

**THE COMMISSIONERS OF FIRE DISTRICT NO. 1
IN THE TOWNSHIP OF DEPTFORD, COUNTY OF GLOUCESTER**

Resolution 2018- 19

Approving Employment Agreement of Administrative Secretary

WHEREAS, the Fire District has employed an Administrative Secretary, and desires to continue employing that Administrative Secretary;

WHEREAS, the Fire District has the authority to adopt and approve the salary for this position pursuant to its authority under N.J.S.A. 40A:14-81.1;

WHEREAS, the Fire District desires to enter into a formal Employment Agreement with the Administrative Secretary, in the form attached hereto as Exhibit A, for the time period of April 1, 2018 to March 31, 2019, at an approved salary for calendar year 2018 of \$77,264 (Seventy Seven Thousand Two Hundred and Sixty Four Dollars).

WHEREAS, by prior Resolution, the Fire District entered into a formal Employment Agreement with the Administrative Secretary, for the time period of April 1, 2017 to March 31, 2018;

WHEREAS, the Fire District as part of this Resolution is seeking to approve a salary increase for the Administrative Secretary for the calendar year 2018, and therefore seeks to increase such salary for calendar year 2018 over and above the calendar year 2017 salary, and therefore seeks to retroactively increase the salary for the Administrative Secretary for the time period of January 1, 2018 to March 31, 2018;

WHEREAS, the Fire District and the Administrative Secretary now desire to amend the April 1, 2017 to March 31, 2018 Employment Agreement, in the form of Amendment attached

EXHIBIT A

DEPTFORD FIRE DEPARTMENT

1370 Delsea Drive
Deptford, NJ 08096

CONTRACT OF EMPLOYMENT

Administrative Secretary

THIS EMPLOYMENT CONTRACT is made and entered into this 6 day of June 2018 by and between the Deptford Fire Department, Board of Fire Commissioners, with offices located at 1370 Delsea Drive, Deptford, New Jersey 08096 (hereinafter referred to as the "Board") and Donna Scally of 19 Dubois Avenue, Woodbury, New Jersey 08096, hereinafter referred to as the "Administrative Secretary").

WITNESSETH:

WHEREAS, the Board has employed the Administrative Secretary in that job position, and desires to continue to employ her in that job position;

WHEREAS, the Board desires to provide the Administrative Secretary with a written Employment Contract in order to enhance administrative stability and continuity within the Deptford Fire Department, which the Board believes generally improves the quality of its overall services; and

WHEREAS, the Board and the Administrative Secretary believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the Deptford Fire Department;

NOW THEREFORE, the Board and the Administrative Secretary, for the consideration herein specified, agree as follows:

(1) TERM

The Board, in consideration of the promises herein contained of the Administrative Secretary, hereby employs, and the Administrative Secretary hereby accepts employment as Administrative Secretary for the Deptford Fire Department ("Department") for a term of one year, commencing on April 1, 2018, and ending on March 31, 2019.

(2) COMPENSATION

a. Salary: The Board shall pay the Administrative Secretary an annual salary of \$77,264.00 (Seventy Seven Thousand Two Hundred and Sixty Four Dollars). The salary rate shall be paid to the Administrative Secretary in accordance with the schedule of salary payments in effect for all salaried employees in the Department.

b. Bonus: The Administrative Secretary shall receive a bonus in the amount of \$1,500.00 in the first pay of December, 2018.

c. All payments of salary and other compensation to the Administrative Secretary shall be made after deduction of any taxes and other amounts which are required to be withheld with respect thereto under applicable federal and state laws.

(3) DUTIES

The Administrative Secretary shall perform the duties assigned to her by the Board that are consistent with, and expected of, an “Administrative Secretary” as defined by the New Jersey Civil Service Commission pursuant to New Jersey Administrative Code Title 4A.

(4) BENEFITS

The Board shall provide the Administrative Secretary, as part of her compensation, with the following benefits:

a. Vacation/Holidays: Will be based on Civil Service benefits under New Jersey Administrative Code Title 4A and the Deptford Fire Department Handbook.

b. Bereavement Leave: The Board shall provide the Administrative Secretary with five (5) days of bereavement leave for the death of an immediate family member. Immediate family member shall be defined as mother, father, mother-in-law, father-in-law, brother, sister, child, foster child, grandfather or grandmother. The Board shall provide the Administrative Secretary with one (1) day of bereavement leave to attend the funeral services of other family members. Other family members are defined as aunt, uncle, niece, nephew or cousin of the Administrative Secretary. Additional days may be taken, if needed, as sick time or days off without pay with prior approval from the Board.

c. Other Benefits: The Board shall provide the Administrative Secretary with all other benefits that are being provided to the paid full-time firefighters under the terms of the Collective Bargaining Agreement in place with the Board, including healthcare benefits for herself and her dependents through the New Jersey State Health Plan and pension benefits through the New Jersey Public Employees’ Retirement System.

(5) TERMINATION OF EMPLOYMENT CONTRACT

This Employment Contract may be terminated by:

a. Mutual agreement of the parties;

b. Unilateral termination by the Administrative Secretary: The Administrative Secretary should provide the Board with as much advance notice as possible, but in no event shall she provide less than sixty (60) days written notice to the Board; or

c. “For cause,” which shall be defined as (i) an allegation, arrest, naming as a “subject” or “target”, or the commencement of an investigation, by a prosecutorial, law enforcement, or other governmental authority of a violation of a law or regulation of the State of New Jersey or United States; (ii) an allegation, arrest, naming as a “subject” or “target”, or commencement of an investigation, by a prosecutorial, law enforcement, or other governmental

authority of fraud, misappropriation, embezzlement, or misuse of funds; and (iii) an allegation by any third party, deemed to be credible by the majority of the Board of Fire Commissioners, of any act of moral turpitude or any violation of the Department's policies and procedures, including, but not limited to, its sexual harassment policy and anti-discrimination policies.

d. "For cause" shall also include a breach by the Administrative Secretary of any material provision of this Agreement, gross mismanagement, dishonesty, misconduct, neglect or deficiency in the performance of the duties of the Administrative Secretary, as determined by the majority of the Board, after sending written notice to the Administrative Secretary and affording the Administrative Secretary an opportunity to sit down with the Board to discuss the matter more fully. This notice and opportunity to sit down shall not be construed as a "cure" provision, but rather as an opportunity to explore other possibilities for terminating this Agreement.

e. In the event disability or incapacity of the Administrative Secretary to perform substantially all of her duties properly should continue for a consecutive period of ninety (90) calendar days, or a non-consecutive period of one-hundred twenty (120) calendar days.

f. In the event this contract is not renewed by the Board, notice of such non-renewal shall be as required by law.

(6) RELEASE OF PERSONNEL INFORMATION

The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified by N.J.S.A. 47:1 A-1, *et seq.*, Executive Order No. 11 (November 15, 1974), Executive Order No. 21 (July 8, 2002), Executive Order No. 26 (August 13, 2002), and case law interpreting them. All information related to the Administrative Secretary's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Administrative Secretary, or by a lawful order or ruling of a court of competent jurisdiction.

(7) CONFIDENTIALITY

The Administrative Secretary acknowledges that she will be granted access to certain confidential information in the course of her duties, including, but not limited to, information pertaining to personnel matters, collective negotiations, on-going workplace investigations, employee and volunteer discipline, personal identifying information, financial information, budgetary information, attorney client-communications, and other information exempt from disclosure under the New Jersey Open Public Records Act (collectively referred to as "Confidential Information"); that such Confidential Information is not readily ascertainable from other sources; and that the Board has a legitimate business interest in protecting such Confidential Information. The Administrative Secretary agrees that she will not, at any time, either directly or indirectly, disclose to any person or entity other than members of the Board any Confidential Information except in the ordinary course of conducting business for and on behalf of the Board or with the Board's express written permission.

(8) PERSONNEL RECORDS

The Administrative Secretary shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Administrative Secretary shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain, and may request that those documents identified by her be destroyed. The Board retains the right to determine whether or not such documents will be destroyed.

No material derogatory to the Administrative Secretary's conduct, service, character or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Administrative Secretary shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrative Secretary shall have the right to submit a written answer to such material.

(9) COMPLETE AGREEMENT

This Employment Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

(10) CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the contract.

(11) SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of the Employment Contract is illegal under Federal or State law, the remainder of the Employment Contract not affected by such a ruling shall remain in force.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Employment Contract, and

WHEREAS, the Administrative Secretary has approved the terms and conditions of this Employment Contract, and

WHEREAS, this Employment Contract has been approved by a vote of the members of the Deptford Fire Department, Board of Fire Commissioners at its meeting of June 6, 2018, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, they set their hands and seals to this Employment Contract effective on the day and year first above written.

DEPTFORD FIRE DEPARTMENT BOARD OF FIRE
COMMISSIONERS

Michael White, Chairman

Witnessed by:

Donna Scally, Administrative Secretary

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EXHIBIT B

DEPTFORD FIRE DEPARTMENT

1370 Delsea Drive
Deptford, NJ 08096

**AMENDMENT TO CONTRACT OF EMPLOYMENT
Administrative Secretary**

THIS AMENDMENT is entered into this 6 day of June 2018 by and between the Deptford Fire Department, Board of Fire Commissioners, with offices located at 1370 Delsea Drive, Deptford, New Jersey 08096 (hereinafter referred to as the "Board") and Donna Scally of 19 Dubois Avenue, Woodbury, New Jersey 08096, hereinafter referred to as the "Administrative Secretary").

WITNESSETH:

WHEREAS, the Board previously entered into an Employment Agreement with the Administrative Secretary for the time period of April 1, 2017 to March 31, 2018 ("2017-2018 Employment Agreement");

WHEREAS, the Board decided to increase the Administrative Secretary's salary, effective January 1, 2018, in consideration of the services she has and continues to provide; and

WHEREAS, the Board and the Administrative Secretary now desire to amend the 2017-2018 Employment Agreement to reflect the aforementioned salary increase;

NOW THEREFORE, the Board and the Administrative Secretary, for the consideration herein specified, agree as follows:

- (12) Paragraph (2)(a) of the 2017-2018 Employment Agreement is modified by striking the language contained therein and replacing such language with the following:
 - a. Salary: The Board shall pay the Administrative Secretary an annual salary of \$75,749.00 (Seventy Five Thousand Seven Hundred and Forty Nine Dollars) for the time period of April 1, 2017 to December 31, 2017. The Board shall pay the Administrative Secretary an annual salary of \$77,264.00 (Seventy Seven Thousand Two Hundred and Sixty Four Dollars) for the time period of January 1, 2018 to March 31, 2018. The applicable salary rate shall be paid to the Administrative Secretary in accordance with the schedule of salary payments in effect for all salaried employees in the Department.

WHEREAS, a duly authorized officer of the Board has approved the terms and conditions of this Amendment, and

WHEREAS, the Administrative Secretary has approved the terms and conditions of this Amendment, and

WHEREAS, this Amendment has been approved by a vote of the members of the Deptford Fire Department, Board of Fire Commissioners at its meeting of June 6, 2018, and has been made a part of the minutes of that meeting.

IN WITNESS WHEREOF, they set their hands and seals to this Amendment effective on the day and year first above written.

DEPTFORD FIRE DEPARTMENT BOARD OF FIRE
COMMISSIONERS

Michael White, Chairman

Witnessed by:

Donna Scally, Administrative Secretary