

Employment Agreement Proposal
Between The Township Of Cranford
And
Daniel J. Czeh
To Serve As Chief of The Fire Department

Article 1

Recognition

This Agreement, entered into on this th Day November , 2015, by and between Cranford Township in the County of Union, New Jersey a municipal corporation of the State of New Jersey (hereinafter referred to as “the Township”) and Daniel J. Czeh hereinafter referred to as the (Fire Chief), hereby establishes the following terms and conditions of employment for the position of Fire Chief. This Agreement represents the complete and final understanding on all bargaining issues between the Township and Fire Chief.

Article II

Management Rights

The Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

Article III

Responsibilities of the Fire Chief

Daniel J. Czeh was appointed as the Cranford Fire Chief effective April 22, 2015. As the Fire Chief, he is responsible for the fire departments divisions within the Township pursuant to State Statutes, Ordinances, Regulations and Policies of the Township and/or other applicable laws which govern said position and shall perform the duties and responsibilities inherent in being the Fire Chief, including:

- a) Conduct and manage the day-to-day operations of the Fire Department;
- b) Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the fire department, its officers, firefighters, per diems and personnel;
- c) Exercise and discharge the functions, powers and duties of the Fire Department;
- d) Delegate such authority as he may deem necessary for the efficient operation of the force to be exercised under direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Report as directed to the Township Committee and/or Township Administrator concerning the operation of the Fire Department.

Article IV

Workweek

1. The Fire Chief is required to work a 37.5 hour work week. The Chief's primary hours will be during the day but he may adjust them, accordingly, to meet the needs of the agency and the Township.
2. The Fire Chief shall spend sufficient time at his job to ensure the smooth and responsible operation of the Fire Department over which he has supervisory control. Both parties recognize that more hours may be needed and worked without compensation. No overtime shall be paid at any time.

Article V

Sick Leave

1. The Fire Chief shall be entitled to all of the provisions of sick leave benefits in accordance with the terms of the contract between the Township of Cranford and Fire Officers, FMBA Local # 237, unless otherwise specified by this agreement.
2. The Fire Chief shall be required to report to the Township Administrator as soon as practical when utilizing sick time.
3. The Fire Chief will continue to accumulate sick time at a rate of 12 sick days per year.

Article VI

Bereavement Leave

1. In the event of death in the Fire Chief's immediate family, the Chief shall be granted time off, without loss of pay, from the date of death to the date of burial for each death, not to exceed five days.
2. "Immediate Family" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, grandparents, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchild, niece, nephew, uncle or aunt.
3. The Fire Chief will be granted special funeral leave, without loss of pay, for a period of the time of travel plus three (3) days due to the death of an immediate family member where the death occurs outside of the state.
4. The Fire Chief shall be required to report to the Business Administrator, as soon as practical any Bereavement Leave request.

Article VII

Vacation and Holiday Leave

1. The Fire Chief shall be entitled to all provisions of vacation and holiday leave benefits in accordance with the terms of the contract between the

Township and Cranford Fire Officers, FMBA Local # 237, unless otherwise specified in this Agreement.

2. The Fire Chief shall be granted twenty (20) vacation days at the approval of this agreement and accrue 1 additional vacation day per year for the term of this Agreement.
3. The Fire Chief, upon request, may be paid unused vacation time up to 50% of the allocated vacation leave. There shall be no carryover of vacation leave to another year unless requested and approved by the Township Administrator in the first quarter of the year. Payment will be at that year's straight time rate, payable no later than the last pay period of that calendar year.
4. The Fire Chief shall not schedule any vacation time during any time where a planned event shall require the presence of the Fire Chief.
5. The Fire Chief shall be required to report to the Township Administrator the dates which the Fire Chief has selected for his vacation within a reasonable amount of time prior to that vacation request.

Article VIII

Personal Days

1. The Fire Chief shall be entitled to all provisions of the Administrative (Personal) Days in accordance with the terms of the contract between the Township and the Cranford Fire Officers Local # 237, unless otherwise specified in this Agreement.
2. The Fire Chief shall be required to report to the Township Administrator the dates which the Fire Chief has selected for his personal days within a reasonable amount of time prior to that time off request.

Article IX

Use of Township Vehicle

1. The Township agrees to supply the Fire Chief with an unmarked fire equipped automobile and there shall be no limit on the use of the automobile for anything associated with fire related work such as attending meetings, training, trips, public relations, conferences and any other travel needed to carry out the duties of the Fire Chief.
2. The Fire Chief shall notify the Township Administrator when traveling outside of the state for any such event mentioned in Section 1 of this Article.
3. Due to the nature of the job description of the Fire Chief, he shall be permitted to use an unmarked emergency equipped automobile for his personal use in a manner considered reasonable and practical.
4. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes and any other repairs. The Township will also pay for the cleaning of the automobile through the Township account at a local car wash.
5. The automobile shall not be used by anyone other than the Fire Chief, except that the Fire Chief may designate other members of the Fire Department, as appropriate, to use the vehicle for designated fire department use.

Article X

Fringe Benefits

1. The Fire Chief shall be entitled to any and all benefits, in accordance with the terms of the contract between the Township of Cranford and the Cranford Fire Officers FMBA Local # 237 unless otherwise specified in this Agreement. The Fire Chief is required to pay his share of health care benefits as mandated by New Jersey State law and the Township of Cranford.
2. The Fire Chief is entitled to opt out of the Township medical benefits for the life of this contract and receive the yearly stipend as permitted by New Jersey law.

3. If there is a difference between any benefit received between fire department ranks, the Fire Chief will receive the higher benefit.

Article XI

Salary

1. The Fire Chief shall receive an annual base salary increase as defined in the Township of Cranford Salary Ordinance.

2.

Once the maximum salary is reached, the Fire Chief would then get the same pay increase percentage as given to the Fire Officers as per the agreement in the contract between the Township of Cranford and Fire Officers FMBA Local # 237.3.

In the event that the Fire Chief is compensated for additional responsibilities not specified in Article II, said compensation shall be paid by stipend unless the additional responsibilities become an integral part of his job duties as Fire Chief.

4. Any compensatory time accumulated by the Fire Chief shall be used before December 31, 2016. This provision shall be a one-time event.

Article XII

Training Programs/Fire Related Conferences

1. The Township agrees to grant time off and pay all reasonable expenses incurred by the Fire Chief attending any meeting or public relations affair as long as such meetings or affairs are held within the State of NJ. In the event any such meeting occurs outside of the state, the Fire Chief shall first advise the Business Administrator requesting approval.
2. The Fire Chief shall be granted time off to attend and be compensated for, at his regular salary, any school, seminar, public relations event or

retraining session conducted or sponsored by the County and or States Fire Chief's Association, or any other educational program of a management or supervisory nature or public relations affair. All expenses, such as travel, room, food, tuition, special clothing, books or any other charges connected with the educational program or affair shall be borne by the Township.

3. College Tuition, the course selection which shall be approved by the Township Committee in advance, will be red 100% for a grade of c or better.
4. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses to pay for the Fire Chief to attend the NJ Career Fire Chiefs Association Leadership Conference. If the Fire Chief attends a conference at the Township's expense, the Fire Chief shall provide the Township with proof of expenses for attending such conference, by way of receipts or vouchers.
5. Any salary or expenses incurred in connection with attendance at such meeting, seminar or conference, referred to in this article, shall be contemplated by and paid from the current year budget of the Cranford Fire Department. Any meeting, seminar or conference which will last longer than five (5) consecutive days shall require separate approval by the Township Committee.
6. The Township agrees to pay for the Fire Chief's dues for membership into the County Fire Chiefs Association as well as the NJ Career Fire Chief's Association.

Article XIII

Miscellaneous Provisions

1. To the extent that the Township enters into an employment and/or a collective bargaining agreement with any firefighter or fire officer during the life of this contract which provides for a greater benefit that that set forth herein, this Agreement shall be automatically amended to provide for such greater or lesser benefit.

2. No changes to this Agreement will take place unless it is a negotiated benefit that the Fire Chief receives in accordance with the CBA between the Township and the Cranford Fire Officers FMBA Local # 237, unless negotiated by mutual consent.
3. This agreement shall be governed by the laws of the State of New Jersey.
4. There shall be no modification of this Agreement except by written instrument executed by both parties.
5. Neither party hereto has made any oral representation that is not contained in this Agreement.

Article XIV

Separability and Savings

If any provision of this Agreement, or application of this Agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XV

Evaluation

The parties agree that the Fire Chief shall be evaluated yearly with respect to his job performance during the year by the Commissioner of Public Safety and Township Administrator.

Article XVI

Separation Agreement Upon Retirement

The Fire Chief and Township agree that the following additional terms and conditions shall be applicable as of the date of the Chief's retirement:

1. The Fire Chief shall return all issued property, such as but not limited to equipment, phone, keys, Key FOBS and identification buttons to the Township.
2. The Township shall provide the Fire Chief with a retirement identification and badge identical to the standard issue.
3. Upon retirement, the Fire Chief shall be entitled to any and all medical benefits (including group major medical insurance, prescription, dental and vision insurance coverage) in accordance with the terms of the contract between the Township and Cranford Fire Officers, FMBA Local 237.
4. The Township Committee will pay for 100% medical and prescription coverage for the Fire Chief if he retires at 25 years of service with the Township in accordance with the terms of the contract between the Township and Cranford Fire Officers, FMBA Local 237.
5. The Fire Chief will receive the same retirement offering (including terminal leave pay) in accordance with the terms of the contract between the Township and Cranford Fire Officers, FMBA Local 237.
6. Should any provisions of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
7. If the Fire Chief passes away prior to retirement, all accumulated time will be paid to his beneficiary as provided by law.
8. The Agreement sets forth the entire Agreement between the parties hereto and fully supersedes any and all prior Agreements, understandings, or future involved parties between the parties hereto pertaining to the employment of the Chief as the Fire Chief of the Township of Cranford or the benefits payable to the Chief upon his retirement from the Township.

Article XVII

Termination

The Fire Chief may terminate his employment by directing written notice of his resignation to the Township Administrator. In the event of such termination, the Fire Chief must immediately return the automobile, keys, key FOBS, badges and identification cards. The Township of Cranford may terminate this Agreement in accordance with law.

Article XVIII

Term

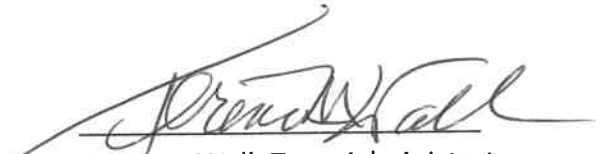
This Agreement shall be in full force and in effect as of August 5, 2015 for a period of four 4) years or until August 4, 2020. If a new contract agreement has not been negotiated by the end of this time period, the Fire Chief will work under the provisions of the expired Agreement until a new contract is negotiated and approved by both parties.

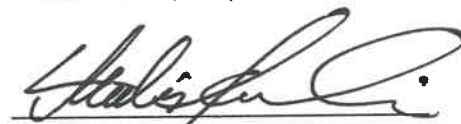
In Witness Whereof, the parties hereto have set their hands and seals on the date specified below:

Chief of Fire
Township of Cranford

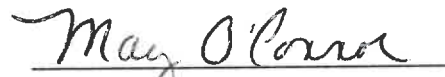

Daniel J. Czeh

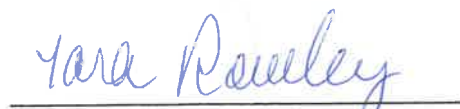
On Behalf of the
Township of Cranford


Terence Wall, Twp. Administrator


Andis Kalnins, Mayor


Diane Dabulas Esq., Twp. Attorney


Mary O'Connor, Commissioner
of Public Safety


Tara Rowley, Twp. Clerk

Dated: _____