

EMPLOYMENT AGREEMENT

BETWEEN: COMMISSIONERS, TOMS RIVER TOWNSHIP BOARD OF FIRE

DISTRICT NO. 1

(Hereinafter referred to as "Commissioners")

AND: BRIAN S. KUBIEL,

(Hereinafter referred to as "Administrator")

This AGREEMENT made as of this 17th day of November, 2021, by and between the Commissioners of Toms River Township Board of Fire Commissioners District No. 1 in the Township of Toms River, County of Ocean and the State of New Jersey and the Administrator,

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to establish the terms and conditions of employment between the Commissioners and the Administrator; and,

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

ARTICLE I

RESPONSIBILITIES

- A. The Administrator hereby retains and reserves all rights conferred upon and vested in the position by the Laws of the State of New Jersey and the United States of America.
- B. The Administrator has the following responsibilities:
 - 1. To execute the day-to-day management and administrative control of the Commissioners' properties, facilities, and employees in accordance with the laws of the State of New Jersey and the United States of America, the By-Laws of the Commissioners, the Standard Operating Guidelines of the Commissioners, and any other policy or directive of the Commissioners.
 - 2. To suspend or take any other disciplinary action for just cause according to law, any employee or any member of any of the Fire Companies under the jurisdiction of the Commissioners.

3. To manage employees of the Commissioners, to recommend the firing, promotion, transfer, assignment, or retention of employees to the Commissioners.
 4. To work in conjunction with the Clerk or other designee of the Commissioners in fulfilling his/her responsibilities under this contract.
 5. To keep the Commissioners informed of significant matters and to report to the Commissioners at regularly scheduled and special meetings of the Commissioners.
- C. Nothing contained herein shall be constructed to deny or restrict the Commissioners' rights, responsibilities, and authority, under Title 40A, or any other Federal, State, county or local laws or ordinances, as amended.
- D. All employees in the Fire District shall report directly to the Administrator and may not bypass the Administrator for the purpose of communicating directly with Commissioners for any matter concerning the operation of the Fire District unless the Administrator provides the employee with express authority to do so. This provision is not applicable to the District's policies regarding the reporting of alleged harassment, discrimination or wrongdoing.

ARTICLE II

NON-DISCRIMINATION

Commissioners pursuant to Title VII of the Civil Rights Act of 1964 and pursuant to the New Jersey Law against Discrimination shall not discriminate in the terms and conditions of employment against the Administrator because of race, creed, color, age, sex, marital status, religion, national origin, or political affiliation.

ARTICLE III

FIRE COMMISSIONERS

- A. Nothing in the Agreement shall be deemed to limit or restrict the Commissioners in any way in the exercise of the functions of Management.
- B. Nothing in the Agreement shall intervene with the right of the Commissioners in accordance with the Applicable law, rules and regulation to:
1. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

2. Suspend, demote or take appropriate disciplinary actions against the Administrator or any other employee for just cause; to lay off employees in the event of lack of work or funds under conditions where continuation of such work would be inefficient and nonproductive.
- C. The Commissioners shall provide the Administrator with indemnification for suits commenced against him while performing within the scope of his duties. The Commissioners shall not hold any discussions regarding the Administrator's employment, unless the Administrator is given written notice at least 48 hours in advance, is given the opportunity to address the Commissioners in closed session and is permitted to have a representative of his choosing speak on his behalf. In addition, the Commissioners shall not hold any discussions with regard to the Administrator's performance, or that may affect the Administrator's employment (including, but not limited to the renegotiation of or proposed changes to his contract) unless the Administrator requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE IV

SCOPE OF WORK

- A. The Administrator shall not have assigned work hours. The Administrator acknowledges that the normal operating hours of the business office of the Commissioners is from 8:30 a.m. until 4:30 p.m. and that he is responsible for the management of that office during its hours of operation.
- B. As a professional administrative employee, the Administrator is expected to expend such time and effort to fulfill the duties of the position. As such, the Administrator is not entitled to over-time.
- C. The Administrator shall attend the regularly scheduled meetings of the Commissioners and all budgetary meetings. The Administrator shall attend the regularly scheduled and special meetings of the Joint Board of Fire Commissioners of the Township of Toms River.
- D. The Administrator shall attend specially called meetings of the Commissioners if requested by the Commissioners.

ARTICLE V
LENGTH OF CONTRACT AND SALARY

- A. The Administrator shall receive a salary as follows:
- 2019 - \$128,803.31 (2.5 percent increase - retroactive)
 - 2020 - \$132,025.44 (2.5 percent increase – retroactive)
 - 2021 - \$135,326.08 (2.5 percent increase – retroactive)
 - 2022 - \$138,709.23 (2.5 percent increase – effective January 1, 2022)
 - 2023 - \$142,176.96 (2.5 percent increase – effective January 1, 2023)
 - 2024 - \$145,731.38 (2.5 percent increase – effective January 1, 2024)
 - 2025 - \$149,374.65 (2.5 percent increase – effective January 1, 2025)
- B. The terms of this agreement shall be from January 1, 2022 through December 31, 2025. Retroactive pay for 2019 to 2021 salary differential shall be paid as soon as practicable after the execution of this agreement.
- C. In absence of written notice given, no more than one hundred eighty (180) days prior to December 31, 2025, or any subsequent year thereafter, this agreement shall automatically be renewed for a period of another calendar year, until such time as the appropriate notice is given prior to the annual expiration date or until the parties enter into another contract. In such instance, the Administrator shall receive a 2.5 percent increase to his salary for each year that the contract is automatically renewed.
- D. If the employment agreement is negotiated in good faith and is not settled and signed by January 1, 2022 all benefits and salaries agreed upon will be retroactive to January 1, 2022.
- E. This contract shall be automatically modified to include more beneficial time-off, vacation, leave, benefit and non-economic terms that are afforded to employees in FMBA Local #483, IAFF Local #5303 and/or non-union employees of the District.
- F. The Administrator shall receive a Longevity payment of 8 percent of base pay each year of the anniversary of his hire date and such increment shall be paid in a lump sum payment of the closest payroll to said anniversary date.

ARTICLE VI
PERSONAL DAYS

The Administrator may request to utilize four (4) days per year for personal leave. Except in emergency situation, all personal leave must be requested, from the Clerk, at least forty-eight (48) hours in advance of the date on which leave is required to take place. Such request must be in writing and are subject to approval to the Clerk. Such approval shall not be unreasonably denied. Personal days shall not be cumulative.

ARTICLE VII

VACATIONS

The Administrator is entitled to 30 vacation days per year beginning January 1, 2022.

- A. Vacation should be scheduled so as not to interfere with the operations of the district and with due regard to the seniority of the other employees in the business office.
- B. The Administrator in scheduling his vacation days shall not be absent from the business office for more than fourteen (14) consecutive calendar days. For purposes of this provision, the calculation of calendar days includes holidays, personnel days, and sick time.
- C. If the Administrator resigns or otherwise separates from employment, he shall be entitled to the vacation allowance prorated on the basis of the number of months worked in a calendar year in which the separation becomes effective.

ARTICLE VIII

HOLIDAYS

The Commissioners have designated the following dates as holidays, and any other dates that are afforded to employees in FMBA Local #483, IAFF Local #5303 and/or non-union employees of the District

New Year's Day	General Election Day
Martin Luther King Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve (afternoon)
Christmas Day	Independence Day
New Year's Eve (afternoon)	Labor Day
Columbus Day	

ARTICLE IX

SICK LEAVE

- A. The Administrator shall be granted sick leave with pay of fifteen (15) working days in every calendar year.
- B. The Administrator shall accumulate sick leave beginning on January 1, 2022 and may receive payment upon retirement for the amount of sick leave accrued at the time of his retirement up to a maximum of \$15,000.00.

- C. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness or injury and may include absence due to illness or injury of spouse or children of employee.
- D. If the Administrator does not expect to report for work on any working day under this article, he must notify the Clerk and the business office by telephone or e-mail no later than fifteen (15) minutes after the normal opening of the business office.
- E. In the event the Administrator becomes ill during the normal working day, he shall be charged a maximum of one half (1/2) day of sick leave.
- F. If the Administrator leaves employment before the end of the calendar year, he will be charged for used sick time in exist 1.25 days per month worked in the calendar year he leaves employment.
- G. If the Administrator becomes disabled, he shall be entitled to sufficient number of sick days, not to exceed fifteen (15), in order to qualify for disability payments. This provision applies regardless of the amount of sick time the Administrator has used in the calendar year of his disability.

ARTICLE X

BEREAVEMENT LEAVE

- A. The Administrator shall be granted up to three (3) days paid funeral leave or up to five (5) days if burial is outside the State of New Jersey, upon the death of a member of his or her immediate family.
- B. Immediate family shall include employee's spouse, children, mother, father, brother, sister, parent-in-law, brother/sister-in-law, aunt, uncle, and grandparents of children, employee or spouse.

ARTICLE XI

JURY DUTY

The Commissioners agree that if the Administrator is legally selected for jury duty, every effort will be made to enable him to serve as a juror. The Administrator shall continue to be paid his regular rate of pay during the time served as juror. The Administrator shall return to the Commissioners any jury stipend received by him.

ARTICLE XII

LEAVE OF ABSENCE

- A. Commissioners will grant leaves of absences in accordance with the laws of the State of New Jersey and the United States of America.
- B. At the expiration of such leave, management shall be returned to the position from which he is on leave.
- C. If the Administrator is granted a *leave* of absence, he will *continue* to be covered under the Medical Benefits Program as required by Federal and/or State law.
- D. If the Administrator is granted a medical leave of absence in connection with a compensated job-related injury, he will continue to be covered under the Medical Benefits Program as required by Federal and/or State law.

ARTICLE XIII

DISABILITY CLAUSE

Commissioners will provide, at no cost to Management, disability coverage.

- 1. *Short term* group disability, which gives sixty seven (67) percent of *weekly* earnings for 26 weeks, to start the fifteenth (15th) day of an accident or illness. Injury leave may be extended after a review by the board after 26 weeks. Any benefit conferred by the Commissioners shall be coordinated with any State disability available to the Administrator.
- 2. Long term individual disability policy coverage not to exceed ninety (90) percent of annual salary and start of benefits to be no less than six (6) months. Full and residual benefits will be available to age sixty five (65). Any such benefit shall be coordinated with any benefit available under Federal and/or State law.

ARTICLE XIV

WORKERS' COMPENSATION

If Management is injured on duty, he/she is to receive workers' compensation due him/her plus the difference between the amounts received as compensation and his/her salary during the period of disability only.

ARTICLE XV
HEALTH BENEFITS

The Administrator is entitled to Health Benefits, including Medical, Prescription, Dental and Vision Coverage.

The Administrator's contributions shall be capped at 35 percent of the cost of premium for Husband-Wife coverage beginning July 1, 2022. If and when the District enters the State Health Benefits Programs, the Administrator shall accept either Direct 10 or Direct 15 coverage, or their equivalent, as available through the State Health Benefits Program. The Administrator's contributions shall be capped at 30 percent of the premium for Husband-Wife coverage when the District enters the State Health Benefits Program.

The Commissioners agree to provide to the Administrator a dental and vision plan separate and apart from the benefit plan provided in conjunction with the Township of Toms River.

Upon retirement with twenty five (25) years credit with the State of New Jersey Public Employees Retirement System (P.E.R.S.), the administrator shall continue to receive spousal coverage but shall not be required to make contributions to the employer for such coverage except as required by law.

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

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

All costs of Medicare shall be paid by the employee.

ARTICLE XVI
SURVIVOR BENEFIT

- A. In the event that the Administrator dies during the period covered by this contract, his spouse, if alive, shall receive all contractual benefits to which the Administrator would have been entitled at the time of his death, inclusive of accumulated sick leave payments, personal days, and vacation days.

ARTICLE XVII
SAVING CLAUSE

In any provision of this agreement or the application of this agreement to any employee is held invalid by operation of law or their tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

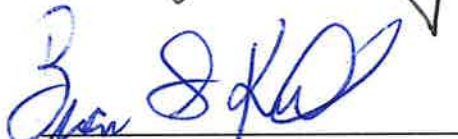
ARTICLE XVIII

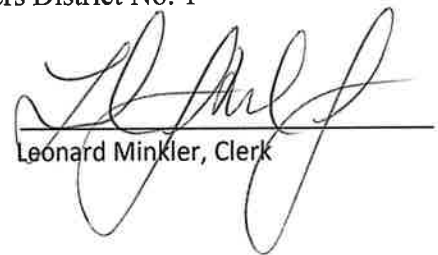
COMPLETENESS OF AGREEMENT

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 existence prior to this contract 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 by their duly authorized representative set their hands and seals or affixed their corporate presents to effective the day and year first written above. Respectfully submitted on behalf of the Toms River Board of Fire Commissioners District No. 1


George Convery, Chairmen


Brian S. Kubiel, Chief Administrator


Leonard Minkler, Clerk