

AGREEMENT BETWEEN
TOWNSHIP OF NEPTUNE FIRE DISTRICT NO. 1
(FIRE DISTRICT)

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 2691

(UNION)

<u>ARTICLE</u>		<u>PAGE #</u>
I	PREAMBLE	1
II	RECOGNITION	2
III	SENIORITY	3
IV	MANAGEMENT RIGHTS	4
V	UNION BUSINESS	6
VI	UNION ACTIVITY	7
VII	NON-DISCRIMINATION	8
VIII	GENDER	9
IX	PAYROLL DEDUCTION OF DUES	10
X	WORK WEEK / DUTY ASSIGNMENTS	11
XI	NO-STRIKE PLEDGE	15
XII	ACCESS TO PERSONNEL FILES	16
XIII	RULES AND REGULATIONS	17
XIV	UNIFORMS	18
XV	TRAINING	19
XVI	SALARIES	20
XVII	OVERTIME	22
XVIII	HOLIDAYS	24
XIX	PERSONAL DAYS	25
XX	BEREAVEMENT LEAVE	26
XXI	SICK LEAVE	27
XXII	INJURY LEAVE	29
XXIII	SEPARATION	30
XXIV	VACATIONS	31
XXV	WITNESS LEAVE	33
XXVI	MEDICAL BENEFITS	34
XXVII	LAYOFF AND RECALL	35
XXVIII	RETIREMENT / PENSIONS	36
XXIX	DISCIPLINE AND DISCHARGE	38
XXX	GRIEVANCE PROCEDURES	39
XXXI	TERMS AND DURATION OF AGREEMENT	41
XXXII	VOLUNTEERING	42
XXXIII	SUCCESSORS	43
	MEMORANDUM OF AGREEMENT	APP A

ARTICLE I

PREAMBLE

This agreement entered into this day of , 2004 by and between the Board of Fire Commissioners of Neptune Fire District #1, Neptune Township in the County of Monmouth, State of New Jersey, hereinafter referred to as the “Fire District”, and Neptune Uniformed Fire Fighters Local 2691 of the International Association of Fire Fighters AFL-CIO-CIC, hereinafter referred to as the “Union”. It is the purpose of this agreement to achieve and maintain harmonious relations between the Fire District and the Union; to provide for equitable and peaceful adjustments of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

The Board of Fire Commissioners shall introduce a resolution adopting this signed agreement, the terms and conditions of which are effective January 1, 2004, through December 31, 2006.

ARTICLE II

RECOGNITION

By resolution, the Board of Fire Commissioners has established the positions of:

Probationary Employee
Paid Fire Fighter
Paid Captain
Paid Lieutenant
Fire Inspector

The fundamental reason the classifications of Paid Captain and Paid Lieutenant exist is to supervise a number of Firefighter/EMT's. The Paid Captain and Paid Lieutenant are responsible for the discipline of the employees and the proper maintenance of apparatus and equipment at the various fire stations in the District. The Paid Captain and Paid Lieutenant shall be appointed by and shall serve at the direction of the Board of Fire Commissioners. Performance shall be reviewed regularly by the Board of Fire Commissioners.

With the exception of probationary employees, the Fire District hereby recognizes the Union as the sole and exclusive bargaining agent for all of the full-time uniformed employees of the Fire District listed above. Executive, management and clerical staff, Fire Official, part-time and per diem employees and volunteer fire and EMS providers are excluded.

ARTICLE III

SENIORITY

- A. Probationary employees are newly hired employees who must serve a twelve (12) month probationary period, after which time they will establish seniority and become regular full-time employees of the Fire District.

- B. An employee shall lose his seniority only if:
 - 1. He voluntarily leaves the employment of the Fire District due to resignation in good standing

 - 2. He is laid off and subsequently fails to report to the Fire District in accordance with ARTICLE XXVII, part D, of this agreement.

 - 3. He is discharged for just and sufficient cause.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Fire District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the agreement by the Laws and Constitution of the State of New Jersey and of the United States of America, including, but not limited to the generality of the foregoing, the following rights:
1. To execute management and administrative control of the Fire District and its' properties and facilities, and the activities of its' employees.
 2. To establish a schedule for regular hours of work for employees covered by this agreement.
 3. To hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for continues employment or assignment and to promote, transfer, or reassign employees within the Fire District.
 4. To suspend, demote, discharge or take other disciplinary action for the good and just cause according to the law.
 5. To make such reasonable rules and regulations as it may, from time-to-time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Fire District.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities if the Fire District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and only to the extent such provisions hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States of America.

MANAGEMENT RIGHTS (continued)

- C. Nothing contained herein shall be construed to restrict or deny the Fire District of its' powers, rights, authority, duties and responsibilities under national, state, country, or local laws or ordinances.

- D. All of the terms and conditions of employment, not specifically set forth herein and not specifically covered by existing statutes, and hereby reserved by the Fire District and its' management rights.

ARTICLE V

UNION BUSINESS

A. The Fire District agrees to grant time off without loss of pay to one employee elected or appointed to attend to Union business in accordance with and not to exceed the following schedule.

1. One day per month to attend the regular monthly meeting of the uniformed Fire Fighters Association.
2. Up to three (3) days to attend the mid-year convention of the IAFF.
3. Up to five (5) days to attend the State Convention of the PFANJ.
4. Up to three (3) days to attend Bi-Annual IAFF Convention.

All expenses for the attendance at such meeting or conventions shall be borne by the Union or employee. The employee shall give the Fire District at least two (2) working days written notice prior to any of the aforesaid Union functions. If said two (2) days notice is not given, the Fire District may decline to grant time off.

B. Employees of the Union negotiating committee shall be permitted time off without loss of pay for all meeting between the Union and the Fire District for the purpose of negotiation terms of an agreement, when such meetings take place at a time during which said employees are scheduled to be on duty.

C. The Union will provide the Fire District with a list of the names of local officers and members of the Union negotiating committee, and will update the list within ten (10) days of any changes to said list.

D. The Fire District will permit the Union to display the IAFF Certificate of Affiliation (Charter) in the paid men's office spaces.

ARTICLE VI

UNION ACTIVITY

The Fire District agrees not to discriminate against, interfere with, restrain or coerce any employee for his activity on behalf of, or membership in, the Union.

If a dispute arises as to whether the Fire District has engaged in any of the above actions against any employee because of his activity on behalf of, or membership in, the Union, it shall be upon the Union and/or employee to establish and prove such actions by citing PERC. Case Law as well as other important information. The Union and/or the employee shall have the burden of not only going forth with such proof, but also presenting facts, to establish that such actions occurred.

ARTICLE VII

NON-DISCRIMINATION

- A. The Fire District and the Union agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, national origin, physical handicaps, political affiliation, sexual orientation, residency, Union membership or non-membership, or legal Union activity permitted herein. The parties further agree not to interfere with the right of employees to become or not to become members of the Union.
- B. The Fire District and the Union agree that no one shall be subjected to unfair harassment or to abusive language.
- C. The Union recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees in the Union without discrimination.

ARTICLE VIII

GENDER

Whenever a male gender is used in this agreement, it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE IX

PAYROLL DEDUCTION OF DUES

The Fire District agrees to deduct, once each pay period, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Union, from the pay of those employees who authorize in writing that deductions be made. The Fire District shall forward the sum total of all dues deductions to the Secretary-Treasurer of the Union no more than five (5) business days after the end of each month. If, during the life of this agreement, there will be any change in the rate of the employee's dues and assessments, the Union will furnish the Fire District written notification not less than thirty (30) days prior to the effective date of such change.

Any employee in the bargaining unit on effective date of this agreement, who does not join the Union within thirty (30) days, shall be subject to Fair Share Dues. The representation fee shall be in the amount equal to 85% of the regular Union dues, fees, and assessments as certified to the employer by the Union.

ARTICLE X

WORK WEEK / DUTY ASSIGNMENTS

I. Fire Fighters and Officers

The normal workweek will consist of forty (40) hours per week with one (1) hour unpaid meal break per eight-hour tour. Said meal breaks are not part of the forty (40) hour workweek. The normal workweek will be Monday through Friday.

A. Separation of Duty

1. Meal breaks are to be one (1) hour at assigned station.
2. If a fire alarm is sounded during meal breaks, the employees on meal break shall immediately return to duty and will have the option of resuming the meal break when secured.

WORKWEEK / DUTY ASSIGNMENTS (continued)

B. Combined Force Duty

1. Unless otherwise directed by the Fire District, all officers and firefighters will report to an assigned station(s), as determined by the Fire District. If the assigned station(s) are not where designated first response apparatus are housed, driver/operators will report directly to those locations and drive the designated apparatus, without delay, to the assigned station(s).
2. The unit(s) will remain together for the entire shift and be prepared to provide an immediate first response to any fire or related emergencies within Fire District #1.
3. The Paid Captain will be in command of the paid unit(s), with the Paid 1st Lieutenant as second in command. In the absence of both officers, the senior paid firefighter on duty will become acting 1st Lieutenant and will receive 1st Lieutenant's pay for those hours. At a fire or emergency scene, the paid officer or acting officer in charge will relinquish command to any volunteer officer of equal or higher rank.
4. When more than four (4) paid personnel are on duty, the paid officer in charge shall assign at least one (1) employee to assist the first aid squads, should the need arise. Said employee shall return directly to his assigned duty station, or as otherwise directed by the officer in charge, when the first aid units no longer require assistance. The paid officer may also elect to have the fire unit(s) lend assistance to the first aid, but under no circumstances will the paid fire units become committed to a first aid call.

WORKWEEK / DUTY ASSIGNMENTS (continued)

5. The paid unit(s) will spend as much time as necessary at each fire station, as determined by the paid officers, to maintain the Fire District's apparatus and equipment and keep the Fire District's assigned spaces clean.
6. Meals will be taken together as directed by the paid officer in charge. If the unit is called out on an emergency during the meal break, the unused portion may be taken when the unit is secured, or providing a minimum of fifteen (15) minutes of the meal break remains, the unit may elect to receive overtime pay for remaining portion.
7. Before the end of the shift, the assigned apparatus will be fueled and cleaned as needed. The driver/operator(s) will return the apparatus to the assigned station(s). In any case, the paid unit must be ready and capable of responding to calls up to the end of the shift.

The Fire District reserves the right to temporarily reassign paid fire fighters and officers to any other position in the District for which they may be qualified.

II. Fire Inspector

When on Fire Bureau duty, the normal workweek shall consist of thirty-seven and one-half (37 ½) hours, with one (1) hour unpaid meal break per day. Said meal breaks are not part of the thirty-seven and one-half (37 ½) hours. The normal week will be Monday through Friday.

WORKWEEK / DUTY ASSIGNMENTS (continued)

A. Fire Bureau Duty

1. If the Fire Inspector is requested to return to duty during a meal break, he will have the option of resuming the meal break at the conclusion of the emergency, or providing a minimum of fifteen (15) minutes of the meal break remains, may elect to receive overtime pay for the remaining portion.

B. Other Duties – If the Fire Inspector is Assigned Fire Fighter Duties

1. The Fire Inspector must meet the minimum requirements of a paid firefighter, maintaining all training requirements and certifications required of said position, and shall be available for temporary reassignment, he will be under the direction of the paid officer or senior firefighter in charge and will work the firefighters work schedule.
2. The Fire District reserves the right to temporarily reassign the Fire Inspector(s) to any other position in the District for which he may be qualified.

ARTICLE XI

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting for its' members shall take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment, (work stoppage, slowdown, walk-out or other deliberate interference with normal work procedures against the Fire District.
- B. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of the Agreement shall be deemed grounds for disciplinary action, including possible discharge of such employee or employees.
- C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal procedures against the Fire District.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Fire District in its' right to seek and obtain judicial relief as it may have in law or in equity for injunction or damages or both in the event of such breach by the Union or its' members.

ARTICLE XII

ACCESS TO PERSONNEL FILES

- A. Upon written request and with reasonable notice, an employee shall be permitted to review and examine his personnel file in the presence of an appointed representative of the Fire District. Requests from the employee for copies of documents shall be honored.
- B. Copies of any documents relating to discipline or the work performance of any employee, which are to be used by the Fire District in any disciplinary proceedings, grievance hearings or evaluation report, shall be given to the employee upon request.
- C. A separate file will be maintained for each employee's medical examination reports in accordance with 42 U.S.C. 12101. Copies will be made available to the employee upon request.

ARTICLE XIII

RULES AND REGULATIONS

- A. The Union agrees that its members shall comply with all Fire District rules, regulations, policies and procedures, including those related to conduct and work performance.
- B. Any additions, changes, updates or amendments to existing rules, regulations, policies, and procedures shall be supplied in written form to each employee and to the Union.
- C. The parties hereby recognize and agree that the job function of a fire fighter requires physical exertion necessitating physical fitness in each individual fire fighter to perform their job functions for the benefit of the people of the Township of Neptune. As such, it is agreed that at least once every year, each fire fighter and fire officer will be required to submit to a functional assessment of their abilities to continue to perform the job duties and functions of a fire fighter. If results are unsatisfactory, the employees will have up to sixty (60) days un-paid suspension to be re-evaluated and receive a satisfactory result. During this suspension, employees may use sick, vacation or comp-time and personal days.
- D. To promote fitness among the employees, the Fire District will reimburse each employee for costs associated with membership at a health and fitness center, up to a maximum of \$15.00 per month. The employee must provide receipts showing the payment of fees and a minimum of four (4) times attended prior to reimbursement. At no time during the regular workday shall employees use health or fitness center facilities.
- E. The Fire District shall arrange for employees to meet with a nutritionist on a semi-annual basis, the cost for same to be borne by the Fire District.

ARTICLE XIV

UNIFORMS

- A. The Fire District shall provide each employee with station uniforms and structural fire fighting turnout gear meeting NJ PEOSH standards. The Personnel Commissioner will inspect uniforms and gear upon request. Items will be replaced if the Commissioner agrees the items are no longer serviceable.
- B. The Fire District will provide each employee with \$600.00 annually for the purpose of maintaining the uniforms, to be paid at the regular November meeting of the Board of Fire Commissioners.
- C. There will be no special badges or insignias worn on the uniforms or gear, except as approved by the Fire District.
- D. Uniforms and gear provided by the Fire District shall be worn only when on duty for the Fire District.

ARTICLE XV

TRAINING

- A. The cost of all training courses required by the Fire District, or by State or Federal law and regulation to enable employees to perform their regular duties, will be borne by the Fire District. The Fire District will also reimburse employees for receipted expenses for out-of-county travel in connection with required training.
- B. Employees may be granted time off regular duty to complete any required training which is only offered during normal work hours.
- C. The Fire District may require employees to attend mandatory drills or other training sessions, which occur on an employee's normal time off.

ARTICLE XVI

SALARIES

A. The following annual salary structure for current employees shall be in effect from January 1, 2004 through December 31, 2006. Step increases will occur on individual employment anniversary dates.

	2004	2005	2006
Probationary Yr -	\$xxxxxxxx	\$xxxxxxxx	\$xxxxxxxx
Second Year -	\$35,100	\$xxxxxxxx	\$xxxxxxxx
Third Year -	\$40,700	\$xxxxxxxx	\$xxxxxxxx
Fourth Year -	\$46,300	\$xxxxxxxx	\$xxxxxxxx
Fifth Year -	\$51,900	\$54,400	\$xxxxxxxx
Sixth Year -	\$61,600	\$64,100	\$66,600
Lieutenant -	\$62,600	\$65,100	\$67,600
Captain -	\$63,600	\$66,100	\$68,600

B. The following annual salary structure for employees hired effective with January 1, 2004 shall be in effect from January 1, 2004 through December 31, 2006.

	2004	2005	2006
Probationary Yr -	\$27,000	\$27,000	\$27,000
Second Year -	\$32,500	\$33,000	\$33,500
Third Year -	\$38,000	\$38,500	\$39,000
Fourth Year -	\$43,500	\$44,000	\$44,500
Fifth Year -	\$49,000	\$49,500	\$50,000
Sixth Year -	\$54,500	\$55,000	\$55,500
Seventh Year -	\$60,100	\$60,100	\$60,100
Lieutenant -	\$62,600	\$65,100	\$67,600
Captain -	\$63,600	\$66,100	\$68,600

SALARIES (continued)

C. All employees who have served with the Fire District for a minimum of five (5) years shall be entitled to longevity payments in accordance with the following schedule. The longevity payment shall be added to the base salary of the employee to create an aggregate base salary for pension purposes starting January 1, 2005.

Years 6-10	-	\$2,100
Years 11-15	-	\$2,400
Years 16-20	-	\$3,000
Years 21-25	-	\$3,300
Years 26+	-	\$4,100

ARTICLE XVII

OVERTIME

- A. Overtime will be paid for all hours worked over forty (40) hours in a normal work week. Authorized absences will be considered as hours worked.
- B. An employee who is authorized, directed, or required to work longer than his regular shift shall be paid at the rate of one and one-half (1 ½) his normal rate of pay for such time. Payments shall be made on the following basis:
- Up to the first 15 minutes- no pay.
 - 16 through 30 minutes - 30 minutes pay.
 - 31 through 60 minutes - 60 minutes pay.
 - Rounded up in 30 minute segments thereafter.
- C. The employee may request compensatory time off in lieu of overtime pay, as approved by the Personnel Commissioner.
- D. “Call backs” for emergencies or stand-by duty, as authorized by the Board of Fire Commissioners, shall be for a minimum of two (2) hours payable at time and one-half the regular rate of pay, and will be made on an equalization basis. The Union will be responsible to maintain the equalization list and provide the Personnel Commissioner with an updated list whenever a change is made.
- E. Employees on sick leave or out on disability will not be called back for emergencies.
- F. Overtime will also be paid for all required drills, training sessions and meetings authorized by the Commissioners, which are held on employee’s normal time off.

OVERTIME (CONT.)

G. Employees will be required to work on five (5) holidays. These holidays are:

- Martin Luther King Birthday
- Presidents Day
- Good Friday
- Columbus Day
- Veterans Day

H. Employees required to work on the five (5) recognized holidays will be paid at the normal pay rate for all hours worked, plus an additional eight (8) hours straight-time Holiday pay. The five (5) days Holiday pay will be paid at the Regular June meeting.

ARTICLE XVIII

HOLIDAYS

A. The Fire District hereby agrees to grant the following seven (7) holidays per annum to each employee:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

B. When a recognized Holiday falls on a Saturday, it shall be observed on the preceding Friday. When a recognized Holiday falls on a Sunday, it shall be observed on the following Monday.

C. When a recognized holiday falls on an employee's vacation, the employee shall not be charged for that vacation day.

D. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday or for the unauthorized absence. Further, such unauthorized absence shall result in charges and possibly disciplinary action, up to and including the possible termination of employment.

E. Employees who are on leave of absence without pay or disciplinary suspension will not be eligible for Holiday pay.

ARTICLE XIX

PERSONAL DAYS

- A. Regular full-time employees will be granted three (3) personal days off from work with pay.
- B. Requests for personal days must be made in writing and submitted to the Personnel Commissioner at least three (3) working days in advance. Requests to take personal days will not be unreasonably denied.

(Note: The third personal day is in lieu of Election Day Holiday)

ARTICLE XX

BEREAVEMENT LEAVE

- A. In the event of the death of a member of an employee's immediate family, the employee shall be granted three (3) days off with pay, up to and including the day of the funeral. Immediate family shall include: wife, child, stepchild, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- B. In the event of the death of an aunt, uncle, nephew, niece, or spouse's aunt, uncle, nephew or niece, the employee shall be granted leave with pay for the day of the funeral.
- C. In the event of the death of a relative or in-law identified in paragraph "A" who resides outside of the State of New Jersey, and if an employee can show that additional time is needed, with the approval of the Personnel Commissioner he shall be allowed up to two (2) additional days off without pay.
- D. An employee who is already off when bereavement leave is called for (except regular days off) shall have his full bereavement leave granted and other time off affected shall be scheduled at a later date.

ARTICLE XXI

SICK LEAVE

- A. All full-time employees shall be granted up to twelve (12) sick days per year, earning one (1) sick day per month. Unused sick days can be accumulated up to a maximum of 240 days. Upon termination in good standing, employees shall receive payment for one half (1/2) of the accumulated sick leave not otherwise taken or used.
- B. If an employee without accumulated sick leave should terminate employment during the year, a calculation shall be made of sick days taken versus sick days earned. If the days taken are in excess of the days earned, he shall have the proper amount of compensation deducted from his final pay. Should insufficient fund be available, the employee shall reimburse the Fire District for the difference. Probationary employees can take only earned sick leave.
- C. Sick leave shall be granted to employees when they are unable to perform their work by reason of personal illness or accident. Up to three (3) days per year may be used for an illness in the immediate family, which requires the employee's direct assistance. The immediate family is interpreted as meaning the employee's wife, husband, child, or any other family member living with the employee.
- D. An employee who will be absent for reasons that entitle him to sick leave shall notify the Personnel Commissioner at least one (1) hour prior to his scheduled start time. Failure to give proper notification may be cause for the denial of the use of sick leave, and may also result in disciplinary action. Also, an absence without notice for five (5) consecutive days, barring extenuating circumstances, shall be considered a resignation.

SICK LEAVE (continued)

- E. Sick leave cannot be taken for such things as ordinary dental care, or for any other professional services that can be normally scheduled within the employee's non-working time.
- F. One-half (1/2) of one (1) day is the smallest unit to be considered in computing sick leave used.
- G. Notwithstanding anything herein contained, the Fire District reserves the right to require an employee requesting sick leave to present to the Board of Fire Commissioners such evidence and/or medical reports and documents as the Board may reasonably request in order to determine whether sick leave is warranted.
- H. With the respect to sick leave, there shall be a deduction from the employee's salary and benefits to which he would be entitled, for payments such as worker's compensation and any payment from any type of insurance or otherwise, excepting from any payments made pursuant to a private plan solely paid for by the employee and not contributed to by the Fire District. It shall be mandatory that employees apply for any such benefits.
- I. Each employee shall receive a monthly statement that indicates the employee's total accumulated sick time and year-to-date sick time used.

ARTICLE XXII

INJURY LEAVE

- A. If an employee is incapacitated in the line of duty, i.e. during the performance of any work-related activity, firefighting or EMS duties, because of an injury, or sustains a work-related illness, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties, as certified by a physician authorized by the Fire District. Such payments shall be for up to one year or until the employee is placed on disability leave or pension, whichever comes first, and reduced by any payment received from Workers' Compensation.
- B. For the purpose of the Article, injury or illness incurred while the employee is attending in-service training shall be considered to be in the line of duty.
- C. If an employee is absent for reasons that entitle him to injury leave, the Personnel Commissioner shall be notified at least one (1) hour prior to the employee's starting time. Failure to notify the Commissioner may result in denial of the use of injury leave for that absence.
- D. An employee must report his injury as soon as practicable after the occurrence of such injury in order to be eligible for benefits under this article.
- E. The Fire District may require an employee who has been absent because of injury, as a condition of his return to duty, to be examined by a physician designated by the Fire District at the expense of the Fire District.
- F. Employees returning from authorized injury leave, as set forth above, will be restored to their original job classification and at the appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE XXIII

SEPARATION

- A. An employee who resigns will tender his resignation in writing to the Personnel Commissioner at least three (3) weeks prior to the effective date of the resignation.
- B. All employees will, when leaving the service of the Fire District, turn in all gear, uniforms, keys, property and documents of the Fire District and sign a "Termination Receipt" before receiving their final compensation. This receipt will be filed in the employee's personnel file as evidence of the satisfaction of all claims against the Fire District.
- C. In all cases except discharge of an employee for cause other than sickness or disability, the employee shall be paid in full for unused and accumulated sick leave at the prevailing rate subject to the limitations set forth in paragraph A of "Sick Leave". In the case of discharge of an employee for causes other than sickness or disability, there shall be no payment for unused sick leave. The Fire District may refuse to accept the resignation of any employee against whom any charges are pending or contemplated. With respect to any contemplated charges the same shall be made against the employee within thirty (30) days of any tendered resignation.
- D. Any employee resigning and not giving at least three (3) weeks notice in writing prior to the effective date of the resignation, shall be considered "resigning not in good standing" and shall forfeit any earned vacation, accumulated sick leave, paid holidays and compensatory time-off. Vacations requested after February 1 will be handled on a first-come, Seniority basis.
- E. Upon separation and/or retirement the employee shall comply with all requirements of the Police and Firemen's Retirement System of New Jersey.

ARTICLE XXIV

VACATIONS

- A. Each regular employee shall be entitled to vacation leave based on his years of continuous service, according to the following schedule:
- Probationary employees shall receive no vacation.
 - Beginning with year two (2) through end of year five (5), employee shall receive ten (10) working days.
 - Beginning with year six (6) through end of year ten (10), employee shall receive fifteen (15) working days.
 - Beginning with year eleven (11) through end of year fifteen (15), employee shall receive twenty (20) working days.
 - Beginning with year sixteen (16) and thereafter, employee shall receive twenty-five (25) working days.
- B. If an official holiday, recognized by this agreement, occurs during an employee's vacation, he shall be entitled to an additional day off in lieu of the holiday.
- C. Additional vacation time will not be granted except as noted in paragraph B above and in Article XIX, paragraph C. Sickness and/or other disabilities or personal problems which occur during vacation will not entitle an employee to additional vacation.
- D. Requests for vacation must be submitted to the Personnel Commissioner by February 1. Minimum staffing shall be maintained to provide coverage.

VACATIONS (continued)

- E. All vacation time must be used in the current year and cannot be accumulated without written approval and subject to any special provisions of the Fire District.

- F. If a vacation leave request is denied a written explanation shall be given to the affected employee within five (5) days of such denial. The granting of vacation leave will not be unreasonably withheld.

ARTICLE XXV

WITNESS LEAVE

When a regular employee is party to litigation in matters related to his capacity as an employee of the Fire District, he shall be granted time off with pay if the appearance is during a scheduled work shift. This grant of time off with pay shall not apply if the employee is suing the Board of Fire Commissioners, if the employee is defending against an action brought against him by the Board, or if the employee is not entitled to be indemnified by the Board in said action because the challenged actions in the litigation did not occur within the scope of the employee's employment.

ARTICLE XXVI

MEDICAL BENEFITS

The Fire District will provide their employees with the same health benefits plan as is provided to the Police Department of Neptune Township. If the Police Department should change said plan or do away with same, the Fire District shall provide a plan for its employees which is substantially similar.

The Fire District shall also provide a dental and vision insurance plan, which is substantially similar to the existing plan in effect on December 31, 2003.

ARTICLE XXVII

LAYOFF AND RECALL

- A. Layoff is defined as a non-disciplinary separation of a full-time employee from their position. In the case of personnel reductions, the employee with the least seniority shall be laid off first according to the following:
1. The Fire District shall provide thirty (30) calendar days written notice to employees who are to be laid off.
 2. The Fire District will notify and arrange to meet with the Union at the earliest opportunity regarding potential layoffs.
- B. Employees shall be recalled to work in the reverse order in which they are laid off. Notice of recall shall be made in writing and sent via certified mail to the employee's home address of record. The employee must provide the Fire District of any changes of address while awaiting recall. Employees returning from layoff shall retain all seniority accumulated prior to the time the layoff occurred.
- C. The Fire District shall not hire new employees while there are employees on the recall list able to perform the duties of any job title covered by this agreement, unless such employees on recall refuse to accept such employment.
- D. Recalled employees must report for duty within fourteen (14) days after receipt of notice. If the employee fails to report, he shall forfeit his recall rights and will be considered to have resigned his position with the Fire District.

ARTICLE XXVIII

RETIREMENT/PENSIONS

- A. Fire District Employees enrolled in the Police and Firemen's Retirement System of New Jersey are subject to the requirements and provisions of the respective plans.
- B. The employee's contribution to the plan is deducted from the salary paid to such full-time employees, and remitted to the State as prescribed by law.
- C. The Fire District's contribution for said employees is determined by, and subsequently remitted to the State in accordance with the provisions of State Law.
- D. The Fire District Employee having completed the required number of years of service may apply for retirement as provided for by the plan and State Law.
- E. Any employee contemplating retirement shall provide the Fire District with written notification of such no later than October 1 of the year preceding the contemplated retirement. Failure to give such notification may result in delay of payment of the amount due for accumulated sick leave until the fiscal year following retirement.
- F. Employees who retire under the Police and Firemen's Retirement System with twenty-five (25) years of service credited in such retirement system, excepting employees who elect deferred retirement and further excepting employees who retire on a disability pension based on fewer years of service credited in such retirement system, shall be provided with paid hospitalization for such retired employees and those dependants covered under the hospitalization program in effect as of the date of such employee's retirement in accordance with Chapter 88, P.L. 1974, Chapter 436, P.L. 1981, NJSA 52:14-17.25 et. Seq. Specifically not included under this retirement benefit are vision service plans and any dental plans.

RETIREMENT/PENSIONS (continued)

G. If the Fire District leaves the Hospitalization program in effect at the time of such retirement(s), the Fire District will provide the same hospitalization program as it provides the firefighters. "Hospitalization" shall mean the health benefit in effect for the said employees excepting there from any vision service plans and any dental plans, which are not included as a retirement benefit.

ARTICLE XXIX

DISCIPLINE AND DISCHARGE

A. Depending on the seriousness of the matter, disciplinary action imposed shall be in the following forms:

- Informal verbal reprimand.
- Written reprimand.
- Immediate suspension from duty with pay pending an investigation.
- Suspension from duty without pay.
- Demotion.
- Discharge.

B. Suspensions from duty without pay, demotions and discharges will require an investigative meeting with the employee and his designated Union representative. Prior to the implementation of such discipline, written notice shall be given to the employee, with a copy to the Union Representative, which shall include a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the discipline is based, and the nature of the discipline. The requirements of this paragraph shall not apply if there is a need for immediate action by the employer.

ARTICLE XXX

GRIEVANCE PROCEDURE

- A. The purpose of the procedure is to secure, at the lowest possible level, an equitable solution to the problems, which may arise from the application of the terms and conditions of this agreement.

- B. The term “grievance” as used herein means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this agreement, and may be raised by an employee or his Union representative. Failure of either the aggrieved employee or his representative to act within any of the designated time constraints shall constitute abandonment of the grievance.

- C. Steps of the Grievance Procedure:
 - 1. Aggrieved employees shall notify the President of the Union or their Union representative prior to instituting formal grievance procedures.

 - 2. The aggrieved employee or his union representative, within five (5) working days of the alleged incident, or the implied knowledge of the alleged incident, will request a meeting with the Personnel Commissioner of his designee. If the Personnel Commissioner of his designee fails to meet with the aggrieved party and his representative within five (5) working days of the request for a meeting, or the matter cannot be resolved at this level, Step 3 will be instituted. If the matter can be settled at this level, no further action will be taken and the matter will be considered closed. The Personnel Commissioner or his designee must render a decision on the Step 2 meeting within seventy-two (72) hours.

GRIEVANCE PROCEDURES (continued)

3. A written grievance must be submitted to the Board of Fire Commissioners within ten (10) working days following the Step 2 meeting or within fifteen (15) working days from the request for a Step 2 meeting. The Board of Fire Commissioners will meet with the aggrieved party and his representative at their next regularly scheduled meeting, and in any case will render a written decision on the matter within thirty (30) days from receipt of the written grievance.
4. If the aggrieved party finds the Board's decision unsatisfactory, or if the Board fails to act in accordance with the provisions of Step 3, the aggrieved party and the Union may appeal to such State Agency as is provided by law for the settlement of Union-Management grievances within the public sector. The costs for such arbitration services shall be borne equally by the Fire District and the Union. The party incurring same shall pay any other expenses, including but not limited to the presentation of witnesses. The decision of an arbitrator will be final and binding on all parties.

ARTICLE XXXI

TERM AND DURATION OF AGREEMENT

The term and effects of this agreement shall commence on the first (1st) day of January 2004, and shall remain in full force and effect until the thirty-first (31st) day of December 2006.

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XXXII

VOLUNTEERING

As of this date, all paid firefighters of Neptune Township who wish to volunteer their services to the independent volunteer fire companies within Neptune Township may do so. They must sign a Memorandum of Agreement, which states all of the stipulations in this article.

In the future, should the Law or Opinion that the Memorandum is based on change, the Board reserves the right to prohibit its paid employees from volunteering within the Township.

This article is only valid if the Board & Union Memorandum of Agreement (Appendix A) is completed.

ARTICLE XXXIII

SUCCESSORS

This agreement will be binding upon the successors and assigns of the parties hereto, and no provisions, term, or obligation herein contained will be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, transfer or assignment of either party hereto.

Amendment to Article XIII Paragraph C

It is hereby agreed that Article XIII, Paragraph C, in the signed contract between Township of Neptune Fire District No. 1 (Fire District) and International Association of Firefighters Local 2691 (Union) valid from January 1, 2004 through December 31, 2006 shall be amended to read as follows:

- C. The parties hereby recognize and agree that the job function of a fire fighter requires physical exertion necessitating physical fitness in each individual fire fighter to perform their job functions for the benefit of the people of the Township of Neptune. As such, it is agreed that at least once every year, each fire fighter and fire officer will be required to submit to a functional assessment of their abilities to continue to perform the job duties and functions of a fire fighter. If results are unsatisfactory, the employees will have up to sixty (60) days un-paid suspension to be re-evaluated and receive a satisfactory result. During this suspension, employees may use sick leave, vacation, comp-time and personal days.

The following parties sign as authorized agents on behalf of the “Union” and “Fire District” in agreement of this amendment.

<u>Neptune Fire District #1</u> Township of Neptune, County of Monmouth, State of New Jersey Date _____ By _____ John Fritz, Chairman Board of Fire Commissioners ATTEST: Date _____ _____ Robert Purgatorio, Clerk Board of Fire Commissioners	<u>Neptune Uniformed Firefighters</u> Local 2691 of the International Association of Firefighters AFL-CIO-CIC Date _____ By _____ Dwayne Breeden, President Local 2691 ATTEST: Date _____ _____ Lester Harker, Secretary Local 2691
---	--