



**Agreement  
Between  
Board of Fire Commissioners  
Fire District # 1  
Winslow Township, New Jersey  
And  
Camden County Uniformed  
Fire Fighters Association  
International Association of Fire Fighters  
Local 3249  
A.F.L. - C.I.O. - C.L.C.**

**October 18, 2015 through December 31, 2019**

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**PREAMBLE**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of October, 2015 by and between the **BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 1**, Township of Winslow, in the County of Camden, New Jersey, a municipal body of the State of New Jersey, hereinafter called the "Board", and **CAMDEN COUNTY UNIFORMED FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL NO. 3249, A.F.L. - C.I.O. /C.L.C.**, hereinafter called the "Association", represents the complete and final understanding on all bargaining issues between the Board and the Association.

**PURPOSE**

**THIS AGREEMENT** is entered into between the Board and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Association represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District No. 1, the Township of Winslow, the Board and its employee.



**ARTICLE I**

**RECOGNITION**

- A. The Board of Fire Commissioners, Winslow Township Fire District Number 1, recognizes International Association of Fire Fighters Local 3249, AFL-CIO-CLC, as the exclusive bargaining agent for all full-time Fire Fighters, Lieutenants, Captains, and Battalion Chiefs.
- B. The terms "employee" or "employees", refer to persons, male or female, represented by the Association in the above defined bargaining unit.
- C. The recognized bargaining unit excludes part-time employees, members of the Board of Fire Commissioners, Fire Chief, Administrator, Clerical Unit, volunteer members of the Fire District, craft employees, confidential, managerial, executive and administrative employees within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A et seq.
- D. The Fire Official shall be included within the bargaining unit should the employee appointed as Fire Official be at the rank of Battalion Chief or below. The Fire Official shall be excluded from the bargaining unit should the employee appointed as Fire Official be at the rank of Deputy Fire Chief or Fire Chief.

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**ARTICLE II**

**NON-DISCRIMINATION**


- A. The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.
  
- B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

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### ARTICLE III

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Official representatives of the Association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A:14 - 177.
- B. A maximum of three (3) authorized association representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this District. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay for up to four (4) hours to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association when presented to effected employees. Copies of all disciplinary charges or notices relating to disciplinary action against any member shall be furnished to the Association President or the President's designee.
- D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members.
- E. Whenever an employee is to be questioned and he or she is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. If the employee does not ask for a representative, the District may proceed with any and all questioning it deems appropriate. At any time during the questioning, the members may request a representative. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.
- F. Authorized representatives of the Association, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Winslow Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individuals designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the fire facility.
- G. In addition to the foregoing, one (1) employee designated as a Delegate will receive administrative leave without loss of pay up to six (6) days per year to attend monthly meetings of the Professional Firefighters Association of New Jersey, the IAFF's chartered New Jersey state organization. In order to receive said leave, the Delegate must



give the Fire Chief prior written notice and must be scheduled to work on the day and time of the meeting.

- H.** In addition to the foregoing, three (3) union representatives will receive relief from duty with full pay for up to four (4) hours per month for the purpose of attending to contract administration, grievance processing or other union business relating to Winslow Township Fire District Bargaining units on an as needed basis. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonably possible. Such request will not be unreasonably denied. All on-duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.



## ARTICLE IV

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
  2. To make rules and procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
  3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
  4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
  5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
  6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide. If needed, lay offs will be in the reverse order of seniority.
- B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**A. Purpose**

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

**B. Definition**

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of this contractual agreement affecting the terms and conditions of employment, and shall be raised by the Association on behalf of an individual or group of individuals.

**C. Steps of the Grievance Procedure**

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

**Step One:**

An aggrieved employee or employees shall institute action under the provision hereof within ten (10) calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Within Fifteen (15) calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association. Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Fire Chief with request that the Fire Chief, investigate and resolve same, if required. If the resolution of the grievance has not been reached within ten (10) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.



**Step Two:**

1. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days of the Fire Chief's or his designee's decision, file a written grievance with the Board. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

The Board or its designee shall review the decision of the Fire Chief, and, within twenty (20) calendar days from receipt of the grievance, make a written determination.

**Step Three:**

1. In the event the grievance has not been resolved in Step Two, the Association may, within thirty (30) calendar days of the Boards' decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

**D. Arbitration**

1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
2. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
3. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

**E. Group Grievance**

1. Which shall be defined as those affecting "substantially" all of the members of the Association shall be filed by the Association and the Association only, at Step Two.



2. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any step in the grievance procedure.
3. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, any rights and/or claims regarding the grievance shall be deemed to be waived by the Association, unless the Association and Fire District mutually agree to extend the time limitation for filing of the grievance.
4. If any grievance is not processed to the next succeeding Step in the grievance procedure with the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive.



## ARTICLE VI

### MAINTENANCE OF OPERATIONS

- A.** It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B.** Neither the Association nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Board.
- C.** The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Board.
- D.** Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.
- E.** The Fire Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.



## ARTICLE VII

### DUES, DEDUCTIONS, AND AGENCY SHOP

- A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, and N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by Fire Chief or designee during the month following the filing of such card with the Board.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish the Board either new authorizations from its members showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary or designee.
- E. Any such written authorization may only be withdrawn between the period of the 1<sup>st</sup> of April and the 30<sup>th</sup> of June by filing a withdrawal notice with the Fire Chief or designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Association and transmit the fee to the majority representative.
  - 1. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.
  - 2. The fair share fee for services rendered by the Association shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Association, less the costs of benefits financed through the dues and available only to the members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

3. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances and wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

4. Prior to January 1<sup>st</sup> and July 31<sup>st</sup> of each year, the Association, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Board or employee requesting same.

5. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

**G.** The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.



## ARTICLE VIII

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they 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.
- B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
- C. Any employee whose action may give rise to criminal charges by the Board or any agent or representative thereof, shall be advised prior to any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel during any investigation that may have criminal implications against the employee.
- D. All written rules and regulations shall be provided to the employees immediately upon promulgation.

## ARTICLE IX

### HOURS, OVERTIME, and COMPENSATORY TIME

#### **A1. Apparatus Assigned Personnel (APP)<sup>1</sup>**

The following is the schedule of tours that each employee will follow:

One (1) twenty-four hour tour of duty; followed by one (1) twenty-four hour day off period; followed by one (1) twenty-four hour tour of duty; followed by one (1) twenty-four hour day off period; followed one (1) twenty-four hour tour of duty; followed four (4) twenty-four hour days off period. It is mutually understood that the Fair Labor Standards Act requires employers to pay overtime compensation to employees in fire suppression service when more than two hundred four (204) hours are worked within a twenty-seven (27) day work period.

To avoid such overtime mandate, the parties further agree that the Fire Chief, or his designee shall schedule an employee to tours of duty of less than twenty-four (24) hours within any such twenty-seven day work period. The Fire Chief or his designee will attempt to schedule the less than twenty-four (24) hours tours of duty toward the end of the twenty-seven (27) day period on an as needed basis.

1. Meal and break periods (a total of ninety (90) minutes) are included within the twenty-four (24) hours tour of duty. Employees shall remain available for immediate response to emergency calls during meal and break times.

#### **A2. Office Assigned Personnel (OAP)<sup>2</sup>**

1. OAP shall work an eight (8) or ten (10) hour shift. Shift schedules will be agreed to by the Chief, the Commission and IAFF Local 3249. In the event, an inspection is necessary after the shift schedule, the OAP may utilize a flex schedule to complete said inspections subject to the Chief's approval.
2. A one hour (1hr.) lunch break is included in work schedule. Employees shall remain available for immediate response to emergency calls during meal and break times.
3. In the event an OAP works overtime on a 24 hours shift as a result of Article IX (F), the overtime will be paid at the OAP's hourly rate until he/she reaches 204 hours in a 27 day work period. In other words, the

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<sup>1</sup> AAP are those assigned to a twenty-four (24) hour tour. AAP are Firefighter (01839) as described by DOP Job Description.

<sup>2</sup> OAP are those assigned to an 8 or 10 hour shift. OAP are Fire Suppression Positions, as described by DOP Job Descriptions.

OAP's annual salary will be divided by 2080 hours to determine the hourly rate. The OAP will receive that hourly rate until he/she hits 204 hours in a 27 day work period. Thereafter, he/she will receive overtime based on his/her hourly rate.

- A.3. The Fire Chief maintains the discretion to determine what shift schedule a battalion chief will work.
- B. Except in emergencies, all effected employees must be given written notification fourteen (14) calendar days in advance of any change of an employee's work schedule.
- C. Overtime will be compensated at the rate of time and one half (1 ½) for hours worked after 204 hours within a twenty-seven (27) day work period in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection services in the event the Fire Chief is not able to schedule firefighters for shorter tours of duty in accordance with Article IX(A1).
- D. When an employee is recalled for duty, he or she shall be entitled to compensatory or overtime pay at his or her overtime rate for all time worked so long as the recall is not contiguous with their regularly scheduled shift. Employees shall be paid in 15 minute increment regardless of whether they work the entire 15 minutes if called back in work in accordance with this paragraph.
- E. Overtime will be distributed as equitably as possible. In the event a shift becomes available as a result of sick, vacation, personal or other leave time reason, the shift will be offered in accordance with the following. The shift may be regular time or overtime depending on whether the employee has worked over or under 204 hours within twenty-seven day cycle. In other words if an employee works one or more additional shifts, he or she will only receive overtime for those shifts over 204 hours with a twenty-seven day cycle.
- F. Overtime will be distributed as equitably as possible in accordance with the following:  
Apparatus Assigned Fire Personnel:

Career Uniformed fire fighters and officers will be offered extra-time/overtime on a revolving list starting with the most senior badge #. The Battalion Chief may fill in for extra-time/over time, at the Chief's discretion, in the case of an emergency, or when an individual leaves his/her tour after the tour has commenced for illness or other personal matter, and a replacement is required.

In the event that no career firefighters or officers are available the District will attempt to fill the shift with a firefighter from the list kept and maintained by the Chief.

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In the event that no Career firefighter, or officer, is available, then a Career firefighter from a rotational list will be assigned and must accept the shift. The list will be maintained by the Fire Chief or his designee.

The call back list will start at the lowest badge # and continue until someone accepts the shift. Then, the next call back will be offered to the fire fighter who would have the next in progression on call backs, i.e. if badge # 10 takes a shift, the next open shift will start with Badge # 11 and so on.

The "Force in list" will be the last firefighter or officer to accept and open shift (voluntary or mandatory) will be at the bottom of the list, above that the firefighter who took the shift before him and so on resulting in the firefighter who has had the longest amount of time between accepting an open shift at the top of the list. This "Force in Policy" may be subject to review and change upon agreement of the Fire Chief and Local 3249. Any agreed to changes must be in writing and signed by both parties.

Employees on vacation will not be forced in except in the event of a major emergency.

No firefighter can be forced in for more than sixteen (16) hours.

- G.** All overtime must be prior approved by the Chief or his authorized designee.
- H.** Compensatory time will be calculated at the rate of pay when earned (regular rate or overtime rate).
- I.** Employees are permitted to accumulate up to one-hundred and twenty-six (126) hours of compensatory time. Earned compensatory time must be used or paid within three hundred sixty five (365) calendar days of being earned. There will be no extensions of this time limit
- J.** All Hands Incidents—Off duty personnel can respond to "All Hands" incidents at the Fire Chief's discretion and be paid as applicable.
- K.** Required Training – when career personnel are not afforded the opportunity to attend monthly (required) department training, they will be allowed to attend the training during one of the night time sessions and be paid as applicable when approved by the Fire Chief or designee.
- M.** The Fire Chief shall determine the start and end of a shift for the 24 hour schedule so long as the shift start between 6 a.m. and 9 a.m. and ends at the same time the next morning. For example, the Fire Chief may select to start the shifts at 6 a.m. to 6 a.m., 7 a.m. to 7 a.m, 8 a.m. to 8 a.m. or 9 a.m. to 9 a.m.
- N.** Vacation, Personal and Holiday time shall not count for overtime calculation purposes.

**ARTICLE X**

**EXCHANGE OF HOURS OF DUTY**

The request for exchange of hours of duty by an employee may be granted by the Fire Chief or his authorized designee, at his discretion, provided such request has been made through chain of command and in conformance with the needs of the District. Such discretion shall not be unreasonably denied. Requests for exchange of hours of duty shall not create extra time or overtime.

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**ARTICLE XI**  
**SALARIES**

**A.** Employees shall be paid as follows:

1. New Hires with no training and no certifications: \$33,000.00. Once the employee receives a firefighter certification and other required certificates, the employee shall be moved to the lowest step under Article XI (A)(2).

2. Employees with proper and necessary firefighter certifications and other required certificates shall receive the following salaries:

Salary Guide (fire fighters)

Step/Year	2015	2016	2017	2018	2019
1	40,000	40,800	41,616	42,448	43,297
1A**	42,500	43,350	44,217	45,101	46,003
2	43,000	43,860	44,737	45,632	46,545
2A***	46,000	46,920	47,858	48,816	49,791
3	50,000	51,000	52,020	53,060	54,122
4	54,000	55,080	56,182	57,305	58,451
5	59,500	60,690	61,904	63,142	64,405
6	62,000	63,240	64,505	65,795	67,111
7	66,000	67,320	68,666	70,040	71,441
8	69,500	70,890	72,307	73,754	75,229
9	73,000	74,460	75,949	77,468	79,018
10	76,000	77,520	79,070	80,652	82,265
11-14	<b>2%</b>	<b>Raise</b>	<b>Only</b>	<b>Until</b>	<b>15 years</b>
15	80,000	81,600	83,232	84,897	86,595

\*\*If they complete the Fire inspector and EMT certifications.

\*\*\*If they complete their Fire Inspector and EMT certifications.

Salary Guide (Captains)

Step/Year	2015	2016	2017	2018	2019
1-14	80,000	82,000	85,313	87,019	88,759
15+	86,000	87,720	89,474	91,264	93,089

Salary Guide (Battalion Chief)

Step/Year	2015	2016	2017	2018	2019
1-14	88,000	90,000	93,636	95,509	97,419
15+	94,000	95,509	97,419	99,367	101,355

**B.** Step increases shall occur on the employee's hire/ anniversary date.

**C.** Employees will be paid on a bi-weekly basis. The scheduled payday will be Thursday every other week. Employees shall be paid 26 times per year.

- D.** Employees not having the NJ EMT-B certification will have two year from their appointment to obtain said certification at the Fire District's expense, subject to availability.
- E.** NJ Fire Inspector certification will be a requirement for continued employment for all employees hired after January 1, 2012. Employee has two years from their appointment to complete said training. The Employer shall provide opportunity for such employees to complete this training. Employees employed before January 1, 2012, who currently hold a NJ Fire Inspector certification, must maintain said certification.
- F.** Firefighters hired after 1/1/12 must maintain EMT and Fire Inspector certification for continued employment.
- G.** Any employee who is seeking a promotional position shall have the following certifications:
  - 1. New Jersey Level 1 Incident Commander
  - 2. New Jersey EMT-B
- H.** If an employee who is out on injury or illness leave does not renew his/her mandatory certifications, that employee shall be provided a reasonable amount of time to acquire the recertification; however, a reasonable time shall not exceed two (2) years.



**ARTICLE XII**

**HOLIDAYS and PERSONAL TIME**

- A.** Starting on January 1, 2016, in lieu of time off for legal holidays, employees shall receive one hundred forty four (144) hours to use in the calendar year. Use of said hours shall be on a seniority basis if requested on or before December 31st of the previous year. Thereafter, said hours shall be used on a first come first serve basis. Any days not used in a calendar year shall be forfeited unless the Fire Chief or his designee certifies that the employee is permitted to carryover said days into the following year only.
- B.** Starting on January 1, 2016, OAP employees shall receive 16 hours (8 hour employees) or 20 (10 hour employees) hours of personal time off per calendar year that must be used or forfeited.
- C.** After five (5) years in an officer's position, an employee shall receive an additional personal day based on the number of hours a day the employee works.
- D.** AAP employees' shall receive 48 hours of personal time off per calendar year that must be used in the year or forfeited. Employees must give forty-eight (48) hours prior notice to the Fire Chief or designee for approval.
- E.** AAP employees' temporarily assigned to office work shall not work on the legal holidays, without the permission of the Fire Chief. The Fire Chief or designee reserves the right to have the Officer work with prior notice on a holiday. Firefighters temporarily assigned to office work do not lose their apparatus assigned designation or benefits.
- F.** Starting on January 1, 2016, Office Assigned Personnel receive the following paid holidays off:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
	Friday after Christmas
	(when Christmas occurs on a Thursday).



**ARTICLE XIII**

**VACATIONS**

- A. 1.** Starting on January 1, 2016, Apparatus Assigned Personnel (AAP) bargaining unit employees hired on or before October 1, 2015 shall be entitled to annual vacation leave with pay in accordance with the following schedule:
- a. During the first year of employment, employees shall be entitled to one hundred forty-four (144) or prorated vacation hours from the date of hire.
  - b. From two (2) year to seven (7) years, employees shall be entitled to one hundred forty-four (144) vacation hours.
  - c. From eight (8) years to twelve (12) years, employees shall be entitled to two hundred forty (240) vacation hours.
  - d. From thirteen (13) years to seventeen (17) years, employees shall be entitled to two hundred eighty eight (288) vacation hours.
  - e. From eighteen (18) years to twenty-one (21) years, employees shall be entitled to three hundred thirty-six (336) vacation hours.
  - f. From twenty-two (22) years to completion of employment, employees shall be entitled to three hundred forty-eight (348) vacation hours.
- 2.** Starting on January 1, 2016, Apparatus Assigned Personnel (AAP) bargaining unit employees hired on or after October 1, 2015 shall be entitled to annual vacation leave with pay in accordance with the following schedule:
- a. During the first and second year of employment, employees shall be entitled to ninety six (96) hours or prorated vacation hours from the date of hire.
  - b. From three (3) year to seven (7) years, employees shall be entitled to one hundred twenty (120) vacation hours.
  - c. From eight (8) years to eleven (11) years, employees shall be entitled to one hundred forty four (144) vacation hours.
  - d. From twelve (12) years to sixteen (16) years, employees shall be entitled to two sixteen (216) vacation hours.
  - e. Year seventeen (17) to service completion, employees shall be entitled to two hundred eighty eight (288) vacation hours.
- 3.** Starting on January 1, 2016, Office Assigned Personnel (OAP) shall be entitled to annual vacation leave with pay in accordance with the following schedule:
- a. During the first year of employment, employees shall be entitled to ninety six (96) or prorated vacation hours from the date of hire.
  - b. From two (2) year to seven (7) years, employees shall be entitled to ninety six (96) vacation hours
  - c. From eight (8) years to twelve (12) years, employees shall be entitled to one hundred forty four (144) vacation hours.

- d. Year 13 to service completion, employees shall be entitled to two hundred and forty (240) vacation hours.
- B.** The vacation year is January 1<sup>st</sup> through December 31<sup>st</sup>.
- C.** Vacation must be used in the year that it is earned, unless otherwise authorized in writing by the Fire Chief or his designee. The Fire Chief or his designee may allow carryover of up to 72 hours or AAP or 40 hours for OAP. Said request must be made in writing by November 1<sup>st</sup> of the year the request is made for.
- D.** An employee who resigned from employment with the Fire District shall be entitled to payment for earned vacation time on a prorated basis. An employee who is involuntarily terminated by the Fire District for cause shall not be entitled to any payment for accrued vacation time.
- E.**
1. Advanced vacation requests for the period of January 1<sup>st</sup> through March 31<sup>st</sup> will be submitted between December 1<sup>st</sup> and December 15<sup>th</sup> of the previous year.
  2. Advance vacation requests for the period of April 1<sup>st</sup> through December 31<sup>st</sup> will be submitted between January 1<sup>st</sup> and January 31<sup>st</sup> of the same year.
  3. All other request will be first come, first serve.
  4. The employee with the greatest seniority shall have preference in cases of simultaneous vacation requests.
  5. Vacation requests will not be granted if not submitted a minimum of one (1) calendar week in advance.
  6. Fire Officers will be given first choice when requests are submitted by scheduled dates.
- F.** From the signing of this Agreement until January 1, 2016, employees that have scheduled vacation time are permitted to take their vacation; however, if the employee does not have enough vacation time on the books to take their vacation, they shall be required to utilize banked sick time or take the remaining vacation without pay.



**ARTICLE XIV**

**SEPARATION, DEATH AND RETIREMENT**

- A.** Employees shall retain all pension rights as provided by all applicable laws.
- B.** Employees retiring either after twenty-five (25) years of service with the Fire District, or a result of a disability pension, whether work-connected or not, shall be paid for all accumulated vacation and compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of accrual based upon the base annual compensation.
- C.** Employees intending to retire on other than disability pension shall accordingly notify the Board at least three (3) months prior to it becoming effective.
- D.** In the event of an employee's separation from service for any reason not set forth in Section B or C above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee.
- E.** For benefits payable in the current year in all cases of separation, death, while not in the line of duty or retirement, all vacation, holiday, and compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15<sup>th</sup>) of the month. Benefits shall be pro-rated on the calendar year from January 1<sup>st</sup> through December 31<sup>st</sup>.
- F.** For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days, and compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- G.** Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.





**ARTICLE XV**

**SICK LEAVE**

- A. Starting on January 1, 2016, Apparatus Assigned Personnel (AAP) shall earn sick leave up to one hundred eighty (180) hours per year.
- A.2. Starting on January 1, 2016, Office Assigned Personnel (OAP) shall earn sick leave up to 120 hours per year.
- B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensated under Article XVII.
- C. Employees must furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave is three (3) or more consecutive work days. A doctor's certificate may be required on the first day of a sick leave absence if the Fire Chief is suspicious of abuse.
- D. The Board may, at the Board's sole discretion, require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.  
  
Employees found to be abusing sick leave shall be subject to Disciplinary Action.
- E. The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.
- F. Any report issued by a doctor regarding this subject shall be limited to stating that the employee is Fit For Work or Not Fit for Work.
- G. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Chief or his designee at least two (2) hours prior to the start of their shift.
- H. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may, at the Board's sole discretion, be required.
- I. Employees retiring after twenty-five (25) years of service with the Fire District shall be paid for all accumulated sick days as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation. The maximum allowance to be compensated for is \$10,000.00.



In the event of an employee's separation from service for any reason not set forth above, the employee shall not be entitled to any compensation for accumulated sick days.

**K.** The unit reserves the right to have voluntary donation of sick time to another employee in the event an employee expends all of their sick time, due to extreme circumstances. Once an employee donates sick time to another employee, it is understood that the donating employee is forfeiting those hours. A donating employee must maintain a minimum of 240 hours of sick time before being able to donate to another unit member.

**L.** Paragraph L shall not be in affect during the term of this bargaining agreement which is set to expire on 12/31/ 2019; however, unless the Fire District negotiates to remove this paragraph for the next bargaining agreement, this provision will take effect on 1/1/2020 or whenever the subsequent contract is executed whichever comes later: "An employee may elect to "cash in" up to sixty (60) hours of accumulated sick leave each year if they have accumulated and will have at least two hundred forty (480) hours of sick leave in their sick leave bank after the "cash in". Such decision shall be made in writing to the Fire Chief or his designee no later than November 1<sup>st</sup> of that year."

**M.** Sick Incentive Plan

i. AAP's who do not utilize the sick leave for a specific six month period, which is defined from January 1 to June 30 and/or from July 1 to December 31 will be entitled to one (1) personal day (twenty-four ) hours . This includes a scheduled sick day off for a doctor's appointment.

ii. OAP who do not utilize the sick leave provided for herein will be entitled to one (1) personal day eight (8) hours for every six (6) months where they did not utilize sick leave. This includes a scheduled sick day off for a doctor's appointment.

**N.** Sick Time Conversion from 18 to 24 (One-time only)

Paragraph N shall be removed from this bargaining agreement once the sick time is converted. Once the District switches from an eighteen hour to a twenty-four hour shift, all accumulated sick days will be converted from eighteen hours to twenty-four hours. This is a one-time occurrence. If employees do not have accumulated sick time, this provision shall have no impact whatsoever on those individuals.



## ARTICLE XVI

### WORKER'S COMPENSATION

- A.** 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, he/she may be entitled to full pay for a period of up to one (1) year in accordance with the worker's compensation insurance policy offered by the District.
2. If an employee returns to work from injury leave for less than one (1) year, he may return to worker's compensation leave for the same injury for an additional period of time which, when added to the initial period of leave, totals no more than one (1) year.
- B.** When an employee requests worker's compensation leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the District's Workmen's Compensation carrier. When and if it is finally determined that the injury or illness is not work related and that the employee was not entitled to worker's compensation, the employee shall be denied leave and shall have all time off charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the District prior to reimbursing the District for such advanced time, the employee shall be required to reimburse the District for such advanced time.
- C.** Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Chief or officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.
- D.** It is understood that the employee must file an injury report with the Chief so that the District may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.
- E.** The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the District may reasonably require the employee to present such certificate from time to time.
1. If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.
- a. The Board may require, at its sole discretion and subject to HIPAA and/or any other law or regulation, an employee to provide copies of all medical records relevant to the illness or injury at issue, at the Board's expense, to

the designated physician. Any requested information shall be provided to the designated physician prior to the examination.

- b. Any information provided will be protected subject to the employee's expectation of privacy.
- c. The Board shall not unreasonably exercise its prerogative regarding this subject.

**F.** In the event the Board appointed physician certifies the employee fit to return to duty, Worker's Compensation benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Board's appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, worker's compensation benefits granted under this Article shall be terminated.



**ARTICLE XVII**

**BEREAVEMENT LEAVE**

- A. In the event of the death of an employee's spouse, guardian, parent, child or step child, brother, and sister, then the employee shall be granted (AAP- 72 hours, OAP-32-hours) leave without loss of pay commencing the day of death up to and including the day after interment.
- B. Leave with pay (AAP 48 hours, OAP 16 hours)-shall be granted in the case of the death of an employee's grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. Such leave shall commence the day of the death up to and including the day after interment.
- C. Leave with pay (AAP 24 hours, OAP 8/10 hours) shall be granted in the case of the death of a grandparent-in-law, aunt, uncle, niece, and nephew.
- D. The Fire Chief may grant leave without pay for anyone else not included.
- E. If additional time is required, an employee may use accumulated personal, compensatory or vacation time as emergency leave upon approval of the Fire Chief.
- F. An employee will request bereavement leave from the Fire Chief at the earliest practicable time.
- G. Proof of death may be required at the Fire Chief's discretion.



**ARTICLES XVIII**

**MILITARY & CONVENTION LEAVE**

- A. Military leave shall be granted pursuant to all State and Federal Statutes and Regulations.
- B. Convention leave will be granted per N.J. DOP cite 4A:6-1.13 and all other applicable codes. The Fire Chief may grant leave for other conventions at his discretion.



**ARTICLE XIX**

**LEAVE OF ABSENCE**

- A.** Leave of absence without any pay, in the sole discretion of the Board, may be granted for good cause to any employee who has completed their probationary period.
  
- B.** Leave of absence can be any specified time period up to a maximum of six (6) months, with the employee being able to request two additional extensions every three (3) months, for up to a total of one (1) year.
  
- C.** During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXV. However, if the employee wishes that coverage is extended to him during that leave, the Board will provide it but it must be paid by the employee prior to the Board being billed.

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**ARTICLE-XX**

**PENSIONS**

All employees shall retain all pension rights afforded to them pursuant to applicable retirement systems.

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**ARTICLE XXI**

**JOB DESCRIPTION AND DUTIES**

- A.** The job descriptions for all members of this bargaining unit shall be in accordance with each employee's job title as set forth by the New Jersey State Department of Personnel.
- B.** The Board will maintain on file in the Board office complete and current Department of Personnel job descriptions for all positions.
- C.** The Board will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.
- D.** It is understood that employees will be assigned additional duties and/or area of responsibilities. Where applicable, the employer will provide training to the employee with regards to additional duties/area of responsibilities.

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## ARTICLE XXII

### CLOTHING ALLOWANCE

- A. The Board will issue to all newly hired employees, all uniforms and clothing according to the clothing allowance set forth in F below. All provided uniforms shall meet National Fire protection Association (NFPA) 1975, Standard or Station/ Work Uniforms for Firefighters (most recent edition) with the exception of maintenance/work detail uniforms.
- B. The Board will be responsible for the cost of changes in uniform standards and turnout gear damaged, worn, or contaminated in the line of duty.
  - 1. Inspection of all Department issued PPE and uniforms will occur quarterly at the direction of the supervisor.
  - 2. Any Fire Department issued items found to be defective or non-compliant shall be replaced by the employer as soon as possible with the approval of the Chief or his designee.
- C. Uniforms shall be worn on all duty hours. The Fire Chief shall determine the proper uniform for the work being performed.
- D. The Board will provide or maintain two sets of Fire District issued properly fitted turnout gear within the term of this contract for each employee. The Fire Chief is responsible for the specifications of all protective clothing; however such clothing must meet all current or newly adopted standards for safety and performance.
  - 1. Two (2) Turnout Coats
  - 2. Two (2) Turnout Pants
  - 3. One (1) Pair Structural Firefighting Boots
  - 4. One (1) Structural Firefighting Helmets
  - 5. One (1) SCBA Masks
  - 6. Two(2) Hoods
  - 7. Two(2) Pairs of Structural Firefighting Gloves

Should an employee wish to upgrade his or her turnout gear to something other than the Fire District issued gear, the Fire District will provide the employee with a check in the amount of the Fire District issued gear cost the Fire District to purchase. The employee shall not be entitled to this check if the Fire District has issued the gear, and it is not ready to be replaced. Moreover, any upgrade in gear must be approved by the Chief.

- E. Personnel may substitute items for items of equal or higher equivalents with approval as long as department standards are maintained (ex. Zipper station wear boots as opposed to laced boots) as approved by the Fire Chief or designee. Employees wishing to substitute items for items of equal or higher equivalent may do so at their cost.

F. The following clothing and quantities shall be a set minimum that each employee shall be issued and maintained at the discretion of the Fire Chief or his designee:

1. 4 PEOSHA compliant Short Sleeve Shirts
2. 4 PEOSHA compliant Long Sleeve Shirts
3. 4 PEOSHA compliant Pants
4. 5 T-Shirts (New Hires shall receive a one time issue of eight (8) T-Shirts).
5. 1 Badges w/ Seniority Number
6. 1 Belt
7. 1 BDU Coat with Removable Liner (Utility)
8. 2 Pair Station Boots
9. 2 Job Shirts
10. 2 Pairs of Shorts (Physical Training)
11. 2 Pairs of Sweat Pants (Physical Training)
12. 2 Sweatshirts (Physical Training)
13. 2 Polo shirts

\*\* And Any/All Other Uniforms Mandated by Policy\*\*



**ARTICLE XXIII**

**TRAVEL EXPENSES**

- A. Employees shall be reimbursed at the Internal Revenue Service Rate if he or she is required to use his or her own personal vehicle. In the event an employee is required to attend training outside the premises, the District shall pay for meals up to and including \$10.00 per meal. Receipt for tolls and meals must be presented for payment. Failure to provide the Fire Chief or his designee with receipts and with start and stop mileage count shall forfeit the employee's right to any rate for reimbursement. Any such expenses must be appropriately documented as a condition of reimbursement.


## ARTICLE XXIV

### HOSPITALIZATION AND MEDICAL BENEFITS

- A.** The District shall offer employees health insurance coverage through the HIF.
1. Employees shall have health insurance coverage provided to them and their eligible dependents at the premium cost of Tier 4 of Chapter 78. The Tier 4 premium cost shall remain in place regardless of whether Chapter 78 sunsets. .
  2. Employees' cost share will be prorated on a weekly basis and deducted from the employee's pay.
  3. The prescription plan is offered as provided by the HIF.
  4. Employees will be reimbursed a maximum of \$300.00 per employee, per calendar year for verifiable receipts resulting from eye care. If employee utilizes a District Eye Physician, a Purchase Order will be executed upon submittal off properly completed requisition for Direct Payment to be provided to the District Eye Physician for services rendered. Such purchase order shall be submitted to the Finance Department at least one week prior to the scheduled appointment to provide for sufficient time for review and approval, when possible.
- B.** The District may have the right to change any and all insurance plans and/or carriers so long as the benefits are substantially similar to those provided in the HIF at the signing of this Agreement. The District shall notify the Association (1) when the decision is made to formally evaluate and potentially change insurance coverage. The District shall inform the Labor Management Committee and provide any new carrier's plan information to the Association as it becomes available; and (2) of the decision to change carriers.
- If the District no longer qualifies under the HIF as determined by the HIF, the District shall notify the Association and make every effort to secure new health and/or prescription drug benefit plans with substantially similar benefits to the current health and/or prescription drug benefit programs. The District shall make certain no eligible employee of the Association has any loss of coverage(s).
- C.** An employee shall have the right to "opt out" of the District's available health insurance plans, unless the bargaining unit member is married to or covered under another unit members health care plan in accordance with New Jersey Law. The employee shall provide the District with proof that he or she is covered by another plan. If the employee chooses to opt out, they shall receive twenty-five percent (25%) of the average cost of the plans offered at their respective tier of coverage i.e., single, parent/child, etc. Payment shall be made in one (1) lump sum during the first pay period of the last month of the premium year. Any employee receiving an opt-out credit understands the amount

received is considered taxable income for Federal, State and local purposes, where applicable.

- D.** In the event of an employee's separation from the District, hospitalization and medical benefits shall be continued for a period of one (1) month at the District's expense.

**ARTICLE XXV**

**COMMUNICABLE DISEASES**

- A. The Fire Chief or designee shall maintain a separate file to be known as the "Communicable Disease File" in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.
  
- B. If the employee is diagnosed with but not limited to the AIDS virus or any other communicable disease, cancers, heart disease and pulmonary disorders, the C.D.F. form shall establish a rebuttal presumption that the employee is eligible for worker's compensation pursuant to Article XVII.

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## ARTICLE XXVI

### LABOR MANAGEMENT COMMITTEE

1. Separate and distinct Labor Management Committees shall be maintained for both, the IAFF Local 3249 represented Firefighters and Fire Officers bargaining unit as well as the represented Administrative Employees bargaining unit.
2. The Labor Management Committees will be established to discuss matters of mutual concern to labor and management on an as needed basis.
3. A minimum of one (1) Labor Management Committee meeting will be held with each bargaining unit per calendar month unless otherwise mutually agreed to by the Union and Management.
4. Each Labor Management Committee meeting will be a minimum of two (2) continuous hours in duration unless otherwise mutually agreed to by the Union and management.
5. Representatives to each Labor Management Committee shall be three (3) union representatives designated by the Local Union President as well as three (3) management representatives designated by the Chairman to the Board of Fire Commissioners.
6. Nothing within this Agreement shall preclude the separate and distinct committees from meeting jointly with management's representatives when such a joint meeting is deemed necessary.





**ARTICLE XXVII**

**PROMOTIONS**

All promotions will be made in accordance with State of New Jersey Civil Service Commission regulations.



**ARTICLE XXVIII**

**BULLETIN BOARD**

- A. The Association shall have the sole use of the designated Association bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.
- B. Only material authorized by the signature of the Association Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.
- C. The Board may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of this Article. Said material will be kept on file with the Association.
- D. The board will be provided by the employer. The Board shall provide a bulletin board that can be secured via a lockable glass door or similar fashion.



**ARTICLE XXIX**

**SERVICE RECORDS**

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Fire Chief, Administrator or Board only.
- B. Upon advanced written notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Fire Chief.
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employees file, and any and all other files within five (5) working days.
- E. All personnel files will be carefully maintained and safeguard permanently and nothing placed in any files shall be removed there from except as provided in Section D above or by mutual agreement.
- F. Maintenance of the personnel files will be in accordance with New Jersey law.



**ARTICLE XXX**

**PRINTING AND SUPPLYING AGREEMENT**

The Fire District will provide the Local with one paper copy of the signed and executed Agreement, with an electronic copy also e-mailed to the Local President and Shop Steward.



**ARTICLE XXXI**

**STATUTORY AND LEGAL RIGHTS**

Nothing contained herein shall be construed to deny or restrict the Board or the employee from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other national, state, county or local laws or ordinances pertaining to the employee covered by this Agreement.



**ARTICLE XXXII**

**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.



**ARTICLE XXXIII**

**MAINTENANCE OF BENEFITS**

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.
  
- B. All rights, privileges, and working conditions enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.



**ARTICLE XXXIV**

**FAMILY MEDICAL LEAVE ACT**

The District and Association agree that employees will be entitled to leave consistent with the New Jersey and Federal Family and Medical Leave Acts upon submitting written requests for same to the Fire Chief.

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**ARTICLE XXXV**

**JURY DUTY**

All employees shall be granted time off without loss of pay, vacation time or compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty. If the employee is released from jury duty with at least four (4) hours left on their shift they must return to work.

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**ARTICLE XXXVI**

**ACTING OUT OF TITLE**

Whenever the assigned fire officer for an entire shift (scheduled time off, sick, injured) a properly qualified firefighter from the shift shall move up and "act" as the officer on a rotational basis. Acting officers shall be paid the officer's rate when he/she has acted an entire shift.



**ARTICLE XXXVII**

**EMERGENCY LEAVE**

Employees shall be granted emergency leave for a bona fide emergency situation that requires their release or absence from work. All emergency leave will be charged, at the employee's option, against the employee's vacation, personal or compensatory time balance.



**ARTICLE XXXVIII**

**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 that 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 only by an instrument, in writing, 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 Board and the Association, for the life of this Agreement, hereby waive any rights to request 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 XXXIX**

**SUPERSEDING CLAUSE**

This Agreement supersedes any and all other prior agreements dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.



**ARTICLE XL**

**NEW JERSEY STATE DISABILITY BENEFITS PROGRAM**

- A.** The Board of Fire Commissioners, by approval of this agreement, shall elect voluntary temporary disability insurance coverage under the State Plan effective January 1, 200\_ by filing written notice of such election with the State of New Jersey, Department of Labor, Division of Employer Accounts. This coverage shall be applicable to all employees of the Board who are deemed under law to be covered by the New Jersey Unemployment Law.
- B.** The cost of obtaining this coverage is by law, divided between the employer and the employee. For example, for the period January 1, 2002 through June 30, 2002, the employer contribution rate was one half of one percent of the taxable wages paid (Subject to a taxable wage base).
- C.** All employees subject to this agreement, and all other District employees, must agree to make contribution toward financing to ensure the Board's inclusion in the Temporary Disability Benefits program.
- D.** All employees subject to this agreement consent to the contribution to the program and do hereby authorize the Board to take deductions from their salary as provided by law to ensure participation in the program.

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**ARTICLE XLI**

**SPOUSAL MATERNITY LEAVE**

Employees shall be granted spousal maternity leave pursuant to the Family and Medical Leave Act provisions.



## ARTICLE XLIII

### MANDATORY CONTINUING EDUCATION CLASSES

#### A. Conferences/Training Courses

Approval for outside conferences will be left to discretion of Chief and/or the Board. The application process for conference attendance will be in accordance with departmental guidelines.

#### B. Continuing Education

1. Employees, who maintain the following certifications, will be compensated for attending recertification, if recertification must be conducted outside the employee's work day:
  - a. EMT or First Responder or Paramedic;
  - b. Fire Official;
  - c. Fire Inspector;
  - d. CPR/CPR Instructor;
  - e. Fire Investigator as required by DCJ;
  - f. Fire Instructor;
  - g. Any department mandated training (i.e., OSHA, WMD, etc.); and
  - h. Any specialized training approved by the Fire Chief.
2. Management has the right to schedule training during work hours.
3. Employees attending training outside of their regular working hours, if approved by the Chief, shall be compensated at their applicable rate.
4. Employees will be required to submit the necessary certificate of completion upon their receipt of same.
5. Transportation to all Fire Department training off premises will be provided by the District. Notice and a Use of Vehicle Form shall be submitted at least 1-week prior to scheduled training.
6. If the employee completes class prior to their tour being dismissed, they are required to report to their supervisor for further assignment.





**ARTICLE XLIII**

**STATION CONDITIONS, SANITATION AND UPKEEP**

- A.** The board agrees to supply and make available all materials required in the day to day maintenance and upkeep of all fire houses, interior and exterior occupied by Winslow Township Career Firefighters.
- B.** The District will make arrangements for adequate living quarters for firefighters, including but not limited to, reasonable space for cooking of meals and snacks, dining facilities, lockers, toilets and bathing facilities. The furnishings for such facilities shall be supplied and maintained by the board.
- C.** A representative for the employees will share a seat on any committee involved with the designing of a new station and/or modifying existing facilities. The representative who shares a seat in a committee as described above shall do so without pay.
- D.** It is recognized that all members are responsible for the care and proper use of all equipment and items furnished, beyond normal wear and conditions beyond their control.



**ARTICLE XLIV**

**FIREFIGHTER SAFETY AND HEALTH**

- A. The board agrees to maintain the applicable standards of safety and health in the Fire Department in accordance with the standards promulgated by all applicable provisions of the NJ Public Employees' Occupational Safety and Health Act (NJ PEOSHA).
- B. PPD tests will be made available to the employee at least once a year.
- C. Hepatitis Titre tests will be made available once every five years.
- D. For every twenty (24) hour tour of duty, employees shall be entitled to a minimum of six (6) hours of down time. This does not include meal periods.
- E. In the event that an employee is only given six (6) hours off between tours for call in/force in per Overtime Policy, or in extreme circumstances (weather, natural disasters, mandatory standby etc) the company officer reserves the right to allow for adequate down time (including additional hours slept) to ensure physical and mental alertness as he/she deems necessary for the safety of all firefighters.
- F. In addition, employees will be authorized a period of one and a half hours (1 ½ hours) while on duty working a twenty-four (24) hour shift for physical fitness training. Employees working an eight (8) hour shift shall be authorized a period of one (1) hour for physical fitness training. This will include rest, clean-up and shower times.

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**ARTICLE XLV**

**DRUG AND ALCOHOL POLICY**

The Drug and Alcohol Policy is attached hereto as Appendix A.



ARTICLE XLVI

DURATION, TERM AND RENEWAL

**THIS AGREEMENT** shall be effective October 18, 2015 and shall remain in full force and effect through December 31, 2019. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, during the month of September of the final contract year, that it desires to modify this agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seal the date first set forth above.

BOARD OF FIRE COMMISSIONERS  
WINSLOW TOWNSHIP FIRE DISTRICT #1

By: Richard S. Jannaco

WITNESS: [Signature]

I.A.F.F. LOCAL 3249 AFL -CIO:

By: [Signature] President

WITNESS: [Signature]

[Handwritten initials]  
[Handwritten initials]

## ADDENDUM A

1. **PURPOSE:** The purpose of this policy is to detect and prevent substance abuse and to assist in the rehabilitation of employees as appropriate.
2. **APPLICABILITY:** This policy will be applicable to Winslow Township Fire District.
3. **TESTING STANDARDS:** The Fire Chief or his designee, based on individualized and articulable suspicion, may require that a member submit to substance screening by urinalysis which shall be administered by a competent testing laboratory. "Individualized and articulable suspicion" is a belief based upon objective and identifiable facts sufficient to lead a prudent member to suspect that an employee is using, in possession or control of, or is under the influence of drugs or alcohol while on duty; and such conclusion cannot be imputed to an employee merely because of his/her association with another employee who is believed to be in use, possession or control of or under the influence of drugs or alcohol while on duty. Examples of individual and articulable suspicion include, but are not limited to, the following:
  - a. Direct observation of drug/alcohol use while on duty;
  - b. Member found to be in possession of alcohol/drugs while on duty;
  - c. Spontaneously unusual, abnormal, erratic, or unacceptable behavior, or behavior which otherwise indicates that the member is under the influence of intoxicating substance (e.g. the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination, or other indication of intoxication or substance abuse).
  - d. Documented pattern of unusual, erratic or unacceptable behavior;
  - e. Odor of alcohol or drugs;
  - f. A major on-duty accident in which safety precautions were violated or careless acts were performed; and/or
  - g. Reporting for work unfit for duty
4. **RANDOM DRUG TESTING:** The District shall not administer random drug and/or alcohol testing, which term is defined as compulsory testing prompted for reasons other than individualized suspicion discussed above, except in the following instances:
  - a. A drug/alcohol test shall be conducted as a component of pre-employment physical. The presence of illegal drugs or alcohol shall constitute a basis for the applicant to be bypassed and the District shall petition to have the individual removed from the applicable hiring list.
  - b. Probationary employees, defined as not having a full consecutive year of employment with the Fire District, shall be subject to testing at any time during their probationary period. A confirmed positive drug test result may be grounds for termination. A confirmed test for alcohol may be grounds for termination.
  - c. Applicants seeking reinstatement to the District, after resignation, termination or

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other separation from employment, shall be subject to testing as a condition of re-employment

- d. Permanent employees on leave of absence for thirty (30) days or more may be tested upon his/her return to duty. This provision excludes those employees whose placement on leave of absence was prompted by illness or injury not otherwise associated to alcohol and/or drug abuse.
- e. An employee may also be tested as part of a random testing program instituted as a result of prior drug and/or alcohol discipline for a period of not less than one (1) year or as long as a substance abuse professional shall deem appropriate, but not to exceed two (2) years.

5. **MASS DRUG TESTING:** The District shall not administer mass drug and/or alcohol testing, which is defined as compulsory testing of all District employees or all employees within an identified job classification/rank, without affording the Union fifteen (15) days advance notice which shall be in writing effective the date received by the Union. Such testing must be administered in context with comprehensive physical examinations given to all District employees. Mass testing for drug and/or alcohol abuse alone shall not be permitted.

6. **PROCEDURE:** It is the responsibility of all District supervisors to see that all employees under their direct command are fit for duty. If at any time they develop an individualized and articulable suspicion that someone in their command is under the influence of drugs and/or alcohol, he/she shall:

- a. Temporarily relieve (with pay) the suspected individual of all duties pending the outcome of investigation. The suspected individual shall not be sent home until the supervisor complies with Paragraphs b through g below.
- b. Immediately contact the next higher rank and inform his/her of his/her actions and suspicions. That rank shall respond to the location of the suspected individual and begin his/her own evaluation.
- c. If at the end of the second evaluation it is determined that an individualized and articulable suspicion exists, or if either supervisor is not in agreement with the other, the Fire Chief or Deputy Chief shall be notified and he shall continue the investigation. If the suspected individual is a supervisor, the Fire Chief or the Deputy Chief shall make a determination.
- d. The Fire Chief, or his designee in his absence, shall be notified prior to any testing of the suspected individual.
- e. After all steps outlined above have been satisfied, the suspected individual shall be transported to a Fire Department designated site for testing.
- f. That employee then shall be relieved from duty (with pay) for the remainder of the work day. He/she shall call someone to come pick him/her up. The employee shall not be permitted to drive him/herself home.
- g. All supervisors involved in the decision making process aforesaid, whether they concurred or dissented from the conclusion that an individual exhibited individualized and articulable suspicion warranting drug and/or alcohol testing, shall write the specific facts, observed symptoms, and/or other basis which

prompted their respective conclusions.

7. **EMPLOYEE ASSISTANCE PROGRAM:** The Fire District, working in cooperation with the Union, shall maintain an Employee Assistance Program (hereinafter "E.A.P.") coordinated by Civil Service. The E.A.P. is for the benefit of all employees, voluntary participation, which is participation because an employee believes he/she may benefit by attending programs of the E.A.P., is confidential and is at the option of the employee.

8. **POSITIVE TEST RESULTS:** The following defines the procedure and consequences to be followed by the District when individualized and articulable suspicion is concluded warranting drug and/or alcohol testing.

a. The employee, having met the conditions of individualized and articulable suspicion, shall be transported to the Fire Department designated testing site. Upon arrival, someone from the medical staff shall direct the employee in providing a urine sample, and this staff representative shall be responsible for insuring chain of custody involving the provided sample. An employee may, and should, ask that a second sample be given and stored in case he/she wishes to appeal the finding of the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. The employee may, at his/her own expense, request the second sample be sent to an independent laboratory for testing. The results of that test shall be his/her basis for appealing the results of the first test. The employee shall have complete and sole discretion as to the selection of the second / independent laboratory provided, however, same is accredited and / or a member of the National Institute for Drug Abuse. The results of the employee's second / independent test shall be provided both to the employee and the District.

b. Consequences of Positive Test Results. Should the test results prove positive, and the employee has never attended (either on a voluntary or involuntary basis) an in-patient drug rehabilitation program, the employee shall be offered an opportunity to enroll in a District approved program. If an employee was or chooses to attend an in-patient or outpatient drug rehabilitation program, the employee shall be provided with a last chance agreement whereby he/she shall be required to successfully complete the in-patient rehabilitative program offered, he/she shall be returned to full duty and regular assignment after he is cleared to return to work by a doctor, undergo random drug testing, provide the employer with proof of completing treatment and attendance at an inpatient facility, proof of continued outpatient treatment as determined by a substance abuse professional selected by the District and the employee. During the agreed upon period following release from the in-patient rehabilitation program, the employee shall be subject to periodic and unannounced testing. If after successfully completing an in-patient rehabilitative program the employee again tests positive for drug/alcohol, he/she shall be deemed as being beyond rehabilitation posing a threat to health and safety of other District employees, public and property. The Union recognizes that, consistent with judicial and administrative decisions, the individual may be terminated from service with the District.

9. **REHABILITATIVE ASSISTANCE:** Employees of the District who will benefit from treatment on an in-patient basis in a rehabilitative substance abuse program shall be entitled to be carried as sick without loss of pay for a maximum of thirty (30) days, provided the employee has sufficient accrued sick leave to cover paid status during the absence and provided the employee agrees to and signs the Last Chance Agreement, a copy of which is annexed to this policy.

10. **ALCOHOL TESTING:** A breathalyzer or similar testing equipment shall be used to screen of alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified and certified for utilizing the equipment. An initial positive alcohol level shall be .08 grams per 210 l. of breath. If initial testing results are negative, testing shall be discontinued. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. A positive blood alcohol level shall be .08 grams per 100 ml of blood.

11. **DRUG TESTING:**

a. The laboratory shall test for only the substances and within the limits for the initial and confirmation tests. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cut off level shall be used when screening specimens to determine whether they are negative for the following drugs or classes of drugs:

Marijuana Metabolites	50ng/ml
Cocaine Metabolites	300mg.ml
Opiate Metabolites	300 mg/ml
Phencyclidine	25 mg.ml <sup>1</sup>
Amphetamines	1000ng/ml
Barbituates	300ng/ml
Benzodiazepines	300ng/ml
Methadone	300ng/ml
Methaqualone	300ng/ml
Propoxyphene	300ng/ml

b. If initial testing results are negative, testing shall be discontinued.. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/ mass spectrometry (GC/MS) techniques if requested by the employee.

12. **TESTING PROGRAM COSTS:** The District shall pay for all costs involving drug and alcohol testing. If a negative results is achieved, the District shall also reimburse each employee for their time and expenses, including travel, incurred involved in the testing procedure.

13. **EFFECTIVE DATE AND APPLICATION OF THIS AGREEMENT:** The procedures and understandings incorporated within the contractual Addendum shall become effective immediately upon acceptance by the District and Union as memorialized by the parties' affixing their signatures hereto.

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1. If immunoassay is specific for free morphine, the initial test level is 25mg.ml.



- 14. Additional Provision:** The District shall not implement any procedures, other than referenced herein, involving alcohol and/or drug testing, or the consequences thereof, except with the negotiated agreement of the Union. Any District rules/regulations implemented in accord with and/or expoundment upon this contractual Addendum shall be submitted to the Union for collaboration and approval prior to enforcement.
- 15. Effect of Addendum:** This contractual Addendum supersedes all past practices and contractual agreements developed between the District and the Union involving alcohol and/or drug testing.
- 16. Right of Appeal:** The employee has the right to challenge the results of the drug and/or alcohol test, and any discipline imposed, unless otherwise set forth in this document, in the same manner that any other employee action under the terms of the Agreement is grievable.
- 17. Changes in Testing Procedures:** The Parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures which will provide for more accurate testing. In that event, the Parties shall bargain, in good faith, whether to amend this agreement to include such improvements. If the Parties are unable to agree on the amendments, the subjects will be submitted to impasse procedure as outline within the Grievance Procedure outlined within the applicable collective bargaining agreement between the Parties.
- 18. Conflict with Other Laws:** This contractual Addendum is in no way intended to supersede or waive any constitutional or statutory rights that the employee may be entitled to as developed and/or recognized by the Courts and administrative agencies.

**(SAMPLE ONLY-LAST CHANGE AGREEMENT SHOULD BE TAILORED TO MEET THE NEEDS OF THE DISTRICT AND THE INDIVIDUAL EMPLOYEE)**

**LAST CHANCE AGREEMENT**

This Agreement made this day of \_\_\_\_\_, \_\_\_\_\_, between Winslow Township Fire District (hereinafter "District" or "Employer"), and \_\_\_\_\_, an individual residing at \_\_\_\_\_, County of \_\_\_\_\_, and State of New Jersey (hereinafter "\_\_\_\_\_ " or "Employee").

**Recitals.**

1. \_\_\_\_\_ works for the District as a \_\_\_\_\_.
2. On \_\_\_\_\_, Employee tested positive for drugs/alcohol
3. Employee previously received treatment at \_\_\_\_\_ for drugs and/or alcohol.
4. On \_\_\_\_\_, \_\_\_\_\_, the District issued Employee a Preliminary Notice of Disciplinary Action with intent to terminate.
5. On \_\_\_\_\_, the District held a meeting with

Employee and an authorized representative of the union to discuss his future with the District.

6. At that meeting the District agreed to provide Employee with one last chance of Employment subject to the terms set forth hearing.

### **Agreement.**

1. The foregoing Recitals are incorporated herein and made a part of this Agreement.

2. Employee acknowledges that illegal drug use is problematic and against the law while on or off duty.

3. The employee acknowledges that alcohol use while on duty is problematic and illegal.

4. The employee acknowledges his / her duty to immediately notify the Fire District whenever he / she is prescribed a drug by a health care provider which could negatively impact the employee's fitness for duty. Upon being notified as indicated earlier within the paragraph, the Fire District will forward the matter to its designated occupational healthcare provider for determination as to the employee's fitness for duty. The employee's continued employment status shall not be negatively impacted provided the employee is compliant with the provisions of this paragraph.

5. Employee recognizes and agrees that the District requires assurances that no alcohol, illegal drugs or other drugs which could negatively impact the employee's fitness for duty will be consumed during working hours, and he / she hereby provides such assurances.

6. Employee also recognizes and agrees that the District requires assurances that if alcohol or drugs are consumed during off-duty hours, Employee shall not be permitted to work under the influence, and if he does he will be terminated.

7. The District is attempting to provide a means by which Employee can remain

employed at the District and Employee agrees to the following conditions with which he must comply in order to retain his employment with the District:

- (a) The employee must continue or immediately enroll, whichever is applicable, in an intensive Out-Patient Rehabilitation Program at the designated facility which shall be \_\_\_\_\_. This treatment will meet \_\_\_\_\_ times weekly for \_\_\_\_\_ sessions or for additional sessions as required by the designated rehabilitation program/facility.

In addition, there will be a \_\_\_\_\_ time(s) per week Family Session meeting for

\_\_\_\_\_ weeks if deemed necessary by the designated rehabilitation program /

facility. If drug testing is conducted by the designated rehabilitation program / facility, the undersigned employee will sign an authorization form allowing the program / facility to release the results to the Fire Chief or the Fire Chief's designee. At the completion of the designated rehabilitation program, the facility will provide documentation to the Fire Chief or the Fire Chief's designee that employee \_\_\_\_\_ has completed this portion of the program.

- (b) Upon discharge from the intensive Out-Patient program, employee \_\_\_\_\_ will be assigned to a Facility outpatient Group which shall be \_\_\_\_\_. This treatment will consist of \_\_\_\_\_ weekly sessions for \_\_\_\_\_ weeks. At the completion of this program, the designated program will provide the Fire Chief or the Fire Chief's

designee documentation that employee \_\_\_\_\_

has completed this portion of the program and shall be cause for dismissal from the employment of the District. Employee shall provide the District with proof of completion of the program.

- (c) In the event a high level of care is necessary as determined by Doctor \_\_\_\_\_ of the designated facility, employee \_\_\_\_\_ will be required to seek In-Patient Treatment referred by \_\_\_\_\_ with the terms of the agreement for In-Patient Treatment shall be established and memorialized in writing at that time.
- (d) The cost of treatment shall be borne by the Employee. The District will allow Employee to utilize any accumulated time off in order to attend said treatment. Any additional required time off, not covered by said accumulated time off, shall be without pay;
- (e) The employee shall maintain involvement with Narcotics or Alcoholic Anonymous and agrees to seek sponsorship and a home group for one year after release from the rehab programs listed above. The employee shall submit monthly proof of attendance the Fire Chief.
- (f) Employee agrees to periodic and unannounced testing for controlled substance and alcohol at the discretion of the District at the District's cost for up to two (2) years after the employee's release from the rehabilitation programs listed above .
- (g) The employee acknowledges that he has received a full and complete copy of the contractual agreement regarding the negotiated "Drug and Alcohol Policy" between the union and the Board of Fire Commissioners of the Winslow Township Fire District.

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(h) The employee acknowledges that failure to meet any of the aforementioned conditions and/or a breach of any of those conditions will result in automatic termination of his employment.

(i) If, after completing the Out-Patient and/or In-Patient Rehabilitative Programs outlined herein, should employee \_\_\_\_\_ again test positive for illegal drugs at any time or alcohol while on duty, or in violation of law, he shall be deemed beyond rehabilitation, posing a threat to the health and safety of the general public and other Department members. The Union recognizes that, consistent with the employee may be terminated from service with the Fire District by the Board of Fire Commissioners.

\_\_\_\_\_  
Employee:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
For IAFF Local 3249

\_\_\_\_\_  
Date:

*Richard J. Annaco*  
\_\_\_\_\_  
For The Winslow Township Fire District

*10/15/15*  
\_\_\_\_\_  
Date:

