

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF VOORHEES

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL #3249

A.F.L.C.I.O.C.L.C.

(SENIOR OFFICERS)

EFFECTIVE JANUARY 1, 2018 TO DECEMBER 31, 2021

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THIS AGREEMENT made and entered into this 31th Day of January, 2019, to take effect January 1, 2018, by and between the **TOWNSHIP OF VOORHEES**, a municipal corporation of the State of New Jersey, hereinafter referred to as "**Township**" and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #3249**, a labor organization, hereinafter referred to as "**Union**".

WITNESSETH:

WHEREAS, the Union has been recognized by the governing body of the Township as the collective bargaining agent for certain Fire Department employees employed by the Township and negotiations have been pursued in accordance with the provisions of Chapter 303 of the Public Laws of 1968 as amended by Chapter 123 of the PL of 1974 and the parties hereto desiring to reduce their understandings to written form;

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, it is mutually agreed as follows:

Handwritten initials or signatures in the bottom right corner of the page.

Article 1

RECOGNITION

The Township hereby recognizes the International Association of Fire Fighters Local #3249, A.F.L.-C.I.O.-C.L.C. as the exclusive bargaining representatives for the unit of employees defined so as to mean Union Member, Employee, Captain, Battalion Chief, and Deputy Chief of the Fire Department of the Township of Voorhees.

ARTICLE 2

NEGOTIATION PROCEDURES

1. Pursuant to New Jersey Statutes Title 34 et seq., the Township of Voorhees agrees to enter into negotiations with the Union concerning terms and conditions of employment as defined by the New Jersey Public Employment Relations Commission.
2. The Township agrees to enter into collective negotiations with the representatives of the Union, which has been designated the sole and exclusive agent for collective negotiations for all ranks and classifications of Union members as defined in Article I - Recognition.
3. It shall be understood between the parties that only one Union member, from any single shift, shall be allowed to participate at negotiations with the Township at no loss of pay so as to minimize the impact on the scheduled work force.

4. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
5. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Union for the duration of this agreement.

ARTICLE 3

UNION MEMBERS' RIGHTS AND PRIVILEGES

1. Pursuant to N.J.S.A. Title 34, Public Laws, 1968, the Township hereby agrees that every employee of the Township shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
2. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates, his/her participation in any activities of the Union and its affiliates, collective negotiations with the Township or his/her institution of any



grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

3. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 4

GRIEVANCE PROCEDURE

Definition: The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and conditions of employment and shall be raised by an individual, the Union on behalf of the individual or group of individuals or the Township.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of the problems which may arise affecting the terms and conditions of this agreement.
2. Nothing herein shall be construed as limiting the rights of any Union member having a grievance to discuss the matter informally with an appropriate member of the Department staff.
3. Nothing herein shall be deemed to deny the Union member of their statutory or legal rights concerning discipline. Nothing herein shall be deemed to

deny Union members of their rights to pursue any other statutory or legal remedies pursuant to case law.

4. Steps of the Grievance Procedures:

Step 1. The Union on behalf of an aggrieved Union member or Union members shall institute action under the provisions hereof within twenty (20) business days of the occurrence of the grievance. An earnest effort shall be made to settle the difference(s) with an informal discussion between a representative of the Union, the aggrieved Union member or members and the member or members' immediate supervisor(s) for the purpose of attempting to resolve the matter informally. Failure to act within twenty (20) business days shall be deemed to constitute an abandonment of the grievance. The informal discussion and attempt to resolve the grievance informally shall take place within five (5) business days of the grievance action being instituted. If a resolution of the grievance has not been reached within two (2) business days of the informal discussion, the grievance may proceed to Step 2.

Step 2. A. In the event a satisfactory settlement has not been reached at Step 1, the Union may, within five (5) business days of the supervisor's action, file his/her written grievance with the Chief or his designee of the Department.

B. The Chief or his designee of the Department shall review the matter and make a determination within ten (10) business days from receipt of the grievance.

Step 3. In the event a satisfactory settlement has not been reached at Step 2, the Union may, within five (5) business days of the Chief or his designee's

decision and notice of determination, file its grievance with the Township Administrator. The Township Administrator shall notify the Union within five (5) business days of receipt of the grievance, of his/her decision.

Step 4. In the event a satisfactory settlement has not been reached at the level of the Township Administrator, the Union may, within five (5) business days of receipt of the Administration decision, move the matter to arbitration. The grievance arbitration shall be governed by the New Jersey Public Employment Relations Commission.

The selected arbitrator shall convene both parties in this matter to hear the affected grievance. The arbitrator shall be bound by the terms of the agreement and to the application of the facts presented to him/her at the grievance hearing. The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties.

The cost and service of the arbitrator shall be born equally by the Township and the Union. All other expenses of the arbitration proceedings shall be born by the party incurring said expenses.

Step 5. It shall be understood by the parties that either party's nonresponse to any level shall be deemed a no reply and the matter shall move to the next respective level of the procedure.

It shall be understood by the Parties that all grievances shall be instituted at the level in which the appropriate relief shall be rendered.

Time limits on all grievances shall only be extended by written correspondence and mutual agreement of both parties.


NOTE: A business day shall be defined as a day that Voorhees Township municipal offices are open for regular business.

Article 5

SICK LEAVE

Employees shall be entitled to 120 hours' sick leave per year. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. Sick leave shall not be charged to any employee when Township is reimbursed for employee's salary by worker's compensation. Township reserves the right to require acceptable medical evidence substantiating the illness.

Employees, shall upon retirement, be reimbursed by the Township in cash payment for accrued sick leave, which will be converted back to an 8-hour day. This reimbursement shall be at the rate of 25% of the employee's highest daily hourly base salary rate at the time of retirement. Employees who commence service on or after the effective date of P.L. 2010.c.3 (May 21, 2010), shall be entitled to a maximum reimbursement of \$15,000.00 as per N.J.S.A. 11A:6-19.2. Employees who transferred from the Fire District will use their start date with the District.



Employees may elect whether to receive this payment in a lump sum at retirement or extend it over a number of years. Prior to retirement, the employee will notify the Township on how they would prefer the payout to occur.

The Township may require, upon return to work, employees to submit to an independent medical examination in addition to the certification of the healthcare provided by the employee's doctor.

Article 6

OVERTIME COMPENSATION

All positions covered by this contract are to be granted compensatory time at the statutory rate of time and one-half time worked over the regular scheduled work day or the regular scheduled work week.

All overtime at the end of a regular shift will start 30 minutes after the final hour and will accrue on the hour for every hour after at the above-mentioned rate of time and one-half.

The work schedule of Union members will be set by the Director of the fire department, with input from the Union members, and it will remain in effect for the duration of this contract. If any changes are made to the set schedule or shifts, this portion of the contract will be reopened to address monetary overtime payments and shift differentials.

Article 7

HOLIDAYS

All Union members are to be granted fourteen (14) holidays annually. Unused holidays, not to exceed three (3) in number, may be carried into the new year for a ninety (90) day period, at which time the holidays not used will be lost. Members of the Union are entitled to "sell back" a maximum of eighty (80) hours of holiday time in each year of the contract at their straight time rate as of January 1 of the same year.

Article 8

VACATIONS

During first calendar year of service:	1 day per month
Through completion of four (4) years of service:	12 days per year
Commencement of five (5) years of service up to completion of nine (9) years of service:	15 days per year
Commencement of ten (10) years of service up to completion of fourteen (14) years of service:	17 days per year
Commencement of fifteen (15) years of service up to completion of nineteen (19) years of service:	20 days per year
Commencement of twenty (20) years of service:	21 days per year
Year of retirement:	25 days per year



Any employee who terminates his/her employment with the Township or whose employment the Township terminates shall be entitled to vacation and holidays days on a pro-rated monthly basis.

Employees may carry forward and/or sell back to the Township up to forty (40) hours of vacation time per year.

A one-time vacation bank, equivalent to one year of accumulated vacation time previously accumulated, (amount agreed upon between the parties) will be documented and used throughout the firefighters remaining career. If this bank goes unused, there will be no pay out upon retirement.

Article 9

PERSONAL DAYS

Union members are to be granted two (2) personal days annually.

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ARTICLE 10

RETIREMENT, SEPARATION AND DEATH

1. Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the ordinances of the Township of Voorhees.
2. Any member covered by this agreement who shall retire after twenty-five (25) years in the pension system shall continue to be enrolled with the Township's medical plan as per the practice of the Township.

RP GA

Article 11

DUES DEDUCTION

The Township agrees, in accordance with New Jersey law, that upon receipt of a signed authorization from officers to deduct the employee's dues as prescribed by the Union in equal installments no more than two times per month. The Union will designate to the employee the portions of the total monthly dues collected to then be forwarded to the Union Treasurer.

Article 12

SALARIES

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Deputy Chief	\$136,908.00	\$139,647.00	\$142,440.00	\$145,288.37
Battalion Chief	\$133,047.00	\$135,708.00	\$138,422.00	\$141,190.29
Captain	\$127,723.00	\$130,278.00	\$132,883.00	\$135,541.37

ARTICLE 13

FUNERAL LEAVE

The Township shall allow a maximum of three (3) consecutive paid shifts of absence to any Union members for death in the immediate family. "Immediate Family" shall be construed to mean spouse, including civil union partner, mother, father, stepparent, child, stepchild, foster child, sister, brother, grandparent, grandchild, aunt, uncle and current father-, mother-, son-, daughter-, brother-, or sister-in-law. Union members may request additional time by appealing directly to the Chief of Union members.

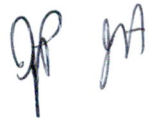
ARTICLE 14

CLOTHING AND UNIFORM ALLOWANCES

All employees covered by the terms of this agreement shall be supplied with an initial issue based on their assignment and policy. Replacement items will be done via request to the director or designee and will be charged to the below listed allowance. All necessary NFPA Compliant Personal Protective Equipment (PPE) will also be supplied. In addition, clothing destroyed in the line of duty shall be replaced at no expense to the employee. Payment shall be made after the submission of an appropriate voucher. All clothing purchases must be approved prior to purchase.

All Employees will receive, on account, the below listed amount to purchase approved clothing and equipment, starting in 2019, as there will be an initial issue supplied by the end of 2018.

2018	Initial Issue by the Township
2019	\$1,000.00
2020	\$1,000.00
2021	\$1,000.00



ARTICLE 15

INJURY LEAVE

1. In the event an employee becomes disabled by reason of injury, illness or disability from any cause and is unable to perform his/her duties, then in addition to any sick leave benefits provided for herein, he/she may be entitled to full pay for up to one (1) year pursuant to N.J.S.A. 40A:14-16.
 - a. It shall be understood pursuant to the above statute that the Township shall require verification of said injury, illness or disability by the Township physician.
2. Any employee who is injured while working must make an immediate report prior to the end of shift thereof to the immediate supervisor or as soon thereafter as possible.
3. In the event, any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his/her entire salary payment or the Township shall only pay the difference.
4. Whenever possible, workers' compensation appointments shall be made during work hours. Reimbursements will not be made for medical appointments, physical therapy, etc. outside of normal work schedule.

5. Senior Officers shall be permitted to return to work after an injury or illness where, after consultation of an attending physician, it is determined that they can perform their administrative duties, then the Union members shall be permitted to continue those duties with no loss of benefits or use of sick leave, as approved by the Director of the department.

ARTICLE 16

MATERNITY & PATERNITY LEAVE

Female employees shall be entitled to disability benefits for pregnancy, childbirth or related medical conditions for a period commencing four (4) weeks prior to the expected date of confinement and continuing until six (6) weeks (in the case of a normal delivery) or eight (8) weeks (if complications or caesarian section delivery) after the expected date of confinement. If, however, there are complications, said employee shall be entitled to disability benefits for up to a period of twenty-six (26) weeks including the weeks prior to the expected date of confinement. Male employees shall be entitled to paternity leave as provided under the Federal Family and Medical Leave Act of 1993 and the State of New Jersey Family Leave Act (NJFLA).

Article 17

LIFE INSURANCE

The Township shall supply and cover each Union member with a \$15,000.00 life insurance policy. Said policy will be discontinued post retirement.

Article 28

HEALTH BENEFITS

The Township will mirror the current level of benefits in the State Health Benefit plan.

Health care contribution payments will be subject to state law, specifically, Chapter 78, P.L. 2011, and be paid in accordance with the Health Benefits Contribution Schedule established pursuant to said law. After the full implementation of the Health Benefit Contribution, the level of contribution shall remain at the fourth year level (100% of the required contribution) during the term of this Agreement. Thereafter, in any successor contract, the contribution structure shall be negotiable, starting from the point of full implementation as required by law.

Article 19

DISCIPLINE

No officer shall be reduced in rank or compensation without just cause.

Article 20

TRAINING AND EDUCATION

Senior Officers are eligible for reimbursement of training and education costs with the following provisions:

1. The training or course(s) taken have direct benefit to the Fire Department
2. The training or course(s) taken is pre-approved by the Director of the department or designee.

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3. The officer receives a passing grade or certification that he/she has successfully completed the training.
4. Officers of this Union will be entitled to up to Two Thousand Dollars (\$2,000.00) annually towards training and education expenses, subject to the approval of the Director.

ARTICLE 21

LEGAL REPRESENTATION

1. The Township shall provide legal representation for any employee who has criminal or civil charges brought against him/her resulting from the performance of his/her duties provided that:
 - A. The attorney is mutually agreed upon by the Township and the employee.
 - B. The attorney's hourly fees are consistent with the normal hourly fee charged in this area.
 - C. The hours spent in defending the employee are reasonable in regard to the charge against him/her.
 - D. Any excess in B and C above is the responsibility of the employee.
 - E. There is no conflict between the employee's defense and the Township's interest.

2. The Township agrees to cover each Union member with Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00).
3. Legal defense shall not be provided for an employee in a disciplinary hearing instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her expense.
4. It shall be understood that the above provision shall be in conformance as to existing Administrative Law or pertaining statutes.

Article 22

PAYDAYS

Township reserves the right to establish paydays with the understanding that there be a minimum of two (2) paydays per month and a maximum of twenty-six (26) paydays per year.

ARTICLE 23

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations.

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by written instrument signed and executed by both parties.

D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Union, for the life of this Agreement, hereby waive any rights to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

ARTICLE 24

NON-DISCRIMINATION

1. The Township agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the work place.



2. The Township and the Union agree not to interfere with the right of employees to become or not become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership.

ARTICLE 25

UNION BUSINESS

1. For any interest arbitration or contract negotiation in accordance with N.J.S.A. 34:13A-5.1 (et seq.), the members of the negotiating team and necessary witnesses shall be released from duty with pay as is reasonably necessary. Members shall provide reasonable notice of their request for such leave provided that there shall be no disruption of normal services.
2. Duly authorized representatives will be permitted to attend New Jersey State and IAFF Conventions in accordance with the provisions of N.J.S.A. 40A:14-77.

ARTICLE 26

SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 27

DURATION, TERM AND RENEWAL

This Agreement shall be effective January 1, 2018 and shall remain in full force and effect through December 31, 2021. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, during the month of September in the final year of this agreement, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin within thirty (30) calendar days after such notification. This Agreement shall remain in full force and effect during the period of negotiations.

In Witness here to, the parties hereto have affixed their hands and seals or caused their corporate seal to be affixed the day, month and year first above written.

ATTEST:

Dee Ober

ATTEST:

Janet Lord 10/1/19

TOWNSHIP OF VOORHEES

By

IAFF Local #3249

By

Robert M. Grogan
Robert M. Grogan President 10/1/19