

# **CONTRACT AGREEMENT FOR TOMS RIVER BUREAU OF FIRE PREVENTION INSPECTOR STAFF**

## **PREAMBLE**

This agreement made this 31<sup>st</sup> day of July, 2020 which covers Agreement period beginning January 1, 2019 and ending the 31st day of December year 2020 by and between Toms River Township Boards of Fire Commissioners, Districts No. 1 and No. 2, in the County of Ocean, New Jersey, hereinafter referred to as the "Employer" and the Inspectors of the Toms River Bureau of Fire Prevention hereinafter referred to as the "Employee".

## **WITNESSETH**

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its Employee to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of these promises and the mutual covenants herein contained, the parties hereto agree to as follows:

## **RECOGNITION**

The Employer recognizes the Employees of the Toms River Bureau of Fire Prevention as the Exclusive representative for the purpose of collective negotiations with respect to the terms and conditions of the employment of all full-time inspector titles of personnel. However, excluded from this recognition shall be managerial executives, supervisors, confidential employees and employees who are part-time and per diems. The specific title of the personnel whose job title is included in this unit as follows: Full-Time Fire Inspectors.

## **ARTICLE I: COLLECTIVE BARGAINING PROCEDURE**

1. Collective bargaining with respects to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent(s) of each of the parties.

2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

3. Employees who may be designated by the Employer to participate in the Collective Bargaining meetings called for the purpose of the negotiation of a Collective Bargaining Agreement will be excused from their work assignments by the Employer provided their absence would not interfere with the operations of the Employer.

## **ARTICLE II: MODIFICATIONS OF THIS AGREEMENT**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed and adopted by the parties.

## **ARTICLE III: EMPLOYER RIGHTS**

1. The Employer retains all rights and powers granted to it under applicable statutes and the Constitution of the State of New Jersey, Constitution of the United States, its ordinances, rules and regulations, except as specifically modified herein, to manage the operations of the Employer.

2. Nothing contained herein shall be construed to deny or restrict the Employer in its rights, responsibilities, authority under R.S. 11:40 and 40A or any other federal, state, county or local laws or ordinances.

3. Without limiting any of the generality of the foregoing, Employer specifically reserves the rights to:

a. Hire, promote, transfer, assign, reassign, appoint, reappoint, retain, reduce in force or lay off Employees in the positions covered by this bargaining unit who are full-time Employees of the Employer and to suspend, demote, discharge, or take other disciplinary action against such Employees.

b. Abolish any such positions for the reason of economy, efficiency, change in the organizational structure of the Employer, or any other reason deemed necessary by Employer.

c. The Employer and its supervisors will promulgate reasonable work rules to be followed by all Employees covered by this Agreement. These work rules may be reviewed and revised if necessary, at a minimum on an annual basis, or when necessary. Each Employee covered by this Agreement will receive a copy of the work rules at the commencement of each work year. Fifteen (15) days in advance of the issuance of any work rules or revisions or amendments to existing work rules, the Employees in the Bureau and the bargaining agent will receive a copy of the new work rules and any revisions, amendments or corrections. If both parties agree an emergency exists, the fifteen (15) days may be waived.

d. Determine the methods, means and personnel by which all Employer operations are to be conducted.

e. Take whatever actions may be necessary to carry out the mission of the Employer in any situation or emergency.

f. All Employer functions and responsibilities which the Employer has not

expressly modified or restricted by a specific provision of this Agreement.

g. To reprimand, suspend, discharge or otherwise discipline Employees, for just cause according to the law.

h. To make or change Employer rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement, and Agreement of the Employee.

i. It is understood by all parties that under the rulings of the Courts of New Jersey the Employer is forbidden to waive any rights or powers granted to it by law.

j. And otherwise to generally manage the affairs of the Employer, attain and maintain full operations efficiency and productivity and to direct to the work force.

4. The exercise of the foregoing powers, rights authority, duties and responsibilities of the Employer shall only be limited by the language of this clause.

5. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is the responsibility of the Governing Body on behalf of the taxpayers, and that the Employer cannot bargain away or eliminate any of its managerial rights. Therefore, no grievance may be filed under this Agreement which in any way interferes with, undermines, or restricts the exercise of any managerial right by the Employer under the State Statutes of any of its authorized managerial executives or supervisory personnel.

#### **ARTICLE IV: WORK CONTINUITY**

1. It is recognized that the need for continued and uninterrupted operation of the Employer's Departments and the agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

2. The Employee covenants and agrees during the term of this Agreement neither the Employee, nor any member of the bargaining unit, nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e. the concerted failure to report to duty, or willful absence of an Employee from his/her position, or stoppage of the work or abstinence in whole or part from full, faithful and proper performance of the Employees duties of employment) work stoppage, slowdown, walk-out or other job action against the Employer.

3. The Employee agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned including, but not limited to publicly disavowing such action and directing all such members who participate in such activities to cease and desist from the same immediately



and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

4. In the event of a strike, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by the Employee member shall entitle the Employer to take appropriate disciplinary action including possible discharge in accordance with applicable law.

5. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such a breach by the Employee.

#### **ARTICLE V: MOVEMENT OF PERSONNEL**

The Employer desires to maintain employment as near to a constant level as possible. Both parties recognize, however, that the needs of the Employer and its efficient operation may necessitate reassignment of personnel or the addition to or decrease in the work force. The parties further agree that they shall discuss reassignments of personnel, which may be necessitated for the efficient operation of the work force ten (10) days prior to making reassignments.

#### **ARTICLE VI: WORK PERFORMANCE**

All Employees covered by this Agreement will be expected to perform all duties as assigned by their supervisors. Subject to Employer rules, this shall include, but not limited to the specific functions and duties enumerated in their individual job descriptions, and any other such functions which may be assigned and agreed to by the Employee from time to time by their supervisors or through Employer work rules, personnel regulations or other regulations.

#### **ARTICLE VII: FULLY BARGAINED CLAUSE**

The parties agree that they have negotiated on all matters that were or could have been negotiable and that any matter that was dropped or not brought up during the duration of these negotiations is not a matter covered by this Agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this Agreement.

#### **ARTICLE VIII: SEPARABILITY CLAUSE**

If any court of competent jurisdiction or the legislature declares any article or section of an article of this Agreement to be null and void, that article or section of an article so declared null and void shall be invalid but all other articles of this Agreement shall remain in full force and effect.

## **ARTICLE IX: CONDUCTING EMPLOYEE BUSINESS DURING WORKING HOURS**

The Employee shall neither solicit members nor conduct any Employee business on Employer's property during Employer assigned working schedules of either the representative of the Employee or the Employee involved, except for the following:

- a. Collective Bargaining.
- b. Time spent conferring with Employer on specific grievances as specified in the Grievance Procedure, hereinafter set forth.
- c. Observation of processes, machines, equipment or physical working conditions involved in a specific grievance when such observation can properly be conducted only during the working hours of the Employee(s) involved, in which case, the observation will be held during standard working hours and not when Employees are working on premium time.
- d. President, Vice President and delegate shall be allowed to attend any annual meeting or convention of a legally recognized union on the Employer's time as per N.J.S.A. 40A:14-177. The Delegate, President or Vice President shall be able to attend the monthly meeting of a legally recognized union on Employer's time.

## **ARTICLE X: PERFORMANCE EVALUATION**

The Employer reserves the right to conduct the performance evaluations of all personnel covered by this Agreement. Each Employee will receive a copy of his/her performance evaluation. This evaluation can be used for the purpose of advancing an individual to a higher step if applicable.

## **ARTICLE XI: EMPLOYEE RIGHTS**

1. Accredited representatives of the Employee may be permitted to enter the Employer facilities at reasonable hours for the purpose of administering collective bargaining agreement. If an Employee representative wishes to enter Employer facilities, the representative will request permission from the appropriate Employer designated representative. The Employer representative will have the right to permit or deny permission to the representative of the Employee. Such permission from the appropriate Employer representative will not be unreasonably withheld, provided there shall be no interference with the normal operations of the Employer Government or the normal duties of the Employee. Under no circumstances, if the Employee representative is permitted to enter the Employer facilities will the activities of this Employee representative in any way interrupt the normal operations of the Employer, normal duties of the Employee or the work flow and process of the Employer.

2. The Employee shall have use of one-half of the bulletin board put in a mutually

agreed upon location in the Employer facility for use for the Employee business only.

3. The Employee has the right to appoint one steward and one alternate for the administration of this Agreement. The Employee must furnish the Employer with the name of the steward and the alternate within one (1) week of any change in the status of that steward or alternate, with the name of the new steward and alternate.

## **ARTICLE XII: HEALTH BENEFITS**

1. Health benefits are paid in accordance with and are subject to the laws of the State of New Jersey and are to be the same as provided by Toms River Township to its employees. (Health, Prescription and Dental) For employees hired on or after July 1, 2020, the base plan shall be Omnia-10 and should the employee select an available plan other than Omnia-10, the employee shall pay all difference in plan costs in addition to the employee premium contributions which will be calculated based on the rates for the plan selected by the employee.

2. The Employer agrees to provide to the employee a vision care plan separate and apart from benefit plan provided in conjunction with Toms River Township.

3. Employee shall be responsible for contribution to health care costs at the rates established within Tier IV of Chapter 78 of the laws of the State of New Jersey.

4. Upon retirement or expiration of employment with twenty-five (25) years credit with Toms River Township Fire Commissioners, Employees shall receive the same full family coverage under all health and surgical plans to the current employees of Fire District #1. Eligibility for benefits in retirement and the payment of any employee contributions shall be subject to the Laws of the State of New Jersey in place at the time of retirement. Benefits during retirement will be coordinated with coverage provided by Medicare.

5. The Commissioners reserve the right to change insurance carriers at its option and after notification to the employees, upon condition that benefits are substantially equal to those already provided.

6. The Commissioners reserve the right to change insurance carriers or to provide coverage through the State Health Benefit Plan in order to comply with any law of the State of New Jersey.

## **ARTICLE XII: DISABILITY CLAUSE**

1. The Employer will provide, at no cost to Employee, disability coverage.

2. Short term group disability, which gives 67% of weekly earnings for 26 weeks, to start the fifteenth day of injury/illness. Injury leave may be extended after a review by the board after 26 weeks.



3. Long term individual disability policy coverage not to exceed 90% of annual salary and start of benefits to be no less than six (6) months. Full and residual benefits will be available to age 65.

4. A doctor's note from the treating physician shall be submitted to Employer on a monthly basis during the term of the disability.

### **ARTICLE XIII: GRIEVANCE PROCEDURE**

1. **DEFINITION** – The term “grievance” as used herein means any controversy arising over the interpretation or adherence to the terms of this agreement that may be raised by an individual unit member of the Employee. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to allegations, which may arise regarding violations of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate and any modifications of the procedure shall only be by mutual consent of Employer and Employee. There shall be no recordings/tapings of the proceedings unless mutually agreed upon.

2. **TIME LIMITS OF THE GRIEVANCE PROCEDURE** - The time limits indicated at each level of the grievance procedure shall be considered as maximums. If at any time the Employee, representative of the Employee or the grievant violates the time limits or the procedures stated in this Agreement, then the grievance shall be considered null and void and settled in favor of the Employer. If at any time the Employer violates the time limits of this Agreement, the grievance shall be considered advance to the next step of the procedure.

3. **STEPS OF THE GRIEVANCE PROCEDURE** - The following procedure constitutes the sole and exclusive method of solving grievances between the parties covered by this Agreement and shall be followed in its entirety unless a specific step is waived in writing by mutual agreement between parties.

a. **STEP ONE** – An aggrieved Employee shall discuss his grievance with the Employee Steward and the appropriate supervisor within five (5) working days of the occurrence of the grievance, an earnest effort shall be made to settle the difference between the aggrieved Employee, the Employee Steward and/or the appropriate supervisor. Failure to act with-in five (5) days shall be deemed to constitute an abandonment of the grievance on behalf of the individual and the Employee.

b. **STEP TWO** - In the event that a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved Employee and one (1) copy shall be given to the immediate supervisor, within five (5) working days following the decision of the immediate supervisor. The supervisor shall submit his/her written response to the grievance within five (5) working days of receipt of the written appeal.

c. STEP THREE – If the Employee is not satisfied with the supervisor response, the Employee may appeal the decision within five (5) working days of receipt of the Supervisor’s response to the Board of Fire Commissioners in writing. The Commissioners will review the grievance and submit a written response to the Employee within ten (10) days of the next Joint Board Meeting.

d. STEP FOUR – If the Employee does not accept the decision of the Commissioners it must appeal the decision within five (5) working days of receipt of the Commissioners’ written response to the Employee.

e. STEP FIVE – If a grievance is not settled under this Article such grievance shall, at the request of the Employee or the Employer, be referred to the Public Employment Relations Commission or State Board of Mediation for the selection of an Arbitrator according to its rules.

4. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

5. The cost of the services and expenses of the Arbitrator shall be borne equally between the Employer and the Employee. Any other expenses incurred, including, but not limited to the presentation of witnesses, shall be paid by parties incurring same.

6. The Arbitrator shall set forth his findings and facts and reasons for making the Award within thirty (30) calendar days after conclusion of the hearing, unless agreed to otherwise by the parties. The Arbitrator’s Award shall be final and binding upon the parties.

7. Grievances shall be processed promptly and expeditiously.

8. Formal grievances and appeals shall be filed in writing.

9. Communications and decisions concerning formal grievances shall be in writing.

10. A grievant shall be permitted a Employee representative on all levels of the procedure.

11. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Commissioners.

12. Forms for grievance processing shall be developed between parties and shall be mutually agreed by the parties and distributed on an as needed basis by either party.

13. The parties in interest will cooperate in the investigation and providing pertinent information concerning a grievance being processed.



## **ARTICLE XIV: JURY DUTY**

The Employer agrees that if any Employee is legally selected for jury duty, every effort will be made to enable such Employee to serve as juror. The Employee shall continue to be paid his/her regular rate of pay during the time served as juror, less any jury stipend received by the Employee.

## **ARTICLE XV: PRODUCTIVITY**

The parties agree that during the term of this Agreement the Employee will cooperate with the Employer in any productivity programs initiated by the Employer. The Employer has the right to develop productivity programs and to implement those programs during the terms of this Agreement. Any Employee who refuses to cooperate with the productivity programs shall be subject to disciplinary procedures of the Employer.

## **ARTICLE XVI: HOURS OF WORK**

1. The Board of Fire Commissioners shall specify hours of work. Any changes in work hours will be posted in writing and all Employees affected will be given forty-eight (48) hours' notice of the implementation of a change in working hours, as agreed to by the Employee.

2. INSPECTORS – The basic work week shall consist of a forty (40) hour work week eight (8) hour per day, exclusive of a one-half (1/2) hour lunch periods and (2) two fifteen (15) minute paid breaks during the course of the day, and at all times so as not to interfere with office routine.

### **3. OVERTIME/COMPENSATORY TIME:**

a. The parties agree that Employee shall earn overtime/compensatory time for any work performed under the direction of Employer scheduled in the excess of the workweek.

b. Such overtime/compensatory time shall be calculated as time and one-half (1 ½) of the Employee's straight time rate. The straight time rate will be calculated by dividing the Employee's annual base salary by 2080 hours.

c. Compensatory time is cumulative up to forty (40) hours from year to year, subject to approval of the Employer. All compensatory time must be scheduled at least twenty-four (24) hours in advance of the time required off. In emergency situations, the Employer may waive the twenty-four-hour notice.

## **ARTICLE XVII: SENIORITY**

1. Seniority shall be defined as the Employee's length of continuous service with the

Employer from the date of last hire. The Employer will use seniority as the determining factor in decisions related to layoffs, recalls, transfers, selection of vacation and work schedules.

2. In recognition of the decisions of the Courts of the State of New Jersey, the parties recognize that Employer retains the right to make decisions regarding transfers, assignments, reassignments, promotions and demotions.

3. Any Employee will be deemed to be in a probationary period for their first year of employment. Employment benefits shall be provided on the first day of the month following the (90th) calendar day of employment. During the probationary period an Employee may be discharged for any reason. After an Employee becomes a permanent Employee, that Employer may only discharge the Employee for just cause.

4. In the event of necessity of a layoff, the last person hired by the Employer in that job classification shall be the first person to be laid off. Per Diem Employees shall be laid off first according to seniority.

5. Any leave of absence granted, over thirty (30) days, except medical and military leave shall result in the elimination of seniority and all benefit credit for the period of leave of absence. No Employee shall accrue any job rights whatsoever, on a leave of absence.

#### **ARTICLE XVIII: JOB DESCRIPTION**

Each Employee will receive a copy of his/her job description. Anytime that Employer revises a job description a copy of the job description will be provided to the Employee. Employer reserves the right at any time to make revisions, after agreement with the Employee, in the job description, which is necessitated by the needs of the Employer. Any job description revisions will be provided in writing to the Employee involved.

#### **ARTICLE XIX: SAFETY AND HEALTH**

1. The parties agree that they will cooperate to maintain safe and healthful working conditions and that they shall comply with all appropriate statues relating to the safety and health. The parties agree if any Employee refuses to comply with safety and health regulations that the Employee shall be subject to disciplinary procedures of the Employer. The parties agree that at any time the Employer provides safety and health protection equipment, the Employee shall wear the equipment and refusal to wear such equipment or utilize such equipment shall be grounds for dismissal.

2. The Employer and the Employee shall designate a Safety Committee, which shall meet as the need arises to discuss and recommend rules and regulations relating to safety of Employee and public. The Employee and the Employer shall each designate one (1) member to this committee. All reports of this committee shall be in writing and shall be submitted to the Employer.

## **ARTICLE XX: INJURY LEAVE & WORKMEN'S COMPENSATION**

1. Employees shall be granted injury leave with pay for job related injuries up to a maximum of nine (9) months.
2. Injury leave may be extended for an additional three (3) months in cases of proven medical need verified by submission of acceptable medical evidence.
3. When an Employee is injured on duty he/she is to receive the workmen's compensation due him/her, plus the difference between the amounts received as compensation, to his/her salary during the period of disability only in accordance with the above Article.

## **ARTICLE XXI: CALL IN PAY**

1. On call duty shall be rotated equitably among Employees, and be assigned on a weekly basis, i.e., Monday thru Sunday.
2. Employee assigned to on-call shall be paid a stipend of one hundred fifty-dollars (\$150) for each one-week session. An Employee called into work after completion of their shift shall be guaranteed a minimum of three (3) hours compensation at time and one-half (1 ½) their regular hourly rate of pay. An Employee who works an excess of the forty (40) hour work week shall receive one and one half (1½) times their regular base hourly rate for each hour worked over 40 hours.

## **ARTICLE XXII: VACATIONS**

1. Vacation time may be taken any time during the year subject to approval of Employer and subject to the priority of other Employees with more seniority.
2. A maximum of one (1) year accrued vacation entitlement may be carried over and added to an Employee's subsequent vacation entitlement. Each permanent full-time Employee who has had the length of continuous employment specified in the table following shall be entitled to the working time shown, as a vacation with pay at his/her rate of pay as of the week immediately prior to the start of such vacation:  
  

1 year but less than 5 years - 2 weeks
5 years but less than 10 years - 3 weeks
10 years but less than 15 years - 4 weeks
15 years but less than 20 years - 5 weeks
20 years and over - 6 weeks
3. However, the parties stipulate that no Employee who enjoyed a greater amount of vacation under this Agreement immediately prior to the current Agreement shall have his/her vacation reduced.



4. Although Employees are required to take their vacations within each calendar year unless accumulated during any one (1) year period, under the following circumstances this requirement will be waived and the Employee will be paid salary in lieu of any vacation not taken:

- a. Employment is terminated before vacation has been taken.
- b. At the request of the Employer, the Employee agrees to forego vacation in order to continue at work during what otherwise would be a vacation.
- c. Vacation pay and pay in lieu of vacation shall be at the rate of Employee's salary in effect at time of vacation is taken or becomes due.

5. In addition to the leave of absence provisions hereinafter provided, an Employee may take additional unpaid vacation time up to two (2) weeks annually with prior approval of Employer, and the benefits for such Employee shall continue during such period. Unless waived by the Employer, such extended time may be taken only upon a thirty (30) day advance notice to Employer.

6. HOLIDAYS DURING VACATION – Employee shall be entitled to one (1) additional day off with pay for each observed holiday as hereinafter provided, occurring during vacation.

7. SPLITTING VACATIONS – Vacation periods, subject to seniority and managerial discretion, may be split into weekly and part-weekly segments, and daily vacation periods will be permitted only with permission of the Employer and for good cause. The individual with the most requested time off takes preference over the individual with less time requested.

8. CHANGING VACATIONS – A vacation once it is scheduled is subject to change only at the discretion of Employer.

9. PRO RATION UPON TERMINATION – Vacation allowance will be prorated for any Employee who terminates employment prior to the end of the calendar year on the basis of the number of months worked during calendar year in which the separation of employment occurs, and if such Employee has already taken a vacation allowance for the year, such Employee will be charged with the unearned portion of such vacation.

### **ARTICLE XXIII: HOLIDAYS**

1. The Employer has designated the following as holidays:

New Year's  
Martin Luther King Day

Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

2. Bureau offices will close at 12 Noon on Christmas Eve and New Year's Eve.
3. In order to be compensated for a holiday, an Employee must work the workday preceding the holiday and the first workday after the holiday. If the Employer excuses the Employee, then this provision shall not apply.
4. If an Employee covered by this Agreement is required to work on a holiday, the Employee shall be entitled to compensatory time off within the same time period. This shall only apply when an Employee is required to work by the Employer on a holiday.
5. Holidays that fall on a Saturday will be celebrated on the preceding Friday and Sunday will be celebrated on the following Monday.
6. Duty Inspectors on call during recognized holiday will receive (8) hours compensation time. If the duty inspector is called out on a holiday during the hours of 08:30 hours (8:30 am) to 1700 hours (5:00p.m.) the inspector will not receive any additional compensation. After the 1700 hours (5:00 p.m.) if the duty inspector is called out, they will receive overtime in accordance with Article XVII.

#### **ARTICLE XXIV: PERSONAL DAYS**

Employees may request to utilize up to five (5) days per year for personal business leave. Except in emergency situations all personal leave must be requested at least forty-eight (48) hours in advance of the date on which the leave is requested to take place, from the Employer. Such requests must be in writing and are subject to approval of the Employer. These days are not cumulative from year to year.

#### **ARTICLE XXV: SICK LEAVE**

1. All permanent full-time Employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for each month of service during the first year of

employment and fifteen (15) working days every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year and said Employee shall be entitled to such accumulated sick leave if and when needed, upon retirement, or termination of employment. Said Employee shall be entitled to this benefit only if upon retirement or separation of employment has served five (5) continuous years, in good standing with Employer. Said Employee shall be entitled to a lump sum payment for the accumulated days at current salary. The Employer will pay for the accumulated days up to a maximum of one hundred and eighty (180) days. Upon death of any Employee covered under this Agreement such accumulated sick leave will be paid to his/her beneficiary. Effective September 1, 2020, all use or payment upon retirement or separation in good standing shall be capped at a total value of \$15,000.

2. An Employee absent on sick leave for a period of more than five (5) consecutive days shall be required to provide to Employer acceptable medical evidence substantiating the illness. The Employer may require proof of illness or injury of an Employee on sick leave or injury at any time within the discretion of the Employer. Abuse of sick leave shall be cause for disciplinary action.

3. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee or necessary attendance upon a member of the immediate family who is ill.

4. An Employee who does not expect to report for work on any working day because of personal illness or for any of the reasons set forth in Section 3, must notify the appropriate office by telephone or personal messenger within one-half (1/2) hour prior to the beginning hour of his or her tour of duty or within fifteen (15) minutes of the opening of the switchboard in the Municipal Complex.

5. An Employee reporting for work shall be charged a maximum of one-half (1/2) day of sick leave in the event he/she becomes ill during the normal working day.

6. Effective the first pay-period in October, Employee may cash in up to ten sick days at 90% of their regular hourly rate of pay, provided the Employee has fifty (50) days sick leave banked at time of cash in.

7. Employer shall determine if light duty is appropriate and available, and if so, Employee shall engage in light duty.

## **ARTICLE XXVI: BEREAVEMENT**

1. All full-time personnel may be granted up to three (3) days paid funeral leave, or up to five (5) days if out of State, provided that any Employee requesting such leave must notify the Employer and certify to the Employer, name of decedent, the attendance at funeral of said decedent by the Employee, and the relationship between the Employee and decedent.



2. Such leave shall pertain to decedents who are the Employee's: spouse, mother, father, child, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, aunt and uncle.

3. The decedent certification required in the preceding paragraph may be furnished upon Employer's request within five (5) calendar days of the Employee's return to work.

#### **ARTICLE XXVII: UNIFORMS**

**FULL-TIME INSPECTORS** – The Employer will specify all uniforms. Employer will furnish uniforms in accordance with the approved uniform policy. Uniform replacements will be subject to approval by the Director of the Bureau of Fire Prevention. An initial issue of uniforms for full-time inspectors shall be as determined by the employer and the Director of the Bureau of Fire Prevention. to the Employee the uniform shirt and pants. Uniform replacements will be subject to approval by the Director of the Fire Bureau.

#### **ARTICLE XXVIII: LICENSES AND TRAINING**

1. All full-time inspectors will be permitted by the Employer during regular hours with pay to attend two D.C.A. Seminars, and one (1) Bureau of Fire Safety seminar as required per year.

2. Continuing Education Courses (CEU) and courses required and the Employer shall pay for CEU's and courses, which contain material pertinent to the inspectors, and clerical job duties, which would enhance job performance at the time of registration. Should the Employee fail to successfully complete said courses, the Employee shall be liable for total reimbursement to the Employer. All courses and seminars are to be approved by the Employer in advance.

3. The Employer shall pay for license renewals.

4. Fire Inspectors shall be entitled to one of the following stipends:

a. Associates Degree - Two Hundred Fifty dollars (\$250) per Agreement year.

b. Baccalaureate Degree - Five Hundred Dollars (\$500) per Agreement year.

5. To be eligible for one of the above stipends the appropriate degree shall be, in the determination of the Employer, directly related to Employee job duties.

## **ARTICLE XXIX: LEAVE OF ABSENCE**

A permanent full-time Employee may request a leave of absence without pay and without benefits for a period not to exceed sixty (60) calendar days. Such leave, however, may be extended as a result of a proven medical illness with physician verification, disability with physician verification or for any good personal reasons, and only those, which are acceptable to the Employer. An Employee taking an unpaid leave of absence for thirty days or less shall retain health benefits. A request for a leave of absence or an extension must be provided in writing to the Employer at least fifteen (15) calendar days before the leave of absence is due to commence. All leaves of absence may be granted solely at the discretion of the Employer.

## **ARTICLE XXX: RESERVE AND NATIONAL GUARD DUTY**

Any Employee serving as a National Guardsman or Reservist on order will be granted a leave of absence with pay for the purpose of fulfilling the annual active duty requirement of up to two (2) weeks. The Employer will be responsible only to pay the difference between military pay during said time and the Employee's regular salary if a difference actually exists. The Employee must provide certification of his/her orders prior to the commencement of the leave and must provide actual copies of the compensation relief for the period of leave prior to reimbursement. Such proof of reimbursement must be provided within five (5) calendar days of the Employee's return to work after the last day of military leave.

## **ARTICLE XXXI: WAGES**

1. The rate of pay for all Employees working as of the effective date of this agreement is set forth in a salary guide.
2. All Employees shall receive a 3% increase as of the effective date of this agreement and on January 1st of each year of the agreement.
3. New or additional Employee hired during the term of this agreement shall not be governed by the currently established salary guide. The salary for any new or additional Employee will be set at the time of hire by the Employer and will not be a cause to renegotiate this Contract with the Employees who were employed as of the effective date of this agreement.
4. All Employees agree with and acknowledge that the Employer will remit any and all payments under this Contract by direct deposit.

## **ARTICLE XXXII: TERMINATION/EXTENSION OF AGREEMENT**

1. This Agreement shall be deemed effective as of the 1st day of January 2019 and shall terminate on the 31st day of December 2020. In the absence of written notice given at least sixty (60) days prior to the expiration date either party to the other of the intention to terminate, this Agreement will automatically be renewed for a period of one (1) year and each year thereafter, until such time as sixty (60) days' notice is given prior to the annual expiration date.

2. If the following receipt of such notice, negotiations have not been concluded prior to the termination date, this Agreement may be extended by mutual consent between the parties for an additional period from its termination date. In such event, however, and if the extension is agreed upon, any changes made shall be effective as of the expiration date. If the parties fail to reach an agreement either before the termination date or the date of the extended period terminates, this Agreement shall terminate in its entirety unless otherwise extended by mutual agreement.

### **ARTICLE XXXIII: LONGEVITY**

1. Each Employee who is in a compensable status (which shall not be defined as Employee on disability) on the date of eligibility for longevity shall be paid, in addition to his/her base pay, a longevity payment based upon years of service in the employ of the Employer in accordance with the following schedule:

YEARS OF SERVICE	INCREMENT OF BASE PAY
Upon completion of 3 years	\$300.00
Upon completion of 5 years	\$525.00
Upon completion of 9 years	\$725.00
Upon completion of 12 years	\$975.00
Upon completion of 15 years	\$1,200.00

2. Anyone exceeding this longevity schedule will remain at his or her present longevity throughout the duration of this agreement.

3. Each Employee shall qualify for the longevity increment on the date of the anniversary of his/her employment and such increment shall be paid from and after such date.

4. Current Employees will continue to receive longevity, however, all Employees hired after January 1st 2001 shall not be subject to this article.


5. The longevity shall be provided throughout the year in bi-weekly increments with the regular pay.

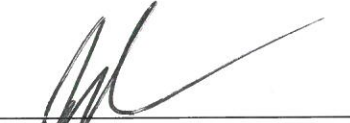
### **ARTICLE XXXIV: COMPLETENESS OF AGREEMENT**

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all the benefits Employees are entitled to notwithstanding the established past practices in the existence prior to this Agreement, and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

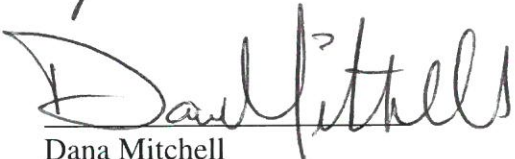


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective representatives this 31<sup>st</sup> day of July 2020.

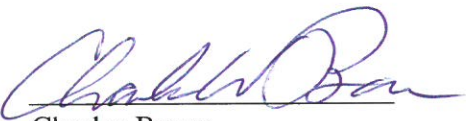
  
Matthew Janora

  
John Novak


  
Richard Foster

  
Dana Mitchell

  
Dominick Roselli


  
Charles Bauer

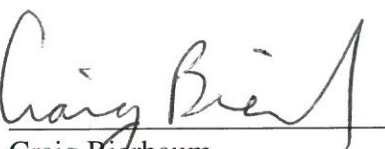
  
Kevin Britton

  
Kyle Gervasio

  
George Convery  
District #1 Chairman

  
Leonard Minkler  
District #1 Clerk

  
Brian Geoghegan  
District #2 Chairman

  
Craig Bierbaum  
District #2 Clerk