THIS AGREEMENT made as of this 1st day of January, 2023 by and between the Business Administrator (hereinafter referred to as the "Employee") of the Toms River Fire Commissioners District No. 2 and the Commissioners of Toms River, District No. 2, in the Township of Toms River, County of Ocean, and State of New Jersey (hereinafter referred to as the "Employer").

W I T N E S S E T H:

WHERE, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between Employer and its employee and 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 premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

STAFF RECOGNITION AND EMPLOYEE REPRESENTATION

Employer recognizes the employee as the exclusive representative for the purpose of collective negotiation with respect to the terms and conditions of employment of all Business Administrator employed by the Toms River Fire Commissioners, District #2. However, excluded from this recognition shall be the Clerk/Bookkeeper, substitute personnel and per diem personnel.

ARTICLE II

COLLECTIVE BARGAINING PROCEDURE

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

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

Section 3. Employees will be excused from their work assignments by the Employer to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement, provided their absence would not seriously interfere with the operation of the Employer.

ARTICLE III

MODIFICATION 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 IV

MANAGEMENT

Section 1. Nothing in this Agreement shall be deemed to limit or restrict the Board of Fire Commissioners, Toms River, in any way in the exercise of the functions of management.

Section 2. Nothing in this Agreement shall interfere with the right of the Board of Fire Commissioners in accordance with the applicable law, rules and regulations to:

a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

b. Manage employees of the Board, to hire, promote, transfer, assign, or retain employees in positions within the Fire Service and in that regard to establish reasonable work rules.

c. Suspend, discharge, or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

Section 3. It is further understood and agreed between the parties that all employee covered by this Agreement shall be afforded the opportunity of having shop representation at each and every step of the grievance procedure hereinafter set forth in the Agreement.

Section 4. It is still further agreed that no recording device of any kind shall be used during a disciplinary hearing unless the shop is made aware of such use prior to any such hearing.

ARTICLE V

DISCRIMINATION AND COERCION

Neither the Employer nor the Shop shall discriminate against any employee because of race, creed, color, age, sex, marital status, religion, national origin, or political affiliation.

ARTICLE VI

WORK PERFORMANCE

The employee 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 be limited to the specific functions and duties encumbered in their individual job descriptions which may be assigned and agreed to by the employee covered by this Agreement from time to time by their supervisors or through Employer work rules, personnel regulations, or other regulations.

ARTICLE VII

The employer reserves the right to conduct performance evaluations of all personnel covered by this Agreement. Each employee will receive a copy of his/her performance evaluation.

ARTICLE VIII

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 IX

SENIORITY

Section 1. The parties hereto recognize and accept the principal of seniority in all cases of transfer, promotion, assignment of schedules, layoffs, any recalls, and selection of vacations. Nevertheless, ability to perform the work in a satisfactory manner will constitute an equal factor in all of such cases.

Section 2. An employee shall be deemed probationary following his/her regular appointment to a permanent position during a trial period of three months for a clerical or administrative employee. At the conclusion of said probationary period, the employee shall be classified as permanent and may not thereafter be discharged from employment without a hearing and except for just cause. A probationary employee may be discharged, suspended, or otherwise subjected to disciplinary action without a hearing or stated reasons.

Section 3. The seniority of an employee is defined as the length of service as an employee of the Employer from his/her first date of hire.

Section 4. In the event of layoffs and rehiring, the last person hired in the classification affected shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his/her seniority in his/her classification, provided the more senior employee is able to do the available work in a satisfactory manner. The Commissioners shall provide one hundred eighty (180) working days notice of a layoff and ten (10) working days of a bump.

Section 5. An employee, having broken service with Employer (as distinguished from an authorized leave of absence and except for a lay off) shall accrue seniority credits for the time he/she was not employed by Employer only if employed prior to the break in service for a period in excess of three years, and in such event seniority shall be credited to said returning employee only on the basis of one-half of actual prior service, e.g., if employee with five years' service leaves for one year and then returns, his/her seniority credited upon return to service shall be two and one-half years).

Section 6. As to any two or more employees who commenced employment on the same date in any job classification, seniority shall be determined in accordance with the commencement of employment of such employees in any job classification, and if seniority cannot be determined in accordance therewith then Employer shall ascribe seniority priority based on job performance.

Section 7. Notification shall be given to the employees in writing or by posting in a conspicuous place in the office of the Toms River Fire Commissioners, District No. 2 of any vacancy or new position to be filled by Employer. As to any such vacancy or new position, employees shall have the right to apply for same, and preference shall be given to said employees on the basis of seniority and merit, same to be equal factors, provided that the qualifications of the said employees exceed or equal those of any non-employees applying for said vacancy or position.

ARTICLE X

HOURS OF WORK

Section 1. This article is intended to define the normal hours of work per day or week or of days per week, and shall not apply to part-time workers.

Section 2. The basic work week shall consist of forty (40) hours for all employees, including seven (7) hours of work per day Monday through Friday inclusive of a one-hour lunch period.

Section 3. For clerical and administrative employees, normal starting time shall be 8:00 a.m. and quitting time 4:00 p.m., but these hours may be flexed to start at 7:30 a.m. and quit at 3:30 p.m.. These hours may be varied under unusual circumstances by Employer.

Section 4. All employees covered under this Agreement will be entitled to two (2 fifteen (15) minutes paid breaks per day, one (1) in the morning and one (1) in the afternoon, except in case of emergency.

ARTICLE XI:

SALARY

A. Employee salary is $125,000.00. Employee will receive an annual increase of two and a half percent (2.5%) for 2024 and 2025 which will result in the following salaries:

ARTICLE XII

OVERTIME

Section 1. The Employer agrees that all employees covered by this Agreement shall earn overtime or comp time at the discretion of the employee and employer. Over-time/comp. time shall be calculated as time and one-half the employee's regular straight time hourly rate. Comp-time may be accumulated during any one calendar year except that comp-time received in December of any one year may be used in the following year.

Section 2. Employees shall not be paid overtime for any hours worked unless such overtime is authorized by Employer.

Section 3. Overtime shall be equally distributed among employees as is reasonably practical among those capable of performing the work to be done.

Section 4. Attendance at Toms River Fire Commissioners, District No. 2 Board meeting by Business Administrator shall be included in their salary.

Section 5. Attendance by Business Administrator at Joint Board meetings shall included in their salary.

ARTICLE XIII

CALL IN PAY

Section 1. An employee who is called in to do work outside of his regular hours shall be entitled to "call in pay" at one and one-half the employee's regular straight hourly rate or comp time.

ARTICLE XIV

VACATIONS

Section 1. 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 regular hourly rate of pay as of the week immediately prior to the start of such vacation:

1 year but less than 3 years	3 weeks
3 years but less than 8 years	4 weeks
8 years but less than 20 years	5 weeks
20 years and over	6 weeks

Section 2. Eligibility for vacations shall be computed as of the first day of the month in which hired.

Section 3. Vacations will be scheduled so as not to interfere with the operations of the Board office and with due regard to seniority. Vacations shall be taken within the year of entitlement. However, an employee may carry over no more than one (1) years' worth of vacation days into their next anniversary year.

Section 4. An employee who has resigned or who has otherwise separated from employment shall be entitled to the vacation allowance pro-rated on the basis on the number of months worked in a calendar year in which the separation become effective.

Section 5. If an employee leaves the employ of the Employer for any reason before the end of the calendar year after having taken a vacation allowance for the year, he/she will be charged with the unearned part of his or her vacation which will be deducted from his/her final paycheck.

Section 6. If the employer requests, the employee may forego vacation in order to continue at work during what otherwise would be a vacation. Additional pay in lieu of vacation shall be at the employee's rate of pay in effect at the time vacation was scheduled.

Section 7. 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.

Section 8. SPLITTING VACATIONS – Vacation periods, subject to seniority and managerial discretion, may be split into weekly, part-weekly, and daily segments.

Section 9. PRO-RATION UPON TERMINATION – Vacation allowance will be prorated for any employee who terminates employment prior to the end of their anniversary year on the basis of the number of months worked during the anniversary 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 XV

HOLIDAYS

Section 1. The Employer has designated the following days as holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Second half of New Year's Eve Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Second half of Christmas Eve
Christmas Day

Section 2. Holidays that fall on a Saturday or Sunday will be celebrated on the preceding Friday or following Monday respectively.

Section 3. Any employee required to work by the Employer on the holiday, shall be entitled to comp-time within the same pay period.

ARTICLE XVI

PERSONAL LEAVE DAYS

Employees are entitled to four (4) days leave with pay for personal business. The granting of personal days off shall be for religious purposes and for personal business. Where possible, requests for leave shall be asked for and obtained in advance of the requested date or dates from the employee's department head. Dates requested and reason for the leave shall be subject to the approval of the employee's department head, which approval shall not be unreasonably withheld. Leave days must be used within the one year period and shall not be cumulative from year to year. Personal days may be taken in hourly segments.

ARTICLE XVII

SICK LEAVE

Section 1. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of the first anniversary year of service and fifteen (15) working days in every anniversary year thereafter. The amount of such leave not taken shall accumulate from year to year, and such employee shall be entitled to such accumulated sick leave if and when needed provided that upon retirement or expiration of employment of such employee, any such leave so accumulated shall not be cancelled and such employee shall be entitled to terminal leave with pay on account of such accumulation. However, such terminal leave shall not exceed fifty (50) days for all employees and such terminal leave payment shall be taken in a lump sum not to exceed $15,000.00 at the time of retirement. Upon death of any employee covered under this Agreement such accumulated sick leave will be paid to his/her beneficiary.

Section 2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to a 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.

Section 3. An employee absent on sick leave for a period of three (3) consecutive days may be requested by the employer to submit acceptable medical evidence substantiating the illness. The Employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

Section 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 2, must notify the appropriate office by telephone or personal messenger within one (1) hour after the beginning hour of his/her work day.

Section 5. Employees on a seasonal basis or part-time basis are not eligible for sick leave benefits as outlined above.

Section 6. 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.

Section 7. Effective two (2) months prior to Employees' Anniversary date, Employees who have at least fifty (50) or more accumulated sick day leave will be eligible to cash up to ten (10) sick days at 90% of their regular hourly rate of pay.

ARTICLE XVIII

DEATH IN FAMILY

Every permanent full-time employee shall be granted three (3) days leave with pay upon the death of a member of his immediate family, within the State of New Jersey, and up to a maximum of five (5) days if burial is outside of New Jersey, with the consent of the Department Head. Immediate family shall include spouse, children, parents, brothers, sisters, and spouse's parents, brothers, sisters, and grandparents of employee or spouse.

ARTICLE XIX

LEAVE OF ABSENCE

Section 1. A permanent employee may be granted a leave of absence without pay for a period not to exceed sixty (60) days, but such leave may be extended as the result of illness or disability or such other reasons found proper by Employer. A request for leave of absence will not be unreasonably denied by Employer.

Section 2. At the expiration of such leave, the employee shall be returned to the position he/she held at the time of the taking of the leave of absence but shall receive no credit for longevity nor seniority during the period of the leave of absence.

ARTICLE XX

SAFETY AND HEALTH

Section 1. Employer shall at all times maintain safe and healthful working conditions, and shall comply with federal and state laws relating to safety and health.

Section 2. Employer and Employees shall designate a safety committee to meet as the need arises to discuss and recommend rules and regulations relating to the safety of employees and the public.

ARTICLE XXI

RULES AND REGULATIONS

Section 1. Employer may establish and enforce reasonable rules and regulations for the operation of the Fire Commissioners' Office as well as the qualifications and duties of all employees. Management shall be consulted prior to the promulgation of any new rules or regulations and qualifications or duties.

Section 2. In the event that an employee shall refuse to execute a proper order of the supervisor, Employer shall have the right to suspend or discharge the offending employee or employees in accordance with and subject to Articles I, IV, and VIII.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and condition of this Agreement, except as to any matter which is specifically set forth herein or is established by law as being within the sole discretion of Employer, and may be raised by an individual employee covered in this Agreement. 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.

Step 1. The aggrieved employee shall first discuss the grievance or dispute with the supervisor within five (5) working days of the occurrence giving rise to the grievance. Failure on the part of the employee to request a discussion on the grievance within said five (5) day period shall be deemed to constitute an abandonment of the grievance. If a discussion of the grievance does not resolve same, unless abandoned, it shall proceed to the next step.

Step 2. If within five (5) working days the grievance is not resolved with the supervisor, then the grievance shall be reduced in writing by the aggrieved employee and one (1) copy shall be given to the immediate supervisor within five (5) 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.

Step 3. If the aggrieved employee is not satisfied with the supervisor response, the aggrieved 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 aggrieved employee within ten (10) days of the next Board meeting.

Step 4. If the aggrieved employee does not accept the decision of the Commissioners, they must appeal the decision within five (5) working days of receipt of the receipt of the Commissioners' written response to the aggrieved employee.

Step 5. If a grievance is not settled under this Article, such grievance shall, at the request of the aggrieved employee or the employer be referred to the Public Employment

Relations Commission of State Board of Mediation for the selection of an Arbitrator according to its rules.

a. 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.

b. The expense of arbitration shall be borne equally by the parties. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

c. The Arbitrator shall set forth his/her 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.

d. Grievances shall be processed promptly and expeditiously.

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

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

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

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

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

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

ARTICLE XXIII

HEALTH BENEFITS

Section 1. The Employer will provide at no cost to the employee, health insurance coverage to meet or exceed the state healthcare benefits including Medical, Dental, Prescriptions, and Vision.

Section 2. Employee co-payments are in accordance with 4-year schedule mandated by State Statute with a 5% discount throughout the life of this contract for health, prescription, vision, and dental benefits.

Section 3. Upon retirement with twenty-five (25) years credit with Toms River Fire Commissioners, District No. 2 an employee shall continue to receive full family coverage under all health and surgical, prescription, vision, and dental plan benefits described in Section 1, Section 2, and Section 3 at no expense to the employee throughout their retirement for those hired prior to 1998.

Section 4. Any addition or deletion to the aforementioned benefits shall be submitted in writing and specifically agreed upon by both parties.

Section 5. The Commissioners reserve the right to change insurance carriers at its option and after notification to the employee, upon condition that benefits equal to or greater than are provided.

Section 6. Employees who wish to waive coverage under the Employers health insurance plan shall be entitled to an opt-out incentive payment of $5,000.00 for any one (1) calendar year for which option is elected.

ARTICLE XXIV

DISABILILTY CLAUSE

Section 1. The Employer will provide at no cost to the employee Disability Insurance: Short term group disability, which provides 60% of weekly earnings for 26 weeks to start the first day of injury or the eighth day of illness.

a. The Board may extend injury leave after review after 26 weeks.

b. Long term individual disability policy coverage with benefits 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 sixty-five (65).

ARTICLE XXV

SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2. If any such provisions are invalid, Employer and Shop will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXVI

TERMINATION AND EXTENSION OF AGREEMENT

Section 1. This Agreement shall be deemed effective as of January 1, 2023 and shall terminate on December 31, 2025. In the absence of written notice given at least ninety (90) days prior to the expiration date by either party to the other of the intention to terminate, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as ninety (90) days notice is given prior to the annual expiration date. Notwithstanding the effective date hereof, the status of no employee shall be affected adversely as a result thereof.

ARTICLE XXVI

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 have by their duly authorized representatives set their hands and seals or affixed their corporate presents to be effective the day and year first above written.

ATTEST:	TOMS RIVER FIRE COMMISSIONERS, DISTRICT NO. 2
______________________________ Michael Willson, Clerk	By ______________________________ Kevin W. Britton., Chairman
WITNESSED BY:	TOMS RIVER FIRE COMMISSIONERS, DISTRICT NO. 2 EMPLOYEES
______________________________	By ______________________________