

TERM SHEET
FOR NEW HIRES WITH THE
SOUTH ESSEX FIRE DEPARTMENT
("SEFD")

1. Wages/Salary Guide

| Step | 2022 |
|-------------|-------------|
| Academy | \$35,000 |
| Probation | \$42,000 |
| 1 | \$46,153 |
| 2 | \$50,306 |
| 3 | \$54,459 |
| 4 | \$58,612 |
| 5 | \$62,765 |
| 6 | \$66,918 |
| 7 | \$71,071 |
| 8 | \$75,224 |
| 9 | \$79,377 |
| 10 | \$83,530 |
| 11 | \$87,683 |
| 12 | \$91,836 |
| 13 | \$95,989 |
| 14 | \$100,142 |
| 15 | \$104,295 |

There are to be 24 pay periods, with payments made on the 15th and 30th of each month.

2. Hours of Work and Overtime

A. The normal work week of employees performing firefighting duties shall be an average forty-two (42) hours computed over the period of an eight (8) week cycle. Firefighters shall work a 24/72 work schedule pursuant to the following eight (8) day rotation: 24 hours on duty; 72 hours off duty; 24 hours on duty; and 72 hours off duty. The start time for employees shall be 8:00 a.m.

New hires will be assigned a 40-hour work week in connection with their initial training.

B. An employee who is called in for overtime or is asked to return for a recall will be guaranteed a minimum of four (4) hours pay at the rate of one and one-half (1 ½) times his/her hourly rate. Employees called in for overtime must remain on duty for the entire four (4) hours. Employees will be released from overtime duty by the Chief or the Chief's designated representative when the emergency is over or after four (4) hours, whichever is longer.

Employees who are held over more than fifteen (15) minutes beyond the changes of shifts at 8:00 a.m. or 6:00 p.m. shall be paid at the then current rate of overtime pay for the amount of time actually worked, less the first fifteen (15) minutes of overtime.

C. An employee may opt to receive compensatory time in lieu of overtime pay. The use of compensatory time shall not cause additional overtime and shall be subject to the approval of the Chief, or in the Chief's absence, the Chief's designee, whose approval shall not be unreasonably withheld.

Compensatory time must be used by the end of the calendar year in which it is earned. Unused compensatory time will be paid out to the Firefighter.

3. Health Benefits

A. Employees and eligible members of their family shall be entitled to health benefits under the New Jersey State Health Benefit Plan and shall be limited to elect enrollment in either the Aetna Liberty or OMNIA Health Plan, or a similar costing plan if either of these plans are no longer available and contribute to the cost of their health insurance as required by P.L. 2011, Ch. 78. A firefighter may elect to enroll in any other plan offered by the SHBP but shall pay the net difference of the employer contribution that is greater than Aetna Liberty or the OMNIA Health Plan plus their Chapter 78 contribution. All employees shall contribute toward the plan cost, in an amount consistent with that required by P.L. 2011, c. 78 and P.L. 2010, c. 2.

B. The SEFD shall supply a Dental Insurance Plan which provides both preventative and diagnostic services, as well as orthodontic benefits. It is understood and agreed that said Dental Insurance Plan is one which provides for co-payment of certain items by employees, all set forth in a description of the Plan which has been provided to [THE UNION] prior to signing this Agreement.

C. The SEFD reserves the right to change insurance providers provided that the new provider has benefits equal to or better than the preceding provider, and the SEFD consults with the union after allowing the union to review the proposed benefit package for a minimum of thirty (30) days.

4. Sick Leave

A. Each member shall be granted one and one-quarter (1 $\frac{1}{4}$) sick days per month for a total of 120 hours of sick time per year. Sick time shall be accumulated year to year and each member shall be paid for one-half of the total amount of sick days accrued from the date of employment to date of retirement to a maximum of \$15,000.00. Payment will be based on the annual salary at the time of retirement divided by 260.

B. Sick time is advanced at the beginning of the calendar year, with the exception of the first year of employment. Therefore, if an employee separates from service or retires and has used more sick time than they earned at that point in the year, the employee shall pay the SEFD the equivalent of the unearned sick time, to be deducted from the employee's final paycheck.

C. Employees shall receive sick leave benefits pursuant to the terms of this Agreement and the Union expressly waives any benefits or rights afforded to employees pursuant to the New Jersey Earned Sick Leave Act, N.J.S.A. 34:1D-1 et seq.

5. Injury Leave

A. Whenever an employee shall be injured in the line of duty or who sustain an illness directly related to the fire occupation so as to be physically unfit for duty, the SEFD shall grant a leave of absence with pay, not to exceed one year, during the period of temporary disability as defined by the Workers' Compensation Law of the State of New Jersey. Employees on a leave of absence pursuant to this paragraph will not have time deducted from sick leave.

B. Any temporary disability payments from Workers' Compensation insurance received by the employee shall be credited toward the pay referred to above.

C. The SEFD may require that the injury, illness, or disability be evidenced by a certificate of a physician designated by the SEFD to examine the employee wherever in its judgment such an examination is deemed appropriate. In addition, the SEFD may require that the employee obtain a certificate of a physician designated by the SEFD indicating that he/she is fit to return to duty.

D. Fire Fighters who have been on on-duty injury leave for up to one (1) year must return to work for six (6) months to receive the benefit of one (1) year leave benefit set forth in

this Article. Fire Fighters who do not return to work for at least six (6) months and who go out again on on-duty injury leave will have all injury leave time, accepting the Firefighter who suffers a different and unrelated on-duty injury before the six (6) month period has been reached, counted toward the one (1) year limitation herein. If Firefighters need additional on-duty injury time beyond the one (1) year, such time may be granted at the sole discretion of the SEFD and any time granted beyond one (1) year shall be without pay other than any compensation available under worker's compensation. The grant of additional time is subject to a prognosis that the firefighter is expected to return to full duty.

6. Vacation

All new firefighters hired by the SEFD shall receive the following allotment of vacation days:

| Years of Service | Vacation Allowance |
|------------------|--------------------|
| 0-1 | 24 hours |
| 1-3 | 48 hours |
| 4-5 | 56 hours |
| 6-10 | 64 hours |
| 11-15 | 72 hours |
| 16-20 | 80 hours |
| 21+ | 96 hours |

7. Clothing Allowance

The SEFD shall provide new firefighters with an initial issue of turnout gear and blue work uniforms. Any newly hired firefighter who fails to complete the Fire Academy shall be

required to reimburse the SEFD for the cost of turnout gear and blue work uniforms provided to him/her.