work to be performed
within the unit, maintenance and repair, amount of supervision necessary,
machinery and tool equipment, methods, schedules of work, together with the
selection, procurement, designing, engineering and the control of equipment
and materials; purchase services of others, contract or otherwise, except as
they may be otherwise specifically limited in this Agreement and to make
reasonable and binding rules which shall not be inconsistent with this
Agreement.

In order to promote efficiency and insure clarity of commands and orders, the City and the Local mutually agree that all full paid firemen shall obey all orders, without question, of their immediate part time paid

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

#### 5. VACATIONS

#### A. Vacation Period:

- at the time most desired by employees according to their seniority. No more than one (1) employee may be on vacation at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employees shall submit a vacation schedule no later than January 15. An employee shall take the entire vacation period allotted to him consecutively and there shall be no division of vacation periods allotted without prior approval of the department head.
- (2) Eligibility: Employees shall receive the following paid vacations based upon their period of employment:
  - A. 90 days to 1 year: one (1) day for each month of employment retroactive to the date of hire.
  - B. 1 year to 5 years: 12 working days
  - C. 5 years to 10 years: 15 working days
  - D. 10 years to 15 years: 20 working days
  - E. 15 years to 20 years: 25 working days
  - F. 20 years or more: 30 working days

superiors or lieutenants at the scene of a fire. It is further agreed that all orders shall be given by lieutenants to employees covered by this Agreement at the Fire House, except that if a lieutenant is not available on the premises, for whatever reason, orders may be given by part time superiors and shall be obeyed by all employees covered by this Contract.

# 3. EFFECT OF EMPLOYEE NOT JOINING ASSOCIATION

Neither membership in the Association nor non-membership shall be a condition of employment or continued employment.

The Association agrees that there shall be no discrimination, intimidation, restraint or coercion by it or its officers, agents, or members against any employee who refuses or fails to join FMBA Local #52.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken.

# 4. UNION REPRESENTATION

Association officials shall be permitted time, with the permission of the Director of Fire and Police or his duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

The Director of Fire and Police shall give a leave of absence with pay to every person in the service of the City of Bridgeton who is a duly authorized representative of the Firemen's Mutual Benevolent Association, Inc., to attend any State or national convention of such organization.

A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

ts remporarily either mentally or physically incapacitated to

A leave of absence may be granted to a permanent employee who

Motice of all leaves of absence without pay and renewals of

by the Department of Civil Service for reasons as established

Director of Fire and Police with the approval of the governing

Such leaves of absence may be renewed for an additional period

spaence without pay to a permanent employee for a period not to

F.Z

The City of bridgeton may grant the privilege of a leave of

not to exceed six (6) months only by formal action of the

body. No further renewal may be granted except upon the approval

anch leaves shall be forwarded to the Civil Service Department.

are employed less than a full year shall receive a prorated vacation. must have been continuously employed for his employment year. Employees who To qualify for a full vacation in any given year, an employee

6. HOLIDAYS

gmbyoaces will receive holiday pay for the following twelve

# (IS) holidays:

- Columbus Day Christmas Day
- Good Friday
- (5) Independence Day

- (L)
- Memorial Day (8)

T. LEAVE OF ABSENCE

Washington's Birthday

by commission regulations.

exceed six (6) months.

(TS)

(TT)

(OT)

(6)

- Lincoln's Birthday

Veteran's Day

Hen Ider's Day

Thankagiving Day

- Pepor Dey (9)
- - (7)

  - Efection Day (8)

  - (5)
  - (T)

perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the City or who for any reason considered good by the Department Head with the approval of the Business Administrator.

Any employee asking for special leave without pay shall submit his or her request in writing stating the reasons why, in his opinion, the request should be granted, the date he desires leave to begin and the probable date of his return to duty.

For each separate case of special leave without pay other than as herein provided under the statutes, the Department of Civil Service shall at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for that class.

Bridgeton to an employee, the City will not assume the responsibility for payment of the employee's hospitalization insurance. If an employee desires to continue these benefits he must notify the Business Administrator's office before he begins his leave and so indicate he wishes to continue receiving these benefits. Upon notifying the Business Administrator's office the employee will sign a statement authorizing the City to bill him monthly for said services. Failure of an employee to comply with the above will result in termination of such benefits for the period of his leave.

- F. Furthermore, if an employee has used all his vacation and sick leave and is still unable to return to work, he will be required to indicate in writing whether he intends to carry his hospitalization coverage himself as the City will not continue coverage.

  If said employee wishes his coverage to continue he must follow the steps as outlined in the above paragraph.
- G. Sick leave and vacation credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except military leave.

#### 8. LIFE INSURANCE

The present life insurance plan will be continued during the term of this Agreement.

# 9. FUNERAL LEAVE

- A. If a death occurs among members of the employee's immediate family or household, the employee will be granted three (3) days leave, which shall not be charged to sick leave.
- B. The "immediate family" is defined as wife, husband, son, daughter, father, mother, brother or sister.
- C. If death occurs among other relatives of the employee, the employee shall be granted one (1) day leave, to be charged to sick leave.
- D. "Other relatives" are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law and father-in-law.

#### 10. VETERANS

Nothing in the Agreement shall abridge the right and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and local laws.

# 11. HOSPITALIZATION - MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage known as "Blue Shield" and the "Rider J" addendum for the employee, his or her spouse and/or dependent children, up to the limits provided by the City through insurance policies maintained by the City.

#### 12. ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including an absence for a single day or part of a day, that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the department head.

# 13. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

#### 14. WORK ASSIGNMENTS

(A) Employees shall perform any reasonable work assignments made by supervisors, irrespective of their job title, so long as

they suffer no reduction in their rate of pay. It is further provided that in no event shall employees covered by this Agreement be assigned police related duties except in case of emergency as determined by the Director of Police and Fire.

(B) A Fireman assigned as Acting Lieutenant by the Director of
Fire and Police shall be paid commensurate with that particular
assignment for the entire time he is assigned Acting Lieutenant,
provided that he shall be so assigned as Acting Lieutenant for a
period in excess of two days. Starting the third day the
employee will be paid at the rank of Lieutenant retroactive to
the day he commenced work as Acting Lieutenant.

#### 15. WAGES

City agrees to pay employees the amounts set forth in Schedule A attached hereto and made a part hereof.

#### 16. OVERTIME

Employees shall receive compensation for overtime services in accordance with the provisions of the Fair Labor Standards Act and regulations of the United States Department of Labor issued pursuant thereto or any applicable Statute of the State of New Jersey, whichever shall prevail. It is agreed that employees shall work shifts as indicated by Schedule B attached hereto and made a part hereof.

#### 17. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Fire Manual adopted by the Director of Fire and Police, as applicable, which is more fully set forth in Schedule attached hereto, shall apply in all cases and for all matters not covered by this Agreement.

#### 18. CIVIL SERVICE

This Contract is intended to comply with all statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

#### 19. NEW JERSEY STATUTES RELATING TO FIRE

This Agreement is intended to comply with all New Jersey Statutes relating to fire and fire departments and in the event there is a conflict, the New Jersey Statutes shall apply.

#### 20. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Director of Fire and Police of the City of Bridgeton, who shall give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Fire Department of the City of Bridgeton and upon being assured that said employment will not bring discredit on said Fire Department.

#### 21. PRESENTING A GRIEVANCE

In the event that any difference or a dispute should arise between the City and the Association over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within five (5) working days of its occurrence or employee knowledge thereof:

- (1) Between the aggrieved employee with or without his steward and his fire lieutenant in charge of shift. If no satisfactory agreement is reached within five (5) working days, then
- (2) Between the Local Association Representative in conference with the Director of Police and Fire. Should no acceptable agreement be reached within an additional ten (10) working days, then
- (3) Between the Local Association Representative and an appropriate officer approved by the Administrator for appeal. If no satisfactory agreement is reached within fourteen (14) working days, then
- (4) A meeting shall be arranged between at least two (2) and not more than five (5) representatives of the City and at least two (2) and not more than five (5) representatives of the Association.

  Should no satisfactory agreement be reached, then, and only then
- (5) The matter may be referred to advisory arbitration by the City or Association only.

It is understood that should any grievance proceed to the next step in the procedure as outlined herein, notice in writing shall be given by the Association to the appropriate City official that a grievance has not been resolved in the next preceeding step and said notice shall request that said City official arrange a meeting with the Local Association Representative or Representatives pursuant to this Section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 4 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the facts of the grievance and basis for resolving the same, and in any event the answer of the City official pursuant to any step in the grievance procedure shall always be in writing.

meeting request the American Arbitration Association to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be advisory . Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness fees, and other expenses shall be borne by the parties respectively.

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

- (a) Involves the existence of alleged violation of any agreement other than the present Agreement between the parties;
- (b) Involves issues which were discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;
- (c) Involves claims of violations of an allegedly implied or assumed obligation;
- (d) Would require an arbitrator to consider, rule on, or decide the appropriate hourly, salary or incentive rate at which an

employee shall be paid, or the method by which his pay shall be determined;

- (e) Would require an arbitrator to consider, rule on or decide any of the following:
  - (1) The elements of a job assignment;
  - (2) The level, title or other designation of an employee's job classification;
  - (3) The right of management to assign or re-assign work.
- (f) Pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate.
- (g) Involve discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the Grievance Procedures set forth herein.

Action beyond Step 2 of the Grievance Procedures shall constitute an election to pursue remedies under the Contract.

Action in the form of an appeal to the Civil Service Commission shall constitute an election to pursue remedies under Civil Service.

#### 22. BREACH OF CONTRACT EFFECT

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

# 23. SAVINGS CLAUSE

It is understood and agreed that if any part of this

Agreement is in conflict with the law, that such part shall be suspended and
the appropriate mandatory provision shall prevail, and the remainder of this

Agreement shall not be affected thereby.

#### 24. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgeton, Division of Fire, employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreements which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant to the terms of this Agreement or the new Agreement.

#### 25. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment of agreement between the City and the Association or any individual employee covered by this Agreement is hereby superseded.

This Agreement shall be in effect until and thereafter until modified.

Ninety (90) days prior to the expiration date of this

Agreement, the parties shall meet to discuss and negotiate regarding the

terms and conditions of a new Agreement or the extension of this Agreement,

provided that should the Public Employees Relations Commission fix another

time to commence negotiations, the rules of the Public Employees Relations

Commission shall apply.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above mentioned.

ATTEST:

THE CITY OF BRIDGETON

CLIBAR

MAYOR

ATTEST:

BECRETARY

FIREMEN'S BENEVOLENT ASSOCIATION LOCAL #52

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# SCHEDULE A

Firefighters shall receive the following salaries for the year 1976 effective January 1, 1976:

First Year	\$10,450.00
Second Year	\$11,045.00
Third Year	\$11,999.00
Fourth Year	\$12,232.00
Fifth Year and	
thereafter	\$12,798.00

which sums shall constitute the maximum annual salary.

SCHEDULE B

Days Worked by Each Shift Over 8 Weeks:

		<u>s</u>	M	T	M	T	F	<u>S</u>	
Week	1	A	A	В	В	С	С	D	8/4
Week	2	D	A	A	В	В	С	С	4/12
Week	3	D	D	A	A	В	В	С	12/8
Week	4	С	D	D	A	A	В	В	8/4
Week	5	С	С	D	D	A	A	В	4/12
Week	6	В	С	С	D	D	A	A	12/8
Week	7	В	В	С	С	D	D	A	8/4
Week	8	A	В	В	С	С	D	D	4/12

Hours Worked by Each Shift for 8 Weeks:

SHIFT	1	A	В	С	D
Week	1	40	40	40	48
Week	2	40	40	40	48
Week	3	40	40	48	40
Week	4	40	40	48	40
Week	5	40	48	40	40
Weęk	6	40	48	40	40
Week	7	48	40	40	40
Week	8	48	40	40	40

# BRIDGETON FIRE DEPARTMENT

RULES AND REGULATIONS

AND

DUTY MANUAL

# FOREWARD

The rules and regulations contained in this Duty Manual are for the guidance and information of all members of this Fire Department. These rules and regulations which refer to specific rank or branch of service, shall be applicable to each and every member insofar as they relate to any fire duty or action. It is of the utmost importance that these duties be performed promptly and properly and that the rules and regulations be strictly adhered to; it is to this end that this Manual has been written and adapted.

The quality of fire service is more strongly influenced by the knowledge and ability of the individual members than any other factor. Fire service must not only be of a high quality; it must be accepted by the public. We can earn this acceptance and respect of the public only by the proper execution of our duties. Each member of the Bridgeton Fire Department must be ever mindful of his obligations to the people of this community, and his constant concern for their welfare.

We are charged with the responsibility of the prevention of fires, the arrest of fire violators, and the protection of life and property. It is to this end that members of this Department must be dedicated.

It should be understood by the rank and file of this Department that no series of hard and fast rules could be set down to cover every case or situation that may present itself to a fireman on his tour of duty; something must be left to the intelligence, discretion, and common sense of the individual fireman.

The right is reserved to amend, revoke, or add to any rule or regulation that may be deemed necessary for the demands and operation and administration of this Department.

Allen Hankin

Director of Police & Fire Bridgeton, New Jersey

110,1

April 2, 1975

#### BRIDGETON FIRE DEPARTMENT

#### RULES AND REGULATIONS

#### EFFECTIVE JANUARY 1, 1975

# THE FOLLOWING RULES AND REGULATIONS WILL GO INTO EFFECT:

- N/A

   Each Fireman will be entitled to nine (9) hours of slate.
   time each day for five (5) working days only.
- N/A 2. Two (2) weeks vacation each year will be allowable.
  - 3. Sick Time Anyone exceeding five (5) days will need a medical report submitted to the Chief, or Director.
- N/A 4. The average of sixty percent (60%) attendance will be based on a one-quarter year basis, or three months.
  - 5. Any person, or persons reported by a Senior Officer to the Director for insubordination will be held for hearing with the possibilities of suspensions or immediate dismissals. Officers in charge are listed as,

# Chiefs G. Johnson J. Cobb A. Hamlyn N. Miller A. Sooy, Jr. C. Erianne, Jr.

- N/A
  6. Clean-up and Drills will be counted as fire attendance.
  If late, will be marked absent tardiness will not be tolerated attendance mandatory. No one to leave unless excused.
- N/A 7. Meaning of EXCUSED will be as attended fires.
- N/A 8. Time to be marked present must report to Officer In Charge no later than twenty (20) minutes from time of fire alarm to fire scene.
- N/A 9. When appearance is made at a fire, report immediately to Officer for your work assignment.

10. All Firemen are expected to display proper attitude, teamwork and cooperation at all times. Work as a unit, not as an individual.

Any person not understanding the items 1 thru 10 will have an opportunity to discuss same at any meeting or with the officers listed in rule #5.

#### BRIDGETON FIRE DEPARTMENT

# N/A CHIEFS

- 1. In complete charge of Fire Fighting Organization.
- 2. Responsible for conditions and efficient operation of all equipment.
- 3. Responsible for condition of Fire Station.
- 4. Responsible for accurate record of all fires.
- 5. Responsible for training and drills.

NOTE: The Chiefs may delegate above Items 2,3, 4 and 5 to other Officers.

- 6. A Fire Chief should delegate authority when he becomes over burdened and there is someone else who is qualified to perform the job. He should delegate authority when emergencies arise that warrant such action. Authority must be delegated when the Fire Chiefs are absent.
- Chiefs to have regular meetings once a month. May have Captains and Lieutenants present if requested by Chiefs.

# N/A CAPTAINS

- 1. In charge of Hosemen.
- 2. Take over duties of Chiefs when Chiefs are absent.

# LIEUTENANT

- 1. Has charge of a fire department company or a platoon intended to assist in the extinguishing of fires; does related work as required.
- 2. The Fire Lieutenant works under the direction of a Fire Captain and is in complete charge of his equipment and personnel during a fire call, and at headquarters. He takes a leading part in fighting fires.

- Take command of fires until the arrival of superior officers; directs the work of firemen engaged in extinguishing fires; preserves order and discipline among subordinates; gives suitable assignments and instructions to subordinate, provides them with needed advice and assistance when difficult and unusual problems arise, and checks their work to see that proper procedures are followed, that reasonable standards of workmanship, conduct, and output are maintained, and that desired objectives are achieved; acts in the place of a Fire Captain in his absence; supervises the cleaning and maintenance of the building, rooms and equipment; assigns firemen to inspect schools, theaters, offices, and other buildings and to assure that proper fire precautionary measures are maintained at public gatherings; prepares suitable reports of fires, equipment, and personnel; keeps needed records and files.
- 4. Should see that all fire trucks and equipment are in working order upon entering shift. A check should be made on portable saws; generators should be checked for gasoline. And a test run at least once a week.
- 5. To be in charge of Drivers and Hosemen and to take over duties of Chiefs and Captains when they are absent and to delegate authority to Senior Hosemen, if necessary.
- 6. In the absence of ranking officer the Lieutenant will fill out Fire Report Sheet.

# DRIVER FIREMAN

1. During an assigned tour of duty, answers fire alarms, and assists in extinguishing fires; when so engaged, performs the necessary tasks involved in the cleaning and maintaining of fire equipment, apparatus and building; does related work as required.

- Assists in cleaning and maintaining quarters, equipment and apparatus, maintains watch in quarters during an assigned shift; participates in fire drills and other training courses; drives or accompanies fire apparatus to and from fires; connects and handles hose; operates chemical apparatus; operates and uses other fire fighting equipment and apparatus; may take charge of all goods and chattels that may be removed from buildings as a consequence of a fire and keeps them under his protection until they can be delivered to the owner; during the continuance of any such fire and until the goods so removed can be delivered to the owner he may arrest, without warrant, any person interfering therewith; performs special duty at theaters, schools, and other public gatherings; to help maintain proper fire precautionary measures; inspects the condition of fire protection apparatus in public and private buildings; inspects fire hydrants; performs rescue work; pumps out cellars; receives fire alarms and notifies proper fire company; keeps needed records.
- 3. If a driver is in the Fire House and other equipment is out on call, the driver shall remain in the control room until units return. This is for necessary radio contact.
- 4. Driver will attempt to find out what type of fire so only necessary equipment will be sent. Only one driver to a unit.
- 5. All persons using radios will observe strict radio procedures; only use designated call numbers and keep contact to minimum.
- 6. Log all calls out of our district.
- 7. Sign the log book in full.
- 8. To assist in clean up and drills, except Lieutenant.
- If a driver is Acting Lieutenant, he is to have the same authority and responsibility as a Lieutenant.
- 10. Do not leave shift until relieved. If relief man is needed must notify Lieutenant on duty at least two hours before shift change.

- 11. Document all information and name relating to the cause for lateness or absence in log book.
- 12. Drivers may be transferred to the alternate shift, at the direction of the Director of Fire and Fire Chief, with the efficiency of the service in view.

# N/A HOSEMEN

- 1. To follow all orders, written or oral.
- 2. To assist in connecting suction hose line to hydrant, and other hose lines.
- 3. Extinguish fires.
- 4. Clean and pick up hose lines and other related jobs.

#### ALL FIRE PERSONNEL

## N/A

- 1. On sounding the fire alarm, firemen must immediately report to the fire, and any fireman leaving fire grounds without first getting permission to do so from a Chief will be disciplined accordingly. After fire is out all firemen must report back to the Fire House, unless excused by a Chief.
- 2. No personnel allowed in office except officers and drivers on duty.
- 3. All personnel to refrain from abusive language at fires, Fire House and fire functions.
- 4. Obey all traffic rules and regulations, going to and from fires; also to stay at proper distance behind trucks and not to park behind trucks.
- 5. Drivers and Hosemen report all damage to equipment upon return to Fire Station. If damage interferes with fire operations report immediately to a Chief.
- 6. Chief must be notified of address or telephone number change.

#### **GENERAL**

- 1. At fire scene first officer to arrive is to report to the higher ranking officer when he arrives.

  Report to him what steps were taken so that he may know situation in order for him to take charge.
- 2. Report Sheet once the report sheet is filled out and should there be any change in the report, it then must be initialed by officer making change.
- 3. Personal telephone calls to be restricted to a reasonable length of time. Any fireman, or member of the fire department, shall be subject to reprimand, deduction of pay, suspension, or dismissal, according to the nature and aggravation of his offense, for the violation of any of the following rules:
  - 1. Intoxication while on duty.
  - 2. Willful disobedience of orders.
  - 3. Disrespect of a superior officer.
  - 4. Absence without leave.
  - 5. Publicly commenting on the official action of a superior officer.
  - 6. Violation of any rule of the Fire Department or any order of a superior officer.
  - 7. Any member of the department who shall willfully neglect or refuse to perform his duty, or shall be guilty of disobedience.

#### **PARADES**

- 1. Men will wear uniform designated.
- 2. Must be neatly dressed and have neat appearance.
- 3. No one will be permitted to attend parades with company prior to inspection before leaving fire station for parade, if not in proper uniform.

- 4. Men who are to attend parade will see that equipment is clean before and after parade.
- 5. A parade is a Fire Department function. All Department rules and regulations will apply at parade.

06-01

THIS AGREEMENT entered into this

5-032d

31,+-

day of

BRIDGETON, IN THE COUNTY OF CUMBERLAND, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer" or the "City", and FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL #52, hereinafter referred to as "Association".

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RUTGERS UNIVERSITY

any supervisor having the power to hire, discharge, discipline or to effectively recommend the same, nor any person who is employed in a clerical or similar position in the aforesaid Division or any person employed on an hourly or part time basis. The representation shall extend to the terms and conditions of employment. The City shall compile a list of individuals together with their jobtitles excluded from the bargaining unit in the Division.

#### 2. MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the management of the Division of Fire in the Department of Fire and Police, the control of properties and the maintenance of order and efficiency, is solely a responsibility of the City. Accordingly, the City retains the rights, including but not limited to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons; decide the number and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

In order to promote efficiency and insure clarity of commands and orders, the City and the Local mutually agree that all full paid firemen shall obey all orders, without question, of their immediate part time paid superiors or lieutenants at the scene of a fire. It is further agreed that all orders shall be given by lieutenants to employees covered by this Agreement at the Fire House, except that if a lieutenant is not available on the premises, for whatever reason, orders may be given by part time superiors and shall be obeyed by all employees covered by this Contract.

3. EFFECT OF EMPLOYEE NOT JOINING ASSOCIATION
Neither membership in the Association nor non-membership
shall be a condition of employment or continued employment.

The Association agrees that there shall be no discrimination intimidation, restraint or coercion by it or its officers, agents, or members against any employee who refuses or fails to join FMBA Local #52.

The Association shall indemnify and save the City harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken.

#### 4. UNION REPRESENTATION

Association officials shall be permitted time, with the permission of the Director of Fire and Police or his duly authorized representative, during regular working hours for the purpose of investigating or processing grievances.

The Director of Fire and Police shall give a leave of absence with pay to every person in the service of the City of Bridgeton who is a duly authorized representative of the Firemen's Mutual Benevolent Association, Inc., to attend any State or national convention of such organization.

A certificate of attendance to the State convention shall, upon request, be submitted by the representative so attending.

Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

#### 5. VACATIONS

#### A. Vacation Period:

- (1) Vacations will, insofar as possible, be granted at the time most desired by employees according to their seniority. No more than one (1) employee may be on vacation at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employees shall submit a vacation schedule no later than January 15th. An employee shall take the entire vacation period allotted to him consecutively and there shall be no division of vacation period allotted without prior approval of the department head.
- (2) Eligibility: Employees shall receive the following paid vacations based upon their period of employment:

- month of employment retroactive to the date of hire.
- B. 1 year to 5 years 12 working days
- C. 5 years to 10 years 15 working days
- D. 10 years to 15 years 20 working days
- E. 15 years to 20 years 25 working days
- F. 20 years or more 30 working days

To qualify for a full vacation in any given year, an employee must have been continuously employed for his employment year. Employees who are employed less than a full year shall receive a prorated vacation.

#### 6. HOLIDAYS

Employees will receive holiday pay for the following twelve (12) holidays:

- (1) Christmas Day
- (2) Columbus Day
- (3) Election Day
- (4) Good Friday
- (5) Independence Day
- (6) Labor Day
- (7) Lincoln's Birthday
- (8) Memorial Day
- (9) New Year's Day
- (10) Thanksgiving Day
- (11) Veteran's Day
- (12) Washington's Birthday

#### 7. PERSONAL DAYS

Employees will receive one (1) personal day which will, insofar as possible, be granted at time most desired by employees according to their seniority. No more than one employee may take

a personal day at the same time unless the department head is satisfied that he has sufficient personnel to operate efficiently. Employee will give notice of taking personal day at least 48 hours in advance and shall be taken only with approval by the department head.

# 8. LEAVE OF ABSENCE

- A. The City of Bridgeton may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months.
- B. Such leaves of absence may be renewed for an additional period not to exceed six (6) months only by formal action of the Director of Fire and Police with the approval of the governing body. No further renewal may be granted except upon the approval by the Department of Civil Service for reasons as established by commission regulations.
- C. Notice of all leaves of absence without pay and renewals of such leaves shall be forwarded to the Civil Service Department.
- D. A leave of absence may be granted to a permanent employee who is temporarily either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness in his return to the City or who for any reason considered good by the department

head with the approval of the Business Administrator. Any employee asking for special leave without pay shall submit his or her request in writing stating the reasons why, in his or her opinion, the request should be granted, the date he or she desires leave to begin and the probable date of his or her return to duty. For each separate case of special leave without pay other than as herein provided under the statutes, the Department of Civil Service shall at the time the leave is approved, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for that class.

E. When a leave of absence without pay is granted by the City of Bridgeton to an employee, the City will not assume the responsibility for payment of the employee's hospitalization insurance. If an employee desires to continue these benefits he must notify the Business Administrator's Office before he begins his leave and so indicate he wishes to continue receiving these benefits. Upon notifying the Business Administrator's Office the employee will sign a statement authorizing the City to bill him monthly for said services.

Failure of an employee to comply with the above will result in termination of such benefits for the period of his leave.

- Furthermore, if an employee has used all his vacation and sick leave and is still unable to return to work, he will be required to indicate in writing whether he intends to carry his hospitalization coverage himself as the City will not continue coverage. If said employee wishes his coverage to continue he must follow the steps as outlined in the above paragraph.
- G. Sick leave and vacation credits shall continue to accrue while an employee is on leave with pay. Credits will not accrue while an employee is on any leave without pay except military leave.

#### 9. LIFE INSURANCE

The present life insurance plan will be continued during the term of this Agreement.

#### 10. FUNERAL LEAVE

- A. If a death occurs among members of the employee's immediate family or household, the employee will be granted three (3) days leave, which shall not be charged to sick leave.
- B. The "immediate family" is defined as wife, husband, son, daughter, father, mother, brother or sister.
- c. If a death occurs among other relatives of the employee, the employee shall be granted one (1) day leave, to be

charged to sick leave.

D. "Other relatives" are defined as grandson, granddaughter grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law and father-in-law.

#### 11. VETERANS

Nothing is this Agreement shall abridge the right and preferences of veterans and members of the Armed Forces Reserves, as provided by Federal, State and local laws.

#### 12. HOSPITALIZATION - MEDICAL COVERAGE

The Employer agrees to pay the full premium for hospitalization coverage known as "Blue Cross", the medical coverage known as "Blue Shield" and the "Rider J" addendum for the employee, his or her spouse and/or dependent children, up to the limits provided by the City through insurance policies maintained by the City.

#### 13. ABSENCE WITHOUT LEAVE

An absence of an employee from duty, including an absence for a single for a single day or part of a day, that is not authorized by a specified grant of leave of absence shall be deemed to be an absence without leave. Any such absence shall be without pay and may be subject for disciplinary action. In the absence of such disciplinary action, any employee who absents himself for five (5) consecutive days without leave shall be deemed to have terminated his employment. Such action may be reconciled by a subsequent grant of leave at the option of the department head.

#### 14. INTERFERENCE WITH WORK

The Association agrees to refrain from engaging in any strike, work stoppage, slowdown or interference of any kind with the operations of the City during the term of this Agreement.

#### 15. WORK ASSIGNMENTS

- (A) Employees shall perform any reasonable work assignments made by supervisors, irrespective of their job title, so long as they suffer no reduction in their rate of pay. It is further provided that in no event shall employees covered by this Agreement be assigned police related duties except in case of emergency as determined by the Director of Police and Fire.
- (B) A Fireman assigned as Acting Lieutenant by the Director of Fire and Police shall be paid commensurate with that particular assignment for the entire time he is assigned Acting Lieutenant, provided that he shall be so assigned as Acting Lieutenant for a period in excess of two days. Starting the third day the employee will be paid at the rank of Lieutenant retroactive to the day he commenced work as Acting Lieutenant.

#### 16. WAGES

City agrees to pay employees the amounts set forth in Schedule A attached hereto and made a part hereof.

#### 17. OVERTIME

Employess shall receive compensation for overtime services

in accordance with the provisions of the Fair Labor Standards
Act and regulations of the United States Department of Labor
issued pursuant thereto or any applicable Statute of the State
of New Jersey, whichever shall prevail. It is agreed that
employees shall work shifts as indicated by Schedule B attached
hereto and made a part hereof.

#### 18. PERSONNEL REGULATIONS

It is understood and agreed that the personnel regulations and the Fire Manual adopted by the Director of Fire and Police, as applicable, which is more fully set forth in Schedule C attached hereto, shall apply in all cases and for all matters not covered by this Agreement.

#### 19. CIVIL SERVICE

This Contract is intended to comply with all statutes, rules and regulations of the New Jersey Civil Service Commission and in the event there is a conflict, the Rules of the New Jersey Civil Service Commission shall apply.

20. NEW JERSEY STATUTES RELATING TO FIRE

This Agreement is intended to comply with all New Jersey Statutes relating to fire and fire departments and in the event there is a conflict, the New Jersey Statutes shall apply.

#### 21. OTHER EMPLOYMENT

No member of the Association shall engage in any other form of employment, without having obtained prior approval of the Director of Fire and Police of the City of Bridgeton, who shall

give such permission only upon ascertaining that said employment will not in any way interfere with said member's employment with the Fire Department of the City of Bridgeton and upon being assured that said employment will not bring discredit to said Fire Department.

#### 22. PRESENTING A GRIEVANCE

In the event that any difference or dispute should arise between the City and the Association over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed within five (5) working days of its occurrence or employee knowledge thereof:

- (1) Between the aggrieved employee with or without his steward and his fire lieutenant in charge of shift.

  If no satisfactory agreement is reached within five (5) working days, then
- (2) Between the Local Association Representative in conference with the Director of Police and Fire. Should no acceptable agreement be reached within an additional ten (10) working days, then
- (3) Between the Local Association Representative and an appropriate officer approved by the Administrator for appeal. If no satisfactory agreement is reached within fourteen (14) working days, then
- (4) A meeting shall be arranged between at least two (2) and not more than five (5) representatives of the City

and at least two (2) and not more than five (5) representatives of the Association. Should no satisfactory agreement be reached, then, and only then

(5) The matter may be referred to advisory arbitration by the City or Association only.

It is understood that should any grievance proceed to the next step in the procedure as outlined herein, notice in writing shall be given by the Association to the appropriate City official that a grievance has not been resolved in the next preceeding step and said notice shall request that said City official arrange a meeting with the Local Association Representative or Representatives pursuant to this Section.

It is understood that should any grievance be resolved pursuant to Steps 1 through 4 of this Agreement, both parties to this Agreement shall execute a Memorandum of Agreement setting forth the facts of the grievance and basis for resolving the same, and in any event the answer of the City official pursuant to any step in the grievance procedure shall always be in writing.

Either party may within ten (10) days after Step 4 meeting request the American Arbitration Association to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be advisory. Any fees or administrative charges for the arbitrator shall be borne equally by both parties. Witness

fees, and other expenses shall be borne by the parties respect-

Unless extended by mutual agreement in writing, the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last City answer.

It is specifically understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance:

- (a) Involves the existence of alleged violation of any agreement other than the present Agreement between the parties;
- (b) Involves issues which are discussed at negotiations but not expressly covered by the terms and conditions of this Agreement;
- (c) Involves claims of violations of an allegedly implied or assumed obligation;
- (d) Would require an arbitrator to consider, rule on, or decide the appropriate hourly, salary or incentive rate at which an employee shall be paid, or the method by which his pay shall be determined;
- (e) Would require an arbitrator to consider, rule on or decide any of the following:
  - (1) The elements of a job assignment;
  - (2) The level, title or other designation of an employee's job classification;

- (3) The right of management to assign or re-assign work.
- (f) Pertains in any way to the establishment, administration, interpretation or application of insurance, pension, savings or other benefit plans in which covered employees are eligible to participate;
- (g) Involve discipline or discharge or employees who have not satisfactorily completed the designated probationary period.

Employees shall have an election as to whether they shall pursue remedies under Civil Service or under the Grievance Procedures set forth herein.

Action beyond Step 2 of the Grievance Procedures shall constitute an election to pursue remedies under the Contract.

Action in the form of an appeal to the Civil Service

Commission shall constitute an election to pursue remedies under

Civil Service.

#### 23. BREACH OF CONTRACT EFFECT

The waiver of any breach or condition of this Agreement by either party shall not constitute a precendent in the further enforcement of the terms and conditions herein.

#### 24. SAVINGS CLAUSE

It is understood and agreed that if any part of this

Agreement is in conflict with the law, that such part shall be

suspended and the appropriate mandatory provisions shall prevail,

and the remainder of this Agreement shall not be affected thereby.

### 25. RATIFICATION BY ASSOCIATION AND EMPLOYEES

The Association hereby represents that this Agreement was ratified solely by employees of the City of Bridgeton, Division of Fire, employed pursuant to the terms of this Agreement and that no members of the Association who are not covered by this Agreement took part in the ratification proceedings. The Association further agrees that upon the adoption of any new Agreement which shall be substituted for this Agreement, or any part thereof, said Agreement will be ratified only by persons who are employed pursuant toothe terms of this Agreement or the new Agreement.

#### 26. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties, and embodies all terms and conditions governing the employment of employees represented by the Association. The parties acknowledge they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the terms of this Agreement. Any prior commitment of agreement between the City and the Association or any individual employee covered by this Agreement is hereby suspended.

This Agreement shall be in effect until January 1, 1978 and thereafter until modified.

Ninety (90) days prior to the expiration date of this Agreement, the parties shall meet to discuss and negotiate regarding the terms and conditions of a new Agreement or the extension of this Agreement, provided that should the Public Employees Relations Commission fix another time to commence negotiations, the rules of the Public Employees Relations Commission shall apply.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on the day and year first above written.

ATTEST:

THE CITY OF BRIDGETON, IN THE COUNTY OF CUMBERLAND

BY:

MAYOR

ATTESTE

FIREMEN'S BENEVOLENT ASSOCIATION LOCAL #52

RV:

PRESIDENT

SECRETARY

### SCHEDULE A

Firefighters shall receive the following salaries for the year 1977 effective January 1, 1977:

First Year	\$10,450.00
Second Year	\$11,045.00
Third Year	\$12,719.00
Fourth Year	\$12,966.00
Fifth Year and thereafter	\$13,566.00

which sums shall constitute the maximum annual salary.

## SCHEDULE B

Days Worked by Each Shift Over 8 Weeks:

		<u>s_</u>	M	T	M	T	F	S	
Week	1	A	A	В	В	С	С	D	8/4
Week	2	D	A	A	В	В	С	С	4/12
Week	3	D	D	Α	A ·	В	В	С	12/8
Week	4	С	D	. D	A	A	B.	В	8/4
Week	5	С	С	D	D	A	A	В	4/12
Week	6	В	С	С	D	D.	A	A	12/8
Week	7	В	В	C	C	D	D	A	8/4
Week	8	A	В	В	С	С	D	D	4/12

Hours Worked by Each Shift for 8 Weeks:

SHIFT	A	В	С	D
Week l	40	40	40	48
Week 2	40	40	40	48
Week 3	40	40	48	40
Week 4	40	40.	48	40
Week 5	40	48	40	40
Week 6	40	48	40	40
Week 7	48	40	40	40
Week 8	48	40	40	40

# BRIDGETON FIRE DEPARTMENT

RULES AND REGULATIONS

AND

DUTY MANUAL

### FOREWARD

The rules and regulations contained in this Duty Manual are for the guidance and information of all members of this Fire Department. These rules and regulations which refer to specific rank or branch of service, shall be applicable to each and every member insofar as they relate to any fire duty or action. It is of the utmost importance that these duties be performed promptly and properly and that the rules and regulations be strictly adhered to; it is to this end that this Manual has been written and adapted.

The quality of fire service is more strongly influenced by the knowledge and ability of the individual members than any other factor. Fire service must not only be of a high quality; it must be accepted by the public. We can earn this acceptance and respect of the public only by the proper execution of our duties. Each member of the Bridgeton Fire Department must be ever mind-ful of his obligations to the people of this community, and his constant concern for their welfare.

We are charged with the responsibility of the prevention of fires, the arrest of fire violators, and the protection of life and property. It is to this end that members of this Department must be dedicated.

It should be understood by the rank and file of this Department that no series of hard and fast rules could be set down to cover every case or situation that may present itself to a fireman on his tour of duty; something must be left to the intelligence, discretion, and common sense of the individual fireman.

The right is reserved to amend, revoke, or add to any rule or regulation that may be deemed necessary for the demands and operation and administration of this Department.

Oil Hair

Allen Hankin Director of Police & Fire Bridgeton, New Jersey April 2, 1975

#### BRIDGETON FIRE DEPARTMENT

## RULES AND REGULATIONS

### EFFECTIVE JANUARY 1, 1975

# THE FOLLOWING RULES AND REGULATIONS WILL GO INTO EFFECT:

- N/A
  1. Each Fireman will be entitled to nine (9) hours of slate.
  time each day for five (5) working days only.
- N/A 2. Two (2) weeks vacation each year will be allowable.
  - 3. Sick Time Anyone exceeding five (5) days will need a medical report submitted to the Chief, or Director.
- N/A
  4. The average of sixty percent (60%) attendance will be based on a one-quarter year basis, or three months.
  - 5. Any person, or persons reported by a Senior Officer to the Director for insubordination will be held for hearing with the possibilities of suspensions or immediate dismissals. Officers in charge are listed as,

Chiefs	<u>Captains</u>
G. Johnson	A. Hamlyn
J. Cobb	N. Miller
A. Sooy, Jr.	R. Davis .
C. Frianne, Jr	•

- N/A

  6. Clean-up and Drills will be counted as fire attendance.

  If late, will be marked absent tardiness will not be tolerated attendance mandatory. No one to leave unless excused.
- N/A 7. Meaning of EXCUSED will be as attended fires.
- N/A

  8. Time to be marked present must report to Officer In Charge no later than twenty (20) minutes from time of fire alarm to fire scene.
- N/A 9. When appearance is made at a fire, report immediately to Officer for your work assignment.

10. All Firemen are expected to display proper attitude, teamwork and cooperation at all times. Work as a unit, not as an individual.

Any person not understanding the items 1 thru 10 will have an opportunity to discuss same at any meeting or with the officers listed in rule #5.

### BRIDGETON FIRE DEPARTMENT

### N/A CHIEFS

- 1. In complete charge of Fire Fighting Organization.
- 2. Responsible for conditions and efficient operation of all equipment.
- 3. Responsible for condition of Fire Station.
- 4. Responsible for accurate record of all fires.
- 5. Responsible for training and drills.

NOTE: The Chiefs may delegate above Items 2,3, 4 and 5 to other Officers.

- 6. A Fire Chief should delegate authority when he becomes over burdened and there is someone else who is qualified to perform the job. He should delegate authority when emergencies arise that warrant such action. Authority must be delegated when the Fire Chiefs are absent.
- 7. Chiefs to have regular meetings once a month. May have Captains and Lieutenants present if requested by Chiefs.

# N/A CAPTAINS

- 1. In charge of Hosemen.
- 2. Take over duties of Chiefs when Chiefs are absent.

# LIEUTENANT

- 1. Has charge of a fire department company or a platoon intended to assist in the extinguishing of fires; does related work as required.
- 2. The Fire Lieutenant works under the direction of a Fire Captain and is in complete charge of his equipment and personnel during a fire call, and at headquarters. He takes a leading part in fighting fires.

- Take command of fires until the arrival of superior 3. officers; directs the work of firemen engaged in extinguishing fires; preserves order and discipline among subordinates; gives suitable assignments and instructions to subordinate, provides them with needed advice and assistance when difficult and unusual problems arise, and checks their work to see that proper procedures are followed, that reasonable standards of workmanship, conduct, and output are maintained, and that desired objectives are achieved; acts in the place of a Fire Captain in his absence; supervises the cleaning and maintenance of the building, rooms and equipment; assigns firemen to inspect schools, theaters, offices, and other buildings and to assure that proper fire precautionary measures are maintained at public gatherings; prepares suitable reports of fires, equipment, and personnel; keeps needed records and files.
  - 4. Should see that all fire trucks and equipment are in working order upon entering shift. A check should be made on portable saws; generators should be checked for gasoline. And a test run at least once a week.
  - 5. To be in charge of Drivers and Hosemen and to take over duties of Chiefs and Captains when they are absent and to delegate authority to Senior Hosemen, if necessary.
  - 6. In the absence of ranking officer the Lieutenant will fill out Fire Report Sheet.

# DRIVER FIREMAN

1. During an assigned tour of duty, answers fire alarms, and assists in extinguishing fires; when so engaged, performs the necessary tasks involved in the cleaning and maintaining of fire equipment, apparatus and building; does related work as required.

- 2. Assists in cleaning and maintaining quarters, equipment and apparatus, maintains watch in quarters during an assigned shift; participates in fire drills and other training courses; drives or accompanies fire apparatus to and from fires; connects and handles hose; operates chemical apparatus; operates and uses other fire fighting equipment and apparatus; may take charge of all goods and chattels that may be removed from buildings as a consequence of a fire and keeps them under his protection until they can be delivered to the owner; during the continuance of any such fire and until the goods so removed can be delivered to the owner he may arrest, without warrant, any person interfering therewith; performs special duty at theaters, schools, and other public gatherings; to help maintain proper fire precautionary measures: inspects the condition of fire protection apparatus in public and private buildings; inspects fire hydrants; performs rescue work; pumps out cellars; receives fire alarms and notifies proper fire company; keeps needed records.
  - 3. If a driver is in the Fire House and other equipment is out on call, the driver shall remain in the control room until units return. This is for necessary radio contact.
  - 4. Driver will attempt to find out what type of fire so only necessary equipment will be sent. Only one driver to a unit.
  - 5. All persons using radios will observe strict radio procedures; only use designated call numbers and keep contact to minimum.
  - 6. Log all calls out of our district.
  - 7. Sign the log book in full.
  - 8. To assist in clean up and drills, except Lieutenant.
  - 9. If a driver is Acting Lieutenant, he is to have the same authority and responsibility as a Lieutenant.
  - 10. Do not leave shift until relieved. If relief man is needed must notify Lieutenant on duty at least two hours before shift change.

- 11. Document all information and name relating to the cause for lateness or absence in log book.
- 12. Drivers may be transferred to the alternate shift, at the direction of the Director of Fire and Fire Chief, with the efficiency of the service in view.

# N/A HOSEMEN

- 1. To follow all orders, written or oral.
- To assist in connecting suction hose line to hydrant, and other hose lines.
- 3. Extinguish fires.
- 4. Clean and pick up hose lines and other related jobs.

### ALL FIRE PERSONNEL

- N/A
- 1. On sounding the fire alarm, firemen must immediately report to the fire, and any fireman leaving fire grounds without first getting permission to do so from a Chief will be disciplined accordingly. After fire is out all firemen must report back to the Fire House, unless excused by a Chief.
- 2. No personnel allowed in office except officers and drivers on duty.
- 3. All personnel to refrain from abusive language at fires, Fire House and fire functions.
- 4. Obey all traffic rules and regulations, going to and from fires; also to stay at proper distance behind trucks and not to park behind trucks.
- 5. Drivers and Hosemen report all damage to equipment upon return to Fire Station. If damage interferes with fire operations report immediately to a Chief.
- 6. Chief must be notified of address or telephone number change.

#### **GENERAL**

- 1. At fire scene first officer to arrive is to report to the higher ranking officer when he arrives.

  Report to him what steps were taken so that he may know situation in order for him to take charge.
- 2. Report Sheet once the report sheet is filled out and should there be any change in the report, it then must be initialed by officer making change.
- 3. Personal telephone calls to be restricted to a reasonable length of time. Any fireman, or member of the fire department, shall be subject to reprimand, deduction of pay, suspension, or dismissal, according to the nature and aggravation of his offense, for the violation of any of the following rules:
  - 1. Intoxication while on duty.
  - 2. Willful disobedience of orders.
  - 3. Disrespect of a superior officer.
  - 4. Absence without leave.
  - Publicly commenting on the official action of a superior officer.
  - 6. Violation of any rule of the Fire Department or any order of a superior officer.
  - 7. Any member of the department who shall willfully neglect or refuse to perform his duty, or shall be guilty of disobedience.

### **PARADES**

- Men will wear uniform designated.
- 2. Must be neatly dressed and have neat appearance.
- 3. No one will be permitted to attend parades with company prior to inspection before leaving fire station for parade, if not in proper uniform.

- 4. Men who are to attend parade will see that equipment is clean before and after parade.
- 5. A parade is a Fire Department function. All Department rules and regulations will apply at parade.