

BOARD  
COPY

Contract no. 857

EMPLOYMENT AGREEMENT  
FOR THE TERM COMMENCING  
JANUARY 1, 1992 ENDING AS OF JANUARY 1, 1995

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND FINANCIAL SERVICES

JUN 23 1992

RUTGERS UNIVERSITY

PREAMBLE

This agreement, entered into this *26<sup>th</sup>* day of *MARCH*, 1992, by and between the Board of Fire Commissioners, District No. 1, Neptune Township, in the County of Monmouth, State of New Jersey, hereinafter called the "Board" and Local 2691 of the International Association of Fire Fighters AFL-CIO-CIC hereinafter referred to as the "Union" (Local 2691).

The parties hereto agree that this agreement shall be for the term commencing January 1, 1992 and ending as of January 1, 1995.

PAID FIRE EMPLOYEES CODE

Paid Fire Employees Code of the Board of Fire Commissioners, Fire District No. 1, Neptune Township, Monmouth County, New Jersey entitled "RESOLUTION ESTABLISHING THE POSITIONS OF FOUR FIREMEN, PROBATIONARY EMPLOYEE AND ONE SUPERVISOR, SETTING FORTH THEIR DUTIES, AND PROVIDING FOR DISCIPLINE", including any amendments thereto which may have been passed from time to time, is incorporated herein by reference and if there is an inconsistency or conflict between said resolution and this contract, said resolution shall govern.

With respect to this contract, the Board of Fire Commissioners shall introduce a salary and benefit resolution to make effective the provisions of this contract commencing January 1, 1992.

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting of its members 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 Board.

B. In the event of a strike, slowdown or walk-out, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of the Agreement shall be deemed grounds for discipline including possible discharge of such employee or employees. Such discipline is subject to the grievance procedure of this Agreement.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other deliberate interference with normal work procedures against the Board.

D. The Board reserves the right when two (2) or more paid full time employees of the Board are unable to report to normal duty for alleged "sick leave" during times of negotiation or grievance, to order the employees to submit to examination by the Board's Physician at Board expense.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such 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.

RECOGNITION

The Board recognizes the Neptune Uniformed Firefighters Association, Local 2691, for the purpose of collective negotiations as the exclusive representative of the individual members of Local 2691.

PAYROLL DEDUCTION OF DUES

The Board agrees to deduct, once each month, dues and assessments in an amount certified to be current by the treasurer of Local 2691 from the pay of those employees who individually request in writing that such deductions be made.

The total amount of deductions shall be remitted each month by the employer to the treasurer of the Local. This authorization shall remain in full force and effect during the term of this agreement.

### MANAGEMENT RIGHTS

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

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

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

UNION SECURITY

All present employees who are members of Local 2691 on the effective date of this agreement shall remain members of Local 2691.



### DISCRIMINATION

The employer agrees not to discriminate against any employee for his activity in behalf of, or membership in, the Union. The employer and the Union agree that there shall be no discrimination against any employee because of race, creed or religion.

If a dispute arises to whether the employer has discriminated against an employee because of his activity in behalf of, or membership in, the Union, it shall be upon the Union and/or employee to establish and prove such discrimination. The Union and/or the employee shall have the burden of not only going forth with such proff but presenting facts to establish such discrimination.

### UNION BUSINESS

The Board agrees to grant time off to one Union employee elected to Union office without loss of pay for such employee to attend Union business in accordance with and not to exceed the following schedule:

1. One day per month to such employee to attend the regular monthly meeting of the Uniformed Firefighters Association.
2. Up to three days to attend mid-year convention for said organization.
3. Up to five days to attend state convention of said organization.

A second employee elected to Union office may also attend such Union activities during working hours with the loss of pay for such working hours.

The aforesaid employee or employees shall give the Board at least two weeks written notice prior to any of the aforesaid Union functions. If said two weeks written notice is not given, the Board may decline to grant the time off.

GENERAL

All future employees hired by the Board will have a complete medical examination by the physician designated by the Board at the expense of the Board.

Paid firefighters will have a yearly examination by the Board's physician at the expense of the Board and a copy of the physical report to be filed in employee's personnel file.

Paid firemen shall meet the certification set forth by New Jersey First Aid Council or as the same may be amended from time to time.

WORK WEEK

A. The work week shall be 40 hours a week with one (1) hour meal break per eight-hour tour, said meal break not to be part of the 40 hour work week. Meal hours are to be staggered so as to have one man on duty in the Eastern section and one in the Western section.

B. If fire alarm is sounded during meal break, the employees shall immediately return to duty.

C. The employer shall give an employee no less than two weeks notice prior to any change in working hours, except in the case of an emergency.

RULES AND REGULATIONS

A. The local agrees that its members shall comply with all Fire Department rules and regulations that are in writing, including those relating to conduct and work performance.

B. All rules and regulations shall be presented in writing to the local before enforcement.

WAGES

A. The following annual salary structure shall be in effect commencing January 1, 1992 and ending as of January 1, 1993.

Probationary Firemen  
and for first year of employment \$28,266.01

Firemen

Starting second year of  
employment \$31,406.70

Starting third year of  
employment \$32,567.53

Starting fourth year of  
employment \$37,823.28

B. The following annual salary structure shall be in effect commencing January 1, 1993 and ending January 1, 1994.

Probationary Firemen  
and for first year of employment \$29,537.98

Firemen

Starting second year of  
employment \$32,820.00

Starting third year of  
employment \$34,033.07

Starting fourth year of  
employment \$39,525.33

C. The following annual salary structure shall be in effect commencing January 1, 1994 and ending January 1, 1995.

Probation Firemen  
and for first year of employment \$31,014.88

Firemen

Starting second year of  
employment \$34,461.00

Starting third year of  
employment \$35,734.72

Starting fourth year of  
employment \$41,501.60

OVERTIME - FIREMAN

In the event that a need for overtime should occur in the Fire Department because of an emergency, such as flood, snow storms, hurricane or other unforeseen conditions, overtime shall be paid at 1½ times the rate of pay.

Overtime shall be paid either by compensatory time off or by compensation at the option of the employee.

The paid fireman assigned to the house of the Company called shall be called when any paid crew is put on by the Board for emergency duty or state of emergency, even if on vacation or other time off status, except if on sick leave or other time off because of disability.

### LONGEVITY

A. Longevity shall be granted after completion of 5 years of service in accordance with the following:

1. \$500.00 at beginning of 6th year of service.
2. \$850.00 at beginning of 11th year of service.
3. \$1,200.00 at beginning of 16th year of service.
4. \$1,550.00 at beginning of 21st year of service.

B. Longevity shall be computed and based upon the actual date of hiring the employee and payment shall be pro-rated over the calendar year with the employee to receive a pro-rata share of the longevity based upon the remaining days in the calendar year when said employee becomes eligible for such longevity.

C. Longevity for the calendar year or so much as remains of the calendar year shall be paid in as equal installments as possible in each of the regular payment for wages to be made to an employee.

D. Upon the termination of employment of an employee, the Board shall not be obligated to pay any longevity payment not paid in the regular payments for wages made to said employee as aforesaid.



## VACATION

Firemen shall receive vacation with pay in each calendar year according to the following schedule:

1. First year probationary paid fireman shall not receive any vacation.
2. From the beginning of the second year of service through and including the fifth year of service, ten (10) working days annually.
3. From the beginning of the sixth year through and including the fifteenth year of service, fifteen (15) working days annually.
4. From the beginning of the sixteenth year and thereafter, twenty (20) working days annually.
5. The employee's anniversary date shall be the date of his hiring by the Board.
6. All vacation time must be used in the current year, and cannot be accumulated without the approval of and subject to any special provisions as may be decided by the Board.
7. Sickness, leave for death in family, and/or other disabilities or problems of an employee which occur during vacation or scheduled vacation time, shall be taken as vacation time and not as sick leave, death leave, or any other leave.

## SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill and requiring the care of such employee.

B. Unless otherwise set forth, member of the immediate family is interpreted as meaning the employee's wife, child, step child, mother, father, brother, sister, spouses mother, father, brother or sister provided said person is living with the employee. In all other instances, such leave is and shall be at the sole discretion of the Board to grant or deny.

C. The rules which follow apply to the payment of salaries during periods of illness or disability of regular permanent employees. Temporary employees are not entitled to compensation for such absences.

D. Sick leave is earned by the employee at the rate of one (1) day for each calendar month the employee works up to a maximum of twelve (12) sick days leave for each calendar year. If such employee requires none or only a portion of this allowable sick leave during any calendar year, the amount of this sick leave not taken and earned, accumulates to the employees credit from year to year up to a maximum of 240 days and no accumulation thereafter. The employee is entitled to the accumulated sick leave, subject to the aforesaid limitation, with pay, if and when needed. At termination of employment, the employee shall receive payment for one-half ( $\frac{1}{2}$ ) of the accumulated sick days not otherwise taken or used, subject to paragraph C of "Separation."

E. One-half of one working day shall be the smallest unit to be considered in computing sick leave used.

F. Sick leave cannot be allowed for such things as ordinary dental care, nor for any other professional services that can be normally scheduled within the employee's non-working time.

G. Subject to a limitation of a maximum period of up to but not exceeding 365 consecutive days, an employee who is certified by the Board as absent on account of a disability or accident caused and happening in and during the usual course of his employment with the Board of Fire Commissioners, Fire District #1, Neptune Township, Monmouth County, New Jersey, and directly in the line of duty, shall not have the first 365 consecutive days of such absence charged against his sick leave. The word "days" of this paragraph includes working and non-working days. Said certified employee shall be entitled to such injury sick leave with full pay during the period in which he can not perform his duties subject to a limitation of said 365 consecutive days. Such employee at the request of the Board provide medical information and medical information authorizations as may from time to time be requested by the Board and such employee shall be subject to such examination or examinations as to physical and/or mental condition of said employee as the Board may request from time to time. Failure of the employee to comply with such requests either before such certification, or after such certification, without good cause, shall result in automatic denial of certification by the Board or termination of the leave and pay set forth in this paragraph. Any such mental and/or physical examination required by the Board shall be done at the sole expense of the Board.

H. Notwithstanding anything herein contained, the Board reserves unto itself the right to require any employee requesting sick leave to present to the Board such evidence and/or medical and/or mental reports, and documents, as the Board may reasonably request in order to determine whether sick leave is warranted. At the request of the Board, any employee requesting sick leave, may be required to have a physical and/or mental examination done by a physician or other specialist chosen by the Board at the Board's expense.

I. With respect to sick leave including but not limited to that set forth in paragraph G hereof, there shall be deducted from the employee's salary any benefits to which he would be entitled for salary such as workmen's compensation, and any payment from any type of insurance or otherwise, excepting herefrom any payments made pursuant to a private plan solely paid for by the employee and not contributed to by the Board. It shall be mandatory that an employee apply for any such benefits.

## HOLIDAYS

A. The following are the legal holidays for the paid Firemen:

1. New Year's Day
2. Presidents Day
3. Good Friday
4. Memorial Day
5. Foruth of July
6. Labor Day
7. Columbus Day
8. General Election day or if employee is required to work on said day, employee shall have a day off to replace the Election Day
9. Veteran's Day
10. Thanksgiving Day
11. The Friday after Thanksgiving
12. Christmas
13. Martin Luther King's Birthday

B. An employee who is absent without leave on the day immediately preceding or following a holiday shall not be paid for the holiday nor for the day of unauthorized absence, and such unatuhorized absence shall result in charges and possible disciplinary action including possible termination of employment.

C. If any official holiday occurs during an employee's vacation, he or she will be entitled to an additional day in lieu of the holiday.

D. In the event that listed legal holiday falls on a Saturday, the employee shall have the preceding Friday off. If a listed legal holiday falls on a Sunday, the employee shall have the following Monday off.

E. Each paid Fireman is granted two personal days off from work with pay. Any request for such personal day shall be made in writing and given to the Personnel Commissioner sufficiently in advance of the requested personal day so that the Personnell Commissioner may arrange for a substitute.

## HOSPITALIZATION

The Board shall enroll its paid Firemen in the same health benefit program as the Police Department of Neptune Township.

Any Fireman who retires under the Police and Firemen's Retirement System based on the required years of service credited in such retirement system, excepting the Fireman who elected deferred retirement and further excepting the Fireman who retires on a disability pension based on fewer years of service credited in such retirement system, shall be provided with paid hospitalization for such retired employee and those dependants covered under the hospitalization program in effect as of the date of such Fireman's retirement for a period of fifteen (15) consecutive years thereafter, the date of retirement to be the starting date of said fifteen (15) year period.

If the Board leaves the Hospitalization program in effect at the time of such retirement, the Board will provide the same hospitalization program as it provides paid Firemen. "Hospitalization" shall mean the health benefit program in effect for the paid Firemen.

### UNIFORMS

- A. The Board shall allow an amount of \$500.00 annually to each paid employee for the maintenance of uniforms and clothing. Said amount to be paid at the regular November meeting.
- B. The Board shall purchase the necessary uniforms.
- C. Uniforms should be uniform with no special badges or insignias.
- D. Uniforms, clothing and equipment provided by the Board shall be worn only during employment on behalf of the Board.

### RETIREMENT BENEFITS

A. All Board 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 employee, and remitted to the State as prescribed by law.

C. The Board's contribution for such employees is determined by, and subsequently remitted to the State in accordance with the provisions of the State Law.

D. Board employees having completed the required number of years of service, and having attained the specified age, may apply for retirement as provided for by the plan and State Law.

## SEPARATION

A. Employees who resign will tender their resignation in writing to the Clerk, at least three (3) weeks prior to the effective date of the resignation in order to provide sufficient time for appointing said Instruction of a successor.

B. All employees will, when leaving the service of the Board of Fire Commissioners complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employee's Personal History File as evidence of the satisfaction of all claims against the Board of Fire Commissioners. All gear, uniforms, keys, property and documents of the Board shall be delivered to the Board prior to receipt of final compensation.

C. In all cases except discharge of an employee for cause other than sickness or disability, the employee shall be paid for unused and accumulated sick leave at the prevailing rate subject to the limitations set forth in paragraph D 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 Board 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 resignation, shall be considered "Resigning not in good standing" and shall forfeit any earned vacation, worked holidays and compensatory time-off.

E. Upon separation and/or retirement, the employee shall comply with all requirements of the Police and Firemen's Retirement System of New Jersey.



### VISION SERVICE PLAN

Provided Vision Service Plan, Inc. Plan C Group Vision Care Agreement eligibility requirements are met and further provided that the monthly cost of said plan does not exceed \$20.00 (Twenty Dollars) per participant, the Board shall enter into said plan agreement enrolling the said Firemen in the same. The monthly cost of the same (not to exceed \$20.00 per month per participant) shall be equally shared by the participant and the Board, that is each participant shall pay up to \$10.00 (Ten Dollars) per month and the Board shall pay up to \$10.00 (Ten Dollars) per month per participant. Direct payroll deductions from each participant is hereby authorized.

In the event the monthly cost of the same exceeds said \$20.00 (Twenty Dollars) per participant at any time during the term of this agreement, the Board and Union shall confer with respect to such excess. If no agreement is reached with respect to such excess, the Board has the right to terminate said plan agreement.

## GRIEVANCE PROCEDURE

A. In the event any employee or group of employees of the Union shall have a grievance or complaint, an earnest effort shall be made to settle the grievance or complaint promptly through the following procedures:

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, his Union representative or the Board.

### C. Steps of the Grievance Procedure

#### Step One:

The Union Grievance Committee, upon receiving a written and signed petition from an employee, shall determine if in its opinion a grievance exists. If, in its opinion, no grievance exists, no further action will be taken.

#### Step Two:

In the event in the Union's opinion a grievance does exist, the Grievance Committee shall, with or without the physical presence of the aggrieved employee(s), present the grievance within ten (10) days of the occurrence of the same to the Personnel Chairman or Board's designee for resolution. The Personnel Chairman or Board's designee shall then conduct a meeting with the aggrieved(s) and the Union President, or his designee, within five (5) working days of receipt of the grievance. The Personnel Chairman or Board's designee will then render a decision no later than seventy-two (72) hours after conducting the meeting. Failure to reply to the said grievance shall constitute a denial of the same. The time within which the said meeting and reply shall be made shall exclude weekends and holidays.

Step Three:

In the event no hearing is held in Step Two or the matter is not resolved, aforesaid within five (5) days, excluding weekends and holidays, the grievance shall be presented in writing to the Board, who, within the next ten (10) working days, excluding weekends and holidays, will conduct a meeting with the aggrieved(s) his representative(s) and such other parties as may be involved. The Board may render a decision verbally, to be confirmed in writing within seventy-two (72) hours after the said meeting, excluding weekends and holidays.

Step Four:

In the event the grievance is not resolved in Step Three to the satisfaction of the Union, within thirty (30) days of service of such written decision, the Union may resort to appeal to such state agency as is provided by law for the adjustment and settling of Union-Management grievances within the sector of public employment.

D. Board Grievances

With respect to any grievances initiated by the Board, at the option of the Board, a meeting may be held between the representative of the Board or a personnel supervisor and Union representative and/or employee in an effort to try to resolve such grievance. Notwithstanding the aforesaid, whether or not the aforesaid procedure is used, the Board reserves and maintains the right, power and authority to initiate any proceedings allowed by law and/or provided in this Agreement with respect to resolution of grievances, the discipline, suspension and/or termination of any employee.

## DEATH LEAVE

In case of death in the immediate family, an employee shall be granted leave with full pay from date of death up to and including the day of the funeral up to a maximum of three (3) days.

For the purpose of death leave, "immediate family" shall mean the employee's wife, child, step child, mother, father, brother, sister, grandmother, grandfather, spouse's mother, father, brother or sister, grandmother or grandfather.

### LIMITATION

The provisions of this Agreement are limited to and apply only to full time probationary Firemen, and full time Firemen. No other employee, whether full time or part time, is granted any rights of whatsoever nature under the provisions of this Agreement. The supervisor is specifically not included in this Agreement.

NO LOCKOUT PLEDGE

The Board covenants and agrees that during the term of this Agreement neither it nor anyone acting in its behalf will cause, authorize, or support any lockout of any employee or group of employees. The disciplining, suspension, and/or termination of any employee in accordance with lawful procedure, shall not be considered a lockout.

LIMITATION ON VACATION AND SICK LEAVE

After every twenty work days absence in a calendar year by a paid Fireman by reason of sick leave, the next work day absence by reason of sick leave shall result in said employee losing one vacation day and one day of accumulated sick leave. If said employee does not have sufficient vacation days remaining, loss of vacation days shall be further applied to future vacation days notwithstanding that such vacation days are in future calendar years.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their proper corporate officers and their corporate seals to be attached hereto.

BOARD OF FIRE COMMISSIONERS  
District No. 1  
Neptune Township  
Monmouth County, New Jersey

By: Lawrence W. White Pres.  
LAWRENCE W. WHITE - President

ATT:

Robert E. House  
ROBERT E. HOUSE - Secretary

LOCAL 2691, INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO-CLC

By: Nicholas W. LaCour  
President

ATT:

Nicholas W. LaCour  
Secretary