

# CONTRACT

BETWEEN

TOWN OF HARRISON

HUDSON COUNTY, NEW JERSEY

and

HENRY RICHARD

TO SERVE AS FIRE CHIEF

OCTOBER 20, 2022 – DECEMBER 31, 2023

## TABLE OF CONTENTS

| <u>ARTICLE</u>                                                   | <u>PAGE</u> |
|------------------------------------------------------------------|-------------|
| I INTRODUCTION .....                                             | 2           |
| II LEAVE OF ABSENCE .....                                        | 2           |
| III OVERTIME .....                                               | 2           |
| IV VACATIONS .....                                               | 3           |
| V PERSONAL LEAVE .....                                           | 4           |
| VI SICK LEAVE .....                                              | 4           |
| VII INJURY LEAVE.....                                            | 5           |
| VIII INSURANCE .....                                             | 5           |
| IX CLOTHING PURCHASE & MAINTENANCE ALLOWANCE AND MUSTER PAY..... | 6           |
| X. HOLIDAYS .....                                                | 6           |
| XI FUNERAL LEAVE .....                                           | 6           |
| XII MILITARY LEAVE.....                                          | 6           |
| XIII SALARIES .....                                              | 6           |
| XIV LONGEVITY .....                                              | 7           |
| XV CHANGES, SUPPLEMENTS OR ALTERATIONS .....                     | 7           |
| XVI SAVINGS AND SEPARABILITY CLAUSES .....                       | 7           |
| XVII WORKING HOURS .....                                         | 8           |
| XVIII DEFERRED COMPENSATION .....                                | 8           |
| XIX EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES.....        | 8           |
| XX EVALUATION .....                                              | 9           |
| XXI MAINTENANCE OF STANDARDS.....                                | 9           |
| XXII DURATION OF AGREEMENT.....                                  | 10          |

ARTICLE I  
INTRODUCTION

- A. This Contract is entered into this 20<sup>th</sup> day of October, 2022, between the Town of Harrison (hereinafter referred to as the "Town") and Henry Richard (hereinafter referred to as the "Fire Chief").
- B. This Contract (also referred to as "Agreement") shall have a duration of October 20, 2022 through December 31, 2023.
- C. This Agreement shall be in effect only for Henry Richard for the period of time that he holds the position of Fire Chief of the Harrison Fire Department (the "Department"). This Agreement shall be terminated effective immediately if the New Jersey Department of Personnel revokes, terminates or removes Mr. Richard from the rank of Fire Chief. Provided further, this Agreement shall be terminated if Mr. Richard is removed as Fire Chief by the Town in accordance with the laws and procedures of the New Jersey Department of Personnel. This Agreement shall also be terminated if for any reason Mr. Richard is unable to continue as Fire Chief by reason of disability, death, incapacity not covered by the sick leave provision or any other reason, including retirement.

ARTICLE II  
LEAVE OF ABSENCE

- A. Leaves of absence shall be granted pursuant to State Law.

ARTICLE III  
OVERTIME

- A. The Fire Chief shall not receive overtime compensation or compensatory time or any payment at any time including but not limited to payment at time of retirement for hours of work in excess of the normal work week.
- B. The compensatory time that the Fire Chief has on the books from his service in the Department before his appointment to the rank of Chief shall be continued.

ARTICLE IV  
VACATIONS

- A. The Town shall maintain its existing vacation policies for the period October 20, 2022 through December 31, 2023.
- B. The Fire Chief shall receive the following vacation days:
1. 23 (8-hour) vacation days
  2. One (1) additional (8-hour) vacation day for every five (5) years of service, and no (zero) rank days.
- C. The Fire Chief shall have the same vacation accrual program as provided in the collective bargaining agreement between the Town and the HARRISON FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION (hereinafter "FMBA"), LOCAL NO. 22 (hereinafter the "FMBA Agreement"), which currently provides as follows:
12. Effective March 11, 2013, the amount of unused vacation leave time shall be calculated for each employee covered under this agreement and red-circled ("Red-Circled"), and such accumulated vacation time which may be payable at the time of retirement on account of such Red-Circled time shall not exceed that amount (see Par. 14 below). An employee's Red-Circled time may be either carried until retirement or until same is used, but time can never be added to it.
13. a. Effective April 1, 2013, employees will no longer be entitled to unlimited current vacation time accrual. "Current Vacation Time" is non-Red-Circled vacation time and Personal Leave as per Article IX. Effective April 1, 2013, there shall be a two-year accrual for Current Vacation Time.
- b. Starting 01/01/2021, employees will be permitted to carry forward to the next succeeding calendar year a maximum of two years' worth of Current Vacation Time (which includes Personal Leave as per Article IX). Thus, on any given calendar day on or after 01/01/2022 an employee may have a maximum of three years' worth of Current Vacation Time. Starting 12/31/2022, any Current Vacation Time in excess of two years' worth of such time will be automatically lost (i.e., deducted) by operation of the Town's Time & Attendance system, without exception. Notwithstanding the foregoing, a Member's terminal leave payment (see Par. 14 below) for such accumulated Current Vacation Time shall not exceed two years' worth of such Current Vacation Time.
14. a. Terminal Leave Payment. Effective at 11:59p.m., December 31, 2002, a retiring Member's entitlement as set forth herein to terminal leave payment for accumulated vacation time (Red-Circled and/or Current Vacation Time) shall be reduced to 95.75% of the amount calculated using the Member's final actual straight time pay. If the terminal leave payment hereunder is

greater than \$15,000, the retiree shall receive five (5) equal annual installments with no interest added, and the first payment being not less than \$15,000.

b. Retiring Members will receive the following vacation in their last year of service:

| DATE OF RETIREMENT | PERCENTAGE OF VACATION |
|--------------------|------------------------|
| 10/1 to 12/31      | 100%                   |
| 7/1 to 9/30        | 75%                    |
| 4/1 to 6/30        | 50%                    |
| 1/1 to 3/31        | 25%                    |

c. Active Members who pass away shall not have their current year's leave prorated in the same manner as Members who retire as set forth in subparagraph 14(b) above.

#### ARTICLE V PERSONAL LEAVE

- A. The Fire Chief shall be entitled to 2 (8-hour) personal days.

#### ARTICLE VI SICK LEAVE

- A. Sick leave is hereby defined to mean an absence from the post of duty by the Fire Chief, while in good standing, due to illness, accident injury, disability or exposure to contagious disease.
- B. In the event the Fire Chief requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with full pay, as herein provided.
- C. If the Fire Chief is absent from work on sick leave and is unable to report for duty for three (3) or more consecutive working days, the Town may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Town may require the Fire Chief to submit acceptable medical evidence substantiating the need for sick leave.
- D. If the Fire Chief is absent from work for reasons that entitle him to sick leave, the Fire Department shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in the case of an

emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.

- E. The Fire Chief shall be entitled to the same sick leave program as the FMBA.
- F. The Fire Chief shall not receive any sick leave payment or terminal leave payment for any sick days previously accrued upon retirement.
- G. Upon the death of the Fire Chief if on active duty, the Town shall pay to the spouse or estate, the monetary value of all earned unused vacation and personal days, subject to the foregoing parameters.

#### ARTICLE VII INJURY LEAVE

- A. In the event the Fire Chief becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Fire Chief shall be entitled to full pay for a period of up to one year. If the Fire Chief exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Town in order to receive his entire salary payment.
- B. When injured while working, whether slight or severe, the Fire Chief must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Fire Chief to receive compensation under this Article.
- C. The Fire Chief shall be required to present evidence, by way of a certificate or report of a physician designated by the Town, that he is unable to work, and the Town may reasonably require the Fire Chief to present such a certificate or report from time to time.

#### ARTICLE VIII INSURANCE

- A. The Fire Chief shall receive the same health insurance benefits as set forth in the FMBA Agreement, and shall be subject to all of the terms and conditions thereof, including co-pays, contributions, etc.

ARTICLE IX  
CLOTHING PURCHASE & MAINTENANCE ALLOWANCE AND MUSTER PAY

- A. The Fire Chief shall continue to receive the same clothing purchase and maintenance allowance as provided in the FMBA Agreement.

ARTICLE X  
HOLIDAYS

- A. Holiday pay is included in the Chief's base pay on the same terms as in the FMBA Agreement.

ARTICLE XI  
FUNERAL LEAVE

- A. The Fire Chief shall be granted time off without loss of pay or benefits in the event of a death in his immediate family. The time off shall be from the date of death until the date of the funeral. Immediate family shall be defined as follows: mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.
- B. The Fire Chief shall be granted one (1) day off without loss of pay or benefits in the event of the death of his aunt, uncle, niece or nephew on the date of the funeral, if he attends the funeral.
- C. The Fire Chief shall be granted bereavement pay for one (1) day for the death of a grandparent-in-law provided the member is scheduled to work on the day of the wake or burial.

ARTICLE XII  
MILITARY LEAVE

- A. Military leave shall be granted pursuant to Federal and State Law.

ARTICLE XIII  
SALARIES

- A. The annual salary for the Fire Chief shall be as follows (with retroactive pay as applicable):

- 10/20/2022 to 12/31/2022 - \$220,072
  - 01/01/2023 to 12/31/2023 - \$226,674
- B. The Fire Chief shall have the same pay schedule as the FMBA.
- C. The Fire Chief shall continue to receive the same EMT Certification differential allowance as negotiated by the FMBA but no lower than the current differential of 2.0%.
- D. The Fire Chief shall continue to receive the current EMT Stipend as negotiated by the FMBA but no lower than the current \$1,182.00.

#### ARTICLE XIV LONGEVITY

- A. The Fire Chief shall not receive longevity salary adjustments. Accordingly, effective October 20, 2022, the longevity pay program shall be terminated for the Fire Chief.

#### ARTICLE XV CHANGES, SUPPLEMENTS OR ALTERATIONS

- A. No change in this Agreement shall be effective unless in writing and signed by the parties. This Agreement sets forth all agreements and understandings of the parties. No oral agreement shall be binding on the parties. Any agreement of the parties must be in writing and be signed and duly authorized.

#### ARTICLE XVI SAVINGS AND SEPARABILITY CLAUSES

- A. In the event any provision or provisions of this Agreement is declared illegal or null and void, then said provision or provisions shall be deleted from this Agreement and the remainder of this Agreement shall continue in effect. If a direct economic benefit provision is declared illegal or null and void, then the parties shall renegotiate the sum of such provisions.

ARTICLE XVII  
WORKING HOURS

- A. The Fire Chief shall spend sufficient time at his job to insure the smooth and responsible operation of the Department over which he has supervisory control.
- B. The Fire Chief shall work a schedule of approximately forty (40) hours on average per week. Additionally, the Fire Chief shall work whatever additional hours as required per week to fulfill all duties of command without any additional compensation.
- C. The Fire Chief shall not receive overtime.
- D. The Fire Chief shall not receive any time on the books for additional hours of work.
- E. The Fire Chief shall not receive any time payable at a later date for additional hours of work.
- F. The Fire Chief shall not be entitled to compensatory time for additional hours of work.
- G. The Fire Chief shall attend all public meetings of the Mayor & Council.
- H. The Fire Chief shall be entitled to the same Town vehicle program as enjoyed by the Police Chief.

ARTICLE XVIII  
DEFERRED COMPENSATION

- A. The Fire Chief shall be entitled to participate in the same Deferred Compensation Program as the FMBA in compliance with Section 457 of the Internal Revenue Code and all rules and regulations.

ARTICLE XIX  
EDUCATIONAL PROGRAMS/CONFERENCES

- A. The Fire Chief shall have the same Educational Programs/Conference terms as enjoyed by the Police Chief, which shall provide at a minimum as follows:

The Town agrees to pay New Jersey Career Fire Chief's Association and New Jersey Fire Chief Association dues.

Town agrees to grant time off to attend above Association meetings as long as

meetings are in New Jersey.

ARTICLE XX  
EVALUATION

- A. The parties agree that the Fire Chief shall be evaluated not later than December 1<sup>st</sup> of each year with respect to his job performance during the year (starting 12/1/2023). The Town shall consider this evaluation when determining subsequent salary increases for the Fire Chief.

ARTICLE XXI  
MAINTENANCE OF STANDARDS

- A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Town's ordinances, resolutions and the rules and regulations of the Fire Department.

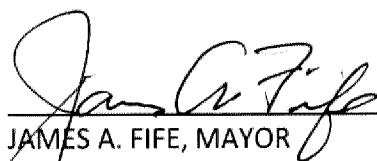
ARTICLE XXII  
DURATION OF AGREEMENT

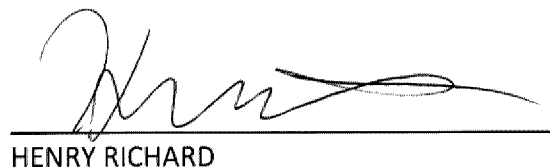
- A. Subject to the provisions of Article I, this Agreement shall remain in effect from October 20, 2022 through midnight December 31, 2023. In the event a successor Agreement has not yet been made, then if the parties mutually agree this Contract shall remain in effect until the new Agreement is executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

TOWN OF HARRISON

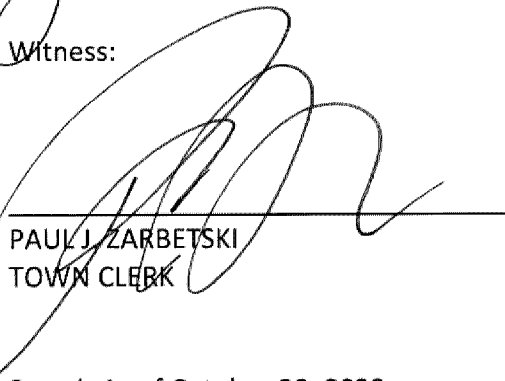
FIRE CHIEF

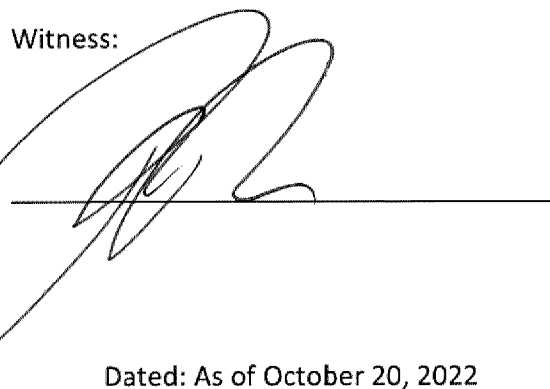
  
\_\_\_\_\_  
JAMES A. FIFE, MAYOR

  
\_\_\_\_\_  
HENRY RICHARD

Witness:

Witness:

  
\_\_\_\_\_  
PAUL J. ZARBETSKI  
TOWN CLERK

  
\_\_\_\_\_  
Witness

Dated: As of October 20, 2022

Dated: As of October 20, 2022

