

**AGREEMENT BETWEEN**  
**TOWNSHIP OF NEPTUNE FIRE DISTRICT # 1**  
**(FIRE DISTRICT)**

**AND**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**LOCAL 2691**  
**(UNION)**

**JANUARY 1, 2022 – DECEMBER 31, 2024**

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**ARTICLE 1**

**PREAMBLE**

This agreement entered into this 20<sup>th</sup> day of September, 2023 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 Firefighters Local 2691 of the International Association of Firefighters 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, 2022, through December 31, 2024.

**ARTICLE 2**  
**RECOGNITION**

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

Probationary Firefighter  
Career Firefighter  
Career Captain

B. The Career Captain shall be the supervisor of all Career Firefighters. The Career Captain is responsible for the proper maintenance of apparatus and equipment at the various fire stations in the District. The Career Captain shall be appointed by and shall serve at the direction of the Board of Fire Commissioners. The performance shall be reviewed regularly by the Board of Fire Commissioners.

C. In the absence of the appointed Career Captain, an "Acting Captain" shall be appointed daily to fill the position. This position shall be filled by the next highest-ranking qualified Career Firefighter at an hourly rate \$3.00 an hour above the Career Firefighter's regular hourly rate.

D. 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, Fire Inspector, part-time and per diem employees and volunteer fire and EMS providers are excluded.

**ARTICLE 3**

**SENIORITY**

A. Probationary firefighters 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 firefighters 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 27(D) of this Agreement.
3. He is discharged for just and sufficient cause.

**ARTICLE 4**  
**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.
6. To monitor and approve all outside employment of District employees for the assurance that said employment would not interfere with their primary job function. Such outside employment shall be verified annually and whenever there is a change to the outside employment status.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of 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.

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 are hereby reserved by the Fire District and its management rights.



**ARTICLE 5**  
**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 Firefighters 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.

B. All expenses for the attendance at such meeting or conventions shall be borne by the Union or employee.

C. The employee shall give the Fire District at least seven (7) working days written notice prior to any of the aforesaid Union functions. If said seven (7) days' notice is not given, the Fire District may decline to grant time off.

D. Employees attending such conventions will provide proof of attendance to the District within three (3) working days of the conclusion of the seminar or convention attended.

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

F. 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.

G. The Fire District will permit the Union to display the IAFF Certificate of Affiliation (Charter) in the Career Staff's office spaces.

H. A Labor-Management Committee consisting of authorized Union and Fire District representatives will meet on an as needed basis to discuss matters of concern. The Union's representatives will be appointed by the Local Union President. The District's representatives will be appointed by the President of the Board of Fire Commissioners. Labor-Management Committee meetings will be held at least quarterly and as mutually agreed-upon by the representatives of the Local and the Fire District.

I. Should a career firefighter die in the line of duty, the Board will affirm that the firefighter was an employee of the Fire District and shall provide any other required factual information in the event the deceased firefighter's children make application to obtain a scholarship for children of a New Jersey firefighter who perished in the line of duty.

**ARTICLE 6**

**UNION ACTIVITY**

A. 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.

B. 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 incumbent 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 7**

**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 and they will abide by the employment policies adopted by the Board of Fire Commissioners.

C. The Union recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees in the Union without discrimination.

**ARTICLE 8**

**GENDER**

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

**ARTICLE 9**

**PAYROLL DEDUCTION OF DUES**

A. 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.

B. If, during the life of this agreement, there is 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.

C. The Union shall indemnify the Board and its officers, agents, and employees against any and all claims, lawsuits or liabilities arising out of the Board's compliance with the provisions of this Article.

## ARTICLE 10

### WORKWEEK/DUTY ASSIGNMENTS

A. Firefighters and Officers

The normal workweek will consist of forty-five (45) hours per week.

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.

C. The Career Captain will be in command of the Career unit(s). At a fire or emergency scene, the Career officer or acting officer in charge will relinquish command to any volunteer officer of higher rank.

D. When staffing permits, at the discretion of the Officer, members will be assigned to assist other agencies based on the response SOG's.

E. The Career unit(s) will spend as much time as necessary at each fire station, as determined by the Career officers, to maintain the Fire District's apparatus and equipment and keep the Fire District's assigned spaces clean.

F. 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 Career unit must be ready and capable of responding to calls up to the end of the shift.

G. The Fire District reserves the right to temporarily reassign Career firefighters and officers to any other position in the District for which they may be qualified.

H. The Fire District shall require each employee seeking to work outside the scope of employment with the Fire District to report the work to the Board of Fire Commissioners by January 31<sup>st</sup> of each year to obtain Board approval prior to commencing any secondary work outside of the Fire District. Any employee may accept outside of the Fire District. Any employee may accept outside employment as long as said employment will not create a conflict of interest with the employee's obligations or otherwise interfere with the employee's full and proper performance and work schedule with Fire District employment.

I. No employee shall be assigned to perform maintenance or repair duties which are inconsistent with the most current Civil Service Job Description (attached hereto as Exhibit A).



**ARTICLE 11**

**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 12**

**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 13**

**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 firefighter requires physical exertion necessitating physical fitness in each individual firefighter to perform their job functions for the benefit of the people of the Township of Neptune. As such, it is agreed that the Board of Fire Commissioners may implement a policy requiring that all new appointees to the position of firefighter shall undergo an initial functional assessment test to ascertain their ability to perform the duties and functions of a firefighter. It is also agreed that the Board may require all current Career Firefighters and Officers to undergo an annual physical conducted by the Fire District's occupational health provider.

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.

## ARTICLE 14

### UNIFORMS

A. Each Firefighter will be entitled to an annual uniform allowance in an amount not to exceed \$1,100.00. The Board agrees to create a uniform spec approved by all parties from an approved vendor and send it out to bid allowing uniform consistency and monitoring by the Board.

B. There will be no special badges or insignias worn on the uniforms or gear, except as approved by the Fire District.

C. Uniforms and gear provided by the Fire District shall be worn only when on duty for the Fire District.

D. Probationary firefighters will receive an initial uniform allotment consisting of the following:

1. 3 Uniform Pants
2. 2 Uniform Shorts
3. 1 Short Sleeve Dress Shirt
4. 1 Long Sleeve Dress Shirt
5. 2 Polo Shirts
6. 2 Tee Shirts
7. 1 Pair Station Wear Boots
8. 1 Three Season Jacket

9. . 2 Job Shirts.
10. 1 High Visibility Jacket
11. 1 Winter Cap
12. 2 Long Sleeved Polos.

All embroidering will be included.

E. After the probationary year is complete the uniform allowance will be \$1,100.00 divided by 12 times the remainder months left in the year. The beginning of the next year (January), uniform allowances will be on a calendar year basis.

**ARTICLE 15**

**TRAINING**

A. Employees will receive training relating to the performance of their duties and to maintain certifications required by the Board at no cost to the employee and according to the managerial prerogative of the Board of Fire Commissioners.

B. Employees attending training outside of regular duty hours shall have the option of either pay or compensatory time at the rate of one and one-half (1.5x) times their regular hourly rate for all hours worked.

C. The Fire District may require employees to attend mandatory drills or other training sessions which occur on an employee's normal time off. A minimum of seven (7) calendar days' notice shall be given whenever employees must attend mandatory training during otherwise normal time off.

**ARTICLE 16**

**SALARIES**

A. The following salary guide shall be in effect for all employees hired on or after January 1, 2011. Step increases will occur on individual employment anniversary dates.

	<b><u>2022</u></b>	<b><u>2023</u></b>	<b><u>2024</u></b>
Probationary Year	\$39,424.00	\$40,212.00	\$41,016.00
Second Year	\$45,886.00	\$46,804.00	\$47,740.00
Third Year	\$52,530.00	\$53,580.00	\$54,652.00
Fourth Year	\$59,002.00	\$60,182.00	\$61,386.00
Fifth Year	\$67,530.00	\$68,880.00	\$70,258.00
Sixth Year	\$72,745.00	\$74,200.00	\$75,684.00
Seventh Year	\$76,301.00	\$77,827.00	\$79,383.00
Eight Year	\$78,476.00	\$80,046.00	\$81,647.00
Ninth Year	\$80,593.00	\$82,205.00	\$83,849.00
Tenth Year	\$82,774.00	\$84,429.00	\$86,118.00

B. Firefighters who max out will receive a 2% increase per year on their base.

C. No retroactive salary increases shall be provided to any firefighter not employed by the District as of May 8, 2023.

D. The following guide shall be in place for the Captain's position for the life of this Agreement:

	2022	2023	2024
Step 1	\$95,379	\$97,286	\$99,232
Step 2	\$97,286	\$99,232	\$101,216
Step 3	\$99,232	\$101,216	\$103,241



**ARTICLE 17**

**OVERTIME**

A. Overtime will be paid for all hours worked over forty-five (45) 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. The maximum compensatory time allowed will be capped at 240 hours. At the time of separation or retirement, it is agreed upon that the Board will only pay out for 120 hours of said compensatory time.

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 for maintaining the equalization list and provide the Personnel Commissioner with an updated list

whenever a change is made. The Career Division will stay together for all “Call Back and Stand-by duties provided a minimum of four members are on duty.

E. The Fire District has implemented a Recall Policy for manpower coverage on all Second Alarm responses within the Township. Upon the transmission of a Second Alarm, the Career Division will report to their assigned apparatus and be directed as required by the incident commander following the established Recall Policy.

F. Employees on sick leave or out on disability will not be called back for emergencies.

G. 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.

H. Employees will be required to work on six (6) Holidays. These Holidays are:

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

I. Employees who work the 6 minor Holidays listed in Section H will be paid double time, payable within the pay period in which they fall. Employees must work the

Holiday in order to get the double pay. Taking sick, vacation, personal day or comp time on any of these days does not qualify the employee to receive the double pay.

**ARTICLE 18**

**HOLIDAYS**

A. The Fire District hereby agrees to grant the following seven (7) paid 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 during 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 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 19**

**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 of the requested day off. Requests to take personal days will not be unreasonably denied. The third personal day is in lieu of Election Day Holiday.

C. Members will be entitled to Maternity/Paternal Leave. Leave will follow established New Jersey State Guidelines.

**ARTICLE 20**

**BEREAVEMENT LEAVE**

A. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral, not to exceed four (4) workdays.

B. Immediate family shall be defined as the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents, step grandparents, son-in-law, stepson-in-law, daughter-in-law, stepdaughter-in-law, grandchildren, and step-grandchildren. This section shall also apply to those immediate family members who regularly reside in the employee's household.

C. Reasonable verification of the event may be required by the Board of Fire Commissioners.

D. Bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request to the Board of Fire Commissioners for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Board of Fire Commissioners, shall be charged, at the option of the employee, as a personal day, vacation day or against accumulated compensatory time off.

**ARTICLE 21**

**SICK LEAVE**

A. All full-time employees shall be granted up to fifteen (15) sick days per year. 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. Employees hired after May 21, 2010 shall have their sick leave reimbursement entitlement capped at \$15,000.

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 funds 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.

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, payments to the employee 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.

J. Any employee with perfect attendance during a calendar year shall be entitled, at the end of that year, either to 3 additional days' pay or to be credited with 3 "compensatory time" days. The employee shall have the option to choose which to receive for perfect attendance – pay or compensatory days.

**ARTICLE 22**

**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 will be 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 23**

**SEPARATION**

A. An employee who intends to resign his position 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 Article XXI, "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 initiated 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 all earned vacation, accumulated sick leave, paid 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.

**ARTICLE 24**

**VACATIONS**

A. Each regular employee shall be entitled to vacation leave based on his years of continuous service, according to the following schedule:

1. Probationary employees shall receive no vacation.
2. Beginning with year two (2) through end of year five (5), employee shall receive ten (10) working days.
3. Beginning with year six (6) through end of year ten (10), employee shall receive fifteen (15) working days.
4. Beginning with year eleven (11) through end of year fifteen (15), employee shall receive twenty (20) working days.
5. 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. 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. Vacations requested after February 1 will be handled on a first-come, seniority basis. Minimum staffing of four members shall be maintained to provide coverage.

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 approval of a request to utilize vacation leave will not be unreasonably withheld.



**ARTICLE 25**

**WITNESS LEAVE**

A. 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.

B. 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 26**

**MEDICAL BENEFITS**

A. The Fire District will provide their employees with the health benefits plan offered by the NJ State Health Benefits Program. Should this program change, the Board agrees to provide a plan for their employee, which is equal to or greater than the health benefits currently in effect.

B. The Fire District shall also provide a dental and vision insurance plan which is equal to or greater to the existing plan in effect currently.

**ARTICLE 27**

**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 28**

**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 this plan.

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. A 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 based on fewer years of service credited in such retirement system, shall be provided with paid hospitalization for said retired employee and those dependents

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, N.J.S.A. 52:14-17.25 et. Seq. Specifically, not included under this retirement benefit are vision service plans and any dental plans.

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 for 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 29**

**DISCIPLINE AND DISCHARGE**

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

1. Verbal reprimand.
2. Written reprimand.
3. Immediate suspension from duty with pay pending an investigation.
4. Suspension from duty without pay.
5. Demotion.
6. 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 30**

**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.

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 the arbitrator will be final and binding on all parties.



**ARTICLE 31**

**TERM AND DURATION OF AGREEMENT**

A. The term of this agreement shall commence on the first (1<sup>st</sup>) day of January 2022 and shall remain in full force and effect until the thirty-first (31<sup>st</sup>) day of December 2024.

B. 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 32**

**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.

**ARTICLE 33**

**IAFF LOCAL 2691 INSIGNIA**


The Board of Fire Commissioners agrees that it will not use the IAFF Local 2691 insignia without the express written permission of the Association.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have set their hands and seals thereto executing this Agreement by their duly authorized agents.

**NEPTUNE FIRE DISTRICT #1**  
Township of Neptune, County of  
Monmouth, State of New Jersey

ATTEST:

Dated: 9/20/2023


By   
James Manning, President  
Board of Fire Commissioners

  
Albert A. Furf, Clerk  
Board of Fire Commissioners

**NEPTUNE UNIFORMED FIREFIGHTERS  
LOCAL 2691  
OF THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
AFL-CIO-CIC**

ATTEST:

Dated: 9/20/2023

By   
Matthew Kepler, President  
Local 2691



You are reading the State of New Jersey Job Descriptions. This is **not** a Job Vacancy Announcement.

## **Job Specification**

### **FIRE FIGHTER**

#### **DEFINITION:**

During an assigned tour of duty, extinguishes fires; performs rescue operations; aids in emergency situations involving hazardous or toxic materials; administers emergency medical treatment; maintains all related equipment, buildings and grounds; does related work.

**NOTE:**The examples of work for this title are for illustrative purposes only. A particular position using this title may not perform all duties listed in this job specification. Conversely, all duties performed on the job may not be listed.

**NOTE: Appointments may be made to positions requiring bilingual skills.**

#### **05959 - Bilingual in Spanish and English**

##### **SPECIAL SKILL**

Applicants must be able to read, write, speak, understand, or communicate in Spanish and English sufficiently to perform the duties of this position.

#### **EXAMPLES OF WORK:**

Attends daily roll call and briefing.

Extricates victims from entrapment.

Performs rescue operations such as searching for victims, identifying searched areas, and guiding or carrying victims.

Aids victims at scene of emergency by administering emergency medical treatment such as first aid, CPR or EMT treatment.

May request advice from hospital physician or emergency department.

Radios the dispatcher for additional help if needed.

Reports to the dispatcher the nature and extent of injuries to ensure prompt medical care on arrival.

Prepares victims for transportation in an ambulance.

May be required to transport victims to hospital or other emergency treatment facility.

Loads and unloads equipment.

Selects best route to scene of emergency.

Drives and maneuvers fire apparatus for optimal firefighting position.

Maintains radio communications with emergency personnel and relays information to facilitate firefighting and rescue operations.

Identifies fire source and type and anticipates fire behavior.

Searches for indications of fire cause and protects this evidence for later scrutiny.

Interviews persons at scene of fire and writes down responses.

Shuts off utilities at fire scene.

Lays and connects hose to hydrants, standpipes, and intake and discharge valves.

Directs water stream at or as near as possible to source of fire or other target to extinguish fire or to cool given target, and to prevent ignition.

Transports tools, equipment, and/or people by specialized rope harnesses.

Performs preparatory operations for the delivery of water to discharge lines and determines required pump pressure to provide appropriate pressure.

Replaces and/or makes temporary repairs to damaged hoses and other apparatus.

Locates and exposes hidden structural fires.

Raises, lowers, positions and stabilizes straight ladders, aerial ladders or basket trucks.

Operates master stream appliance or deluge gun.

Operates portable generating equipment.

Identifies and removes, or provides special protection from, flammable or hazardous materials.

Removes or reinforces weakened structural parts.

Secures or covers openings created by fire or firefighters.

Removes water and pumps out flooded buildings and structures to prevent potential health and safety hazards and further structural damage.

Covers or removes petroleum products on roadway to reduce fire hazard and slippery road conditions.

Tours site and notes locations of firefighting resources, corridors, exits, and hazardous materials.

Makes periodic inspections and issues citations to ensure compliance with safety regulations.

Maintains records and files.

Processes telephone and box alarms and determines nature of emergency, alarm box nearest the scene, and company responsibilities; records information.

Monitors radio frequencies and relays relevant information.

Maintains daily log of all house activities, such as time and nature of alarms, units responding, arrival and departure times, names of visitors, time and nature of phone calls, and time and nature of any unusual events.

Inspects and inventories equipment such as first aid supplies, foam supply, batteries, and hand tools, and prepares replacement or repair lists.

Promotes community fire prevention activities such as conducting and timing school fire drills, demonstrating apparatus at schools, parades, and other community events, serves as resource person.

Explains firefighting activities and fire prevention practices.

Maintains and makes minor repairs to firehouse and grounds and performs typical household tasks.

Maintains apparatus, tools, equipment, and protective gear in proper working order and satisfactory condition.

Maintains and performs minor repairs on fire vehicles.

Checks all tools and equipment on fire apparatus at start of shift and on return to quarters from emergency.

Inspects and maintains air pack, hoses and other fire apparatus.

Will be required to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

**REQUIREMENTS:****EDUCATION:**

Graduation from high school, vocational high school, or possession of an approved high school equivalency certificate.

**AGE:**

Not less than 18 nor more than 35 years of age at the announced closing date for filing applications for the position. In determining maximum age eligibility of veterans, time spent in active military service during periods specified in the Department of Personnel laws and rules will be deducted from the attained age.

**NOTE:** When applicants have reached their 35th birthday, they are considered to be over 35 years old. Age limits are based on the announced closing date for filing Department of Personnel applications.

**NOTE:** In accordance with NJSA 40A:14-45, following is an exception to the 35 year age limit.

Applicants who are qualified firefighters having served in a volunteer fire company or force of the municipality for at least two (2) years preceding appointment may be not less than 21 years of age, nor more than 40 years of age.

**CITIZENSHIP:**

Must be a citizen of the United States.

**LICENSE:**

Appointees must complete a firefighting training program approved by the New Jersey Department of Community Affairs, Division of Fire Safety, within the timeframe specified by the Appointing Authority. Appointees are not permitted to participate in firefighting activities prior to completion of this training.

For some jurisdictions, once appointed, employees may be required to successfully complete an approved Emergency Medical Technician Program and maintain certification while employed as a Fire Fighter.

For some jurisdictions, once appointed, employees may be required to successfully complete CPR training and maintain a certification from the American Red Cross or the American Heart Association while employed as a Fire Fighter.

Appointees will be required to possess a driver's license valid in New Jersey only if the operation of a vehicle, rather than employee mobility, is necessary to perform the essential duties of the position.

**MEDICAL EXAMINATION:**

As a prerequisite for appointment, appointees may be required to pass a thorough medical and psychiatric examination to be administered by the appointing authority. Any psychological, medical, or physical condition or defect which would prevent efficient performance of the duties of the position, cause the

appointee to be a hazard to himself/herself or others, or become aggravated as a result of performance of these duties will be cause for rejection.

**KNOWLEDGE AND ABILITIES:**

Ability to use and maintain firefighting equipment and to learn the theory necessary for effective firefighting and equipment operation, after a period of training.

Ability to apply basic techniques of fighting fires, after a period of training.

Ability to perform strenuous physical activities such as lifting heavy firefighting equipment, climbing standard and aerial ladders, lifting, and carrying people and equipment for rescue and salvage.

Ability to work under conditions of heavy physical exertion in extreme heat and dust, in high and confined areas and smoke filled spaces, and in all kinds of weather, and to maintain physical activity for prolonged periods of time.

Ability to understand and apply principles of emergency medical and first aid treatment after a period of training.

Ability to administer first aid, CPR and other emergency medical care, after a period of training.

Ability to prioritize emergency medical treatment needs, after a period of training.

Ability to understand and apply techniques used to administer pulmonary and cardiac resuscitation, after a period of training.

Ability to understand and apply techniques used to administer oxygen, after a period of training.

Ability to apply appropriate emergency treatment depending on the patient's condition, after a period of training.

Ability to think clearly and to apply knowledge under stressful conditions and to handle more than one task at a time.

Ability to remain calm in emergency situations.

Ability to establish rapport with patients.

Ability to understand and carry out instructions.

Ability to record information in written form.

Ability to function independently and without direct supervision.

Ability to work closely with people, including functioning as a team member, and to exercise tact or diplomacy and display compassion, understanding, and patience.

Ability to learn to utilize various types of electronic and/or manual recording and information systems used by the agency, office, or related units.

Ability to read, write, speak, understand, or communicate in English sufficiently to perform the duties of this position. American Sign Language or Braille may also be considered as acceptable forms of communication.

Persons with mental or physical disabilities are eligible as long as they can perform the essential functions of the job after reasonable accommodation is made to their known limitations. If the accommodation cannot be made because it would cause the employer undue hardship, such persons may not be eligible.



**This job specification is applicable to the following title code(s) which are different work week or work month and/or variants of the job class title:**

<b>Job Spec Code</b>	<b>Variant</b>	<b>State, Local or Common</b>	<b>Class of Service</b>	<b>Work Week</b>	<b>State Class Code</b>	<b>Local Class Code</b>	<b>Salary Range</b>	<b>Note</b>
01839		L	C		N/A	12		
05959	Bilingual In Spanish And English	L	C		N/A	12		

This job specification is for **local** government use only.  
Salary range is only applicable to state government.  
Local salaries are established by individual local jurisdictions.

11/2/2007

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