

**AGREEMENT BETWEEN
THE BOROUGH OF COLLINGSWOOD
AND
THE COLLINGSWOOD FIRE OFFICERS ASSOCIATION
FOR THE YEARS
2002 THROUGH 2006**

As of 2/19/02

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PREAMBLE

THIS AGREEMENT is made and entered into this ____ day of _____ 2002, by and between the Borough of Collingswood, in the County of Camden, hereinafter referred to as the Borough or Employer, and the Collingswood Fire Officers Association, FMBA Local 108A.

Witnesseth:

Whereas, that for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Borough and Fire Officers, to the end that continuous and efficient service will be rendered to and by both parties, for the benefit of both:

LEGAL REFERENCE

Nothing contained in this agreement shall alter the authority conferred in by Law, Ordinance, Resolution, or administrative code, and the Borough's Department Rules and regulations upon any Borough Official or in any way abridge or reduce such authority.

This agreement shall be construed as requiring both the Employer and the employees to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he may have under any other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of this agreement or any application of this agreement to any Employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. However, all other provisions or applications shall continue in full force and effect. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify existing Local Laws.

EMPLOYEE RIGHTS

The Employer and Employees hereby agree that every Employee should have the right to freely organize, join and support the Collingswood Superior Officer's Association for the purpose of engaging in the collective bargaining negotiations and other concerted activities mutual aid and protection as well as to freely refrain from such activities.

In addition, both parties also undertake and agree that they shall not directly nor indirectly discourage, deprive, nor coerce any Employee in the enjoyment of any of the rights conferred by the United States and New Jersey Constitutions and other Federal and State laws. The parties further agree that they shall not discriminate against Employee with respect to his hours of work, wages, or any terms or conditions of employment, participation or lack of participation in the Collingswood Superior Officers Association collective negotiations, or his institution or lack of institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

A Fire Officer shall have the right to inspect his personnel file at reasonable times provided the Fire Chief is present at the time of inspection.

The Borough agrees to notify the Association and the individual Fire Officer in writing, if any material derogatory to the Fire Officer is placed in his personnel file, within five (5) days of such placement. Failure to comply with the written notification within five (5) days of such placement would constitute a violation of the agreement and would deny the placement of said material into the Fire Officer's personnel file.

MANAGEMENT RIGHTS

The Borough of Collingswood Board of Commissioners hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, without limiting the generality of the foregoing, including, but the following rights.

The Executive Management Administrative control of the Borough government and its properties and facilities and 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 Borough.

To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

The right of management to make, maintain, and amend 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 to the Employees, required compliance by the Employees, as recognized.

To hire all Employees and subject to the provisions of law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees.

To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

To layoff Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient or non- productive.

The Borough reserves the right with regard to all other conditions of employment not reserved, to make such changes, as it deems desirable and necessary for the efficiency and effective operation of the Department.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices and the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under R.S. 40A, or any other National State, County or Local Laws or Regulations.

RECOGNITION

The Borough of Collingswood hereby recognizes the Collingswood Superior Officers Association, FMBA Local 108A as the exclusive majority representative for all Permanent Fire Officers employed by the Borough's Fire Department within the meaning of the New Jersey Employer/Employee Relations Act, N.J.S. 34:13A-1.1.

The Borough further recognizes the departmental representatives of the Association are to act as a liaison between the Fire Officers and the Borough in all matters pertaining to hours of work, wages, working conditions and said departmental representatives of the Association, hereinafter referred to as representatives shall be free to meet with authorized representatives of the Borough.

REPRESENTATIVES

An aggregate of two (2) representatives shall be appointed by the President of the Association each year to represent the Association in grievances with the Employer. The Association shall notify Borough, in writing, as to the identity of these two (2) elected/appointed representatives before they are actually assigned by the Association to proceed with an investigation into any particular matter.

These two (2) representatives shall suffer no loss of regular pay or compensatory time while processing grievances.

The Borough shall grant the Association reasonable use of the Employer's facilities and equipment for the purpose of conducting Association business in reference to contract negotiations. Association will hold all responsibility for any and all damage to the Employer's facilities and equipment that may take place at that time.

PERSONNEL

The Collingswood Fire Department shall have a minimum of seventeen (17) personnel, to include Firefighter/EMT's, Officers, and a Chief. Per shift, there shall be a minimum of four- (4) firefighter/EMT's, Officers, and a Chief. or any combination of these, on duty 24 hours a day.

WORK WEEK

Day Shift: (0800 hours to 1700 hours) - 6 days.

There shall be ninety-six (96) hours between the day shift assignment and the night shift assignment. When this is not possible due to manpower problems, compensatory time shall be given at one and half-hours off for every hour worked. This compensatory time should be granted the Employee within the eighteen- (18) day work period or as is reasonably possible.

Night Shift: (1700 hours to 0800 hours) - 6 nights.

There shall be seventy-two (72) hours between the night shift assignment and the day shift assignment. When this is not possible compensatory time will be granted as above.

Straight day Shift: (0800 hours to 1700 hours) - 5 days.

When a Fire Officer works six (6) consecutive shifts, he shall be granted eighty-seven (87) hours off. When a Fire Officer works five (5) consecutive days, he shall be granted sixty three (63) hours off this is not possible, compensatory time will be granted as above.

When Fire Officers are expected to assist any other department in the Borough in an emergency situation, under the direction of the Director of Public Safety and/or the Fire Chief.

At no time will the Officer that fills in for vacations, holidays, etc. work more than 39 hours per month on weekends. A weekend shall be defined as Saturday and /or Sunday. With the permission of said Officer the Chief may use this Officer more than the 39 hours allowed.

Compensatory and holiday time that is not used within the calendar year shall accumulate to the employee" credit from year to year. Employees shall have the option to sell back unused accrued compensatory and/or holiday time, up to and not exceeding 36 hours in year 2002 and 2003 and 45 hours in year 2004, 2005, and 2006.

VACATION LEAVE

One week shall equal six day shifts.

Commencing with the seventh (7) month through the first year, (1) one-week vacation.

Commencing with the second (2) year through the fourth 4-year inclusive, two- (2) weeks vacation.

Commencing with the fifth (5) year through the sixth eighth (8) year inclusive, two- (2) weeks and two- (2) days vacation.

Commencing with the seventh (7) year through the, two- (2) weeks and two- (2) days vacation.

Commencing with the ninth (9) year through the tenth (10) inclusive, two (2) weeks and three (3) days vacation.

Commencing with the eleventh (11) year through the twelfth (12) year inclusive, two- (2) weeks and four- (4) days' vacation.

Commencing with the thirteenth (13) year through the fourteenth (14) year inclusive, three- (3) weeks vacation.

Commencing with the fifteenth (15) year and every year thereafter four- (4) weeks vacation.

Vacation scheduling will be the responsibility of the Fire Chief.

The summer vacation schedule shall be posted on or before March first of the current year.

Vacation time not used will be pro-rated for the current year and paid to any Fire Officer who is retiring or resigning, in good standing, and will be a part of his final paycheck.

Vacation time shall be determined by length of employment as of date of hire.

SICK LEAVE

Sick leave will be granted with the approval of the Chief of the Fire Department.

All Fire Officers will be credited with five (5) sick days per calendar year to be accumulated toward retirement or resignation. When a Fire Officer is sick, these days will be used first. The sick days used in a calendar year will only be subtracted from the five (5)-credited days and not extend into the accumulated time.

A written account of the accumulated sick time from the date of employment to December 31st of the current year will be provided from the Fire Chief by the 5th of January of the current year. This account will state the days used in the previous year and the accumulated days that may be used at retirement or resignation.

HOLIDAYS

Each Fire Officer covered herein shall be entitled to one hundred and forty four (144) hours of Holiday time per year.

Any employee leaving the Borough employment during the course of year shall only be entitled to be paid for the holidays accrued at rate of one day for each month of service that year, less any holiday time taken.

For calculation purposes, each day shift off will equal 9 hours and each night shift off will equal 15 hours.

UNIFORMS

All Full-time Fire Officers of the Borough of Collingswood shall be issued all uniforms, both dress and work, as needed. Each Fire Officer shall receive the amounts as follows in order to maintain or buy other personal equipment used by a Fire Officer.

2002	-	\$510.00
2003	-	\$525.00
2004	-	\$540.00
2005	-	\$555.00
2006	-	\$570.00

The checks shall be issued in a separate check within thirty (30) days of passage of the current year's budget.

SALARIES

It is acknowledged by and between the parties that the regular salaries for the Fire Officers are as follows:

	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Captain:	\$70,534	\$73,355	\$76,289	\$79,341	\$82,515
Lieutenant:	\$64,124	\$66,689	\$69,357	\$72,131	\$75,016

The Borough agrees to pay the above salaries to the Fire Officers on a bi-weekly basis, providing all Borough of Collingswood Employees are paid in the same manner.

Any Fire Officer that assumes the responsibility of a higher-ranking officer on an acting basis shall receive the salary for the higher rank.

In no event will the Lieutenant's base salary be less than 10% more than the Shift Officer's base salary.

In no event will the Captain's base salary be less than 10% more than the Lieutenant's base salary.

Any Fire Officer hired after May 1, 1994 shall receive a salary 10% lower than the existing salary scale.

INSURANCE, HEALTH AND WELFARE

The Borough shall continue to maintain and provide all insurance coverage now in effect, and, in civil actions, agrees to satisfy any judgment, which may be rendered against the Employee for his actions arising out of his employment within the Borough.

The Employees shall receive fully paid AmeriHealth Health Insurance or equivalent. This insurance shall include the coverage of the Employee who retire from the Police and Fireman's Pension Fund with a minimum of twenty five (25) years of service and their dependents, until the death of the employee.

Co-Pays are as follows:

Prescription

HMO

\$10 – Generic
\$15 – Name Brand
\$35 – Formulary

PPO

\$10 – Generic
\$20 – Name Brand
\$35 – Formulary

Medical

HMO

\$15.00

PPO

\$20.00

Employees shall receive the fully paid Dental Program that is now in effect or an equivalent, that is approved by the Association.

If a firefighter dies in the line of duty as determined by New Jersey State Law, the surviving spouse and dependents shall be covered by medical benefits until his/her status in life changes (remarried, employment, etc.) or for five (5) years, whichever comes first. This policy will change to (7) years in 2006.

LONGEVITY

Longevity pay will be granted based on the following schedule:

6 months to 1 year of service	\$100.00
1 year to 5 years of service	\$200.00
5 to 7 years of service	2% of annual pay
8 to 11 years of service	4% of annual pay
12 to 14 years of service	5% of annual pay
15 to 19 years of service	6% of annual pay
20 to 24 years of service	6.5% of annual pay
25 or more years of service	7% of annual pay

In computing Longevity pay the effective date shall be the date of hire.

If an Employee leaves the service of the Borough prior to December 1st of the current year, longevity will be based on his length of service as of December 1st of the current year, pro-rated and paid at time of termination.

Longevity shall be included in the bi-weekly pay of the Officers.

BEREAVEMENT LEAVE

In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay, for six (6) consecutive calendar days or nights commencing with the day of death.

The term "immediate family" shall include, Spouse, Children, Foster, or Step Children, Mother, Father, Mother-in-Law and Father-in- Law.

Employees will also be excused three (3) days without loss of pay if death occurs to any of the following relatives: Sister, Brother, Grandmother or Grandfather, Sister-in-Law, or Brother-in-Law.

Employees will also be excused one (1) day without loss of pay if death occurs to any of the following relatives: Son-in-Law, Daughter-in-Law, Aunt, Uncle and Grandchild.

GRIEVANCE PROCEDURE

The purpose of the procedure is to secure, at the lowest possible level, equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.

Nothing contained herein shall be construed as limiting the right of any Fire Officer having a grievance to discuss the matter informally with the Fire Chief for resolution thereof.

With regard to Fire Officers, the term "grievance" as used herein means an appeal by an individual Employee or group of Employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.

If the grievance is not satisfied by the Fire Chief, the Fire Officer may submit a written appeal to the Mayor and Commissioners of the Borough of Collingswood for their determination.

RESIGNATION

If any permanent full-time Fire Officer resigns, in good standing he shall be entitled to payment of any unused vacation time accrued and pro-rated for the current year, Holidays, Compensatory time and Longevity benefits, pro-rated for the current year, provided he gives the Borough the proper fourteen (14) day notice of his intention to resign.

RETIREMENT

Upon retirement the Fire Officer shall be entitled to payment of any accrued vacation time, compensatory time, holidays, and longevity payment, all pro-rated for the current year, and shall remain on the Borough's Health Benefits Program, paid for by the Borough, provided those personnel retire from the Police and Firemen's Pension Fund with a minimum of twenty-five (25) years of service.

EDUCATION PROVISIONS

Whenever the Fire Chief requires schooling, any off duty member that is attending the school and any member that covers for on duty personnel shall receive compensation at the rate of one and a half times his regular rate for each hour worked. Employees shall have the option of selecting compensatory time off in lieu of payment. Said time shall be credited at one and one half-hours for each hour worked.

The time will be returned at the discretion of the Fire Chief schedule permitting, upon successful completion of the course.

The Borough will reimburse college tuition for any fire-related course taken by an employee as long as a "C" average or better is achieved. The Chief of the Department prior to attendance must approve said course.

SEPARABILITY

Each and every clause of this agreement shall be deemed separate from each and every other clause, to the extent that in the event of any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, language may appear sentence, or paragraph in which offending.

FULLY BARGAINED AGREEMENT

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 subject to negotiations.

During the term of this agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

DRUG TESTING POLICY

Section 1. Policy

1-1. Identification and Rehabilitation of Drug Users. This Policy establishes uniform procedures for the administration of screening tests to identify and control the use of drugs by all fire department members in the Collingswood Fire Department (hereinafter "Fire Department"). The purpose of this Policy is to provide for voluntary recognition and rehabilitation of drug users. It is also intended for those who have not yet recognized that they have a problem. As to these individuals, the Fire Department will identify them and provide an opportunity for rehabilitation.

1-2. Applicability of Policy. This Policy applies to all personnel under the Fire Department collective bargaining agreement with the Local 108's Firemen's Mutual Benevolent Association, (hereinafter the "Union"). This Policy supersedes all prior policies and ordinances on this subject matter.

1-3. Testing for Drugs. The Borough Of Collingswood (hereinafter the "Borough") intends to test for drugs which have a high potential for abuse, or have no medical use, or no safe protocol for such use. The drugs for which members will be tested are limited to those specifically enumerated in this Policy.

Section 2. Purpose

2-1. Elimination of Drug Use. The Fire Department's responsibility is to insure that those members employed in the Borough's Fire Department are not involved in the use, abuse or distribution of drugs, for the safety of the general community and fellow members.

2-2. This Policy takes cognizance of member rights under the Constitution of the United States of America and the Constitution of the State of New Jersey and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

2-3. Monitoring Members for Drugs. This Policy is established to help combat the national epidemic in the illegal use of and trafficking in drugs. It is adopted to rationally foster the Borough's efficient operation of its Fire Department and to establish a reasonable and uniform system for the Borough to monitor its fire department members for drug use.

2-4. Identifying Drug Users. Another purpose of this Policy is to identify fire department members who do not recognize that they have a dependency, require that they enter a rehabilitation program as a condition of continued employment, and provide them with opportunities to attend such a program.

2-5. Assistance to Drug Users. It is not the purpose of this Policy to punish fire department members. Its purpose is to help addicted members recognize that they have a dependency and encourage them to voluntarily enter a rehabilitation program.

2-6. Necessity for Policy. This Policy is necessary for the following reasons:

- (a) to preserve and protect the integrity and personnel of the Borough's Fire Department;
- (b) to guard against the harmful consequences to the public good caused by the use of or trafficking in drugs by fire department members;
- (c) to preserve and maintain a high degree of public confidence in all those charged with upholding public order and safety;
- (d) to assist fire department members who do and those who do not recognize that they have a dependency; and
- (e) to offer them opportunities for rehabilitation so that the Borough does not lose valuable trained personnel.

Section 3. Definitions

3-1. The following definitions are provided for certain key terms used in this Policy.

- (a) Abuscreen (on-line) - Immunoassay Procedure - An initial drug screen used to detect the presence of drugs.
- (b) Applicants - Any person who has entered into the employment process for the position of firefighter and any person who is in the process of being rehired for this position.
- (c) Drug Test - A urinalysis test administered under the conditions and procedures established by this Policy to detect the presence of drugs.
- (d) GC/MS - Gas chromatography/mass spectrometry; a confirmatory test to confirm the presence of drugs, which will always be used to confirm an initial positive drug screen.
- (e) Laboratory - Contractor designated by the Borough or Union (if second test is requested) to conduct drug screening tests for the purpose of detecting the presence of drugs. No contractor will be used which is not approved by the National Institute on Drug Abuse (NIDA). A copy of

such license and approval shall be provided to the FMBA Local 108 prior to the commencement of testing.

- (f) Positive Test Result - A positive test result is one obtained by the GC/MS confirmatory test.
- (g) Collector- An agency designated by the Borough to collect samples.
- (h) Working Days- Means the individual shift officer or firefighter' working tour.
- (i) Union Representatives- Individual(s) belonging to a designated fire fighting union.
- (j) Specific Drugs- Cocaine, Marijuana, Amphetamines, Opiates, Phencyclidine

Section 4. General Rules

4-1. Possession and Use of Drugs Prohibited. Fire department members shall not possess or use any drugs while on or off duty, unless properly prescribed by a licensed physician or dentist or unless properly used as a non-prescription medication according to its labeling directions.

4-2. Reports of Drug Use. Any Fire department members who has a reasonable individualized belief that a fire department members or other member of the Fire Department is using or trafficking in drugs, shall immediately file a report to the Fire Chief of all facts and circumstances, plus corroborating witnesses, if any, which cause the member to believe that the individual is engaging in such activities. All such reports shall be in writing and shall be forwarded directly to the Chief, who shall maintain their confidentiality. To prevent unfounded claims, no allegations of drug use or trafficking will be investigated until the member(s) making these allegations have submitted such a report.

4-3. Use of Prescription and Non-Prescription Medications. Any member who is using any non-prescribed medication, which the member reasonably believes will impair his/her ability to function effectively or safely, must notify his/her immediate Supervisor prior to the start of the work tour. The report must identify the medication, possible side effects, if prescribed, the name of the person prescribing the medication and the illness or injury being treated. Based on the information provided and the potential effects of the medication, the immediate supervisor may require the member to report off work on sick leave until such time as a competent medical authority determines that the member is fit for duty. Any member taking any medication shall be responsible to identify any possible side effects.

4-4. Admission of Drug Use. In the event a member prior to being tested admits to drug use, except immediately prior to testing, the member shall be afforded the benefits provided by Sections 14 through 15 of this Policy.

Section 5. Method of Implementation

5-1. Testing Applicants for Drugs. All applicants for the position of firefighter/EMT shall be tested for drug use as part of their pre-employment screening process.

- (a) The refusal or failure of any applicant to submit a urine sample for testing, when required to do so, shall result in the applicant's rejection for the position.
- (b) A positive test result for any illegal drug shall result in the applicant's rejection for the position of firefighter.

5-2. Testing Members for Drugs. The Borough has the right to test permanently and probationary appointed fire department members for drug use only when:

- (a) there exists a reasonable, individualized belief that a particular member is under the influence of or impaired by drugs and such belief is memorialized in a report submitted pursuant to Section 4-2 of this policy;
- (b) there is a vehicular accident while on duty and with a Fire Department vehicle, only if the officer on duty or Chief sees fit that the individual be tested for drugs and the individual's conduct in the accident, based on eyewitness reports, raises a reasonable individualized belief that the individual's use of drugs was a contributing factor to the accident;
- (c) the member has been charged with a drug-related criminal offense;
- (d) A random test is done through a company that is NIDA certified and a collector that complies with the guidelines **of this policy**.
- (e) Return to duty and/or as required by the EAP Professional

5-3 Scheduling of Drug Tests. Fire department members will be tested only when they are on duty

5-4. Reasonable Individualized Belief to Test for Drugs. The term "reasonable individualized belief" means a belief that a particular member is under the influence of or impaired by drugs which belief is based upon:

- (a) objective facts that the individual is exhibiting the established and generally recognized signs and symptoms of drug abuse;
- (b) which facts are derived from direct observations of that individual's appearance, speech, behavior, odor of breath, responses to questioning, other objective observations, and all reasonable inferences that can be drawn from such observations; and
- (c) which observations are made by an observer who has knowledge of and has received training in identifying the signs and symptoms of drug abuse.

5-5. Vehicular Accident as Justification for Drug Test. The Borough also reserves the right to require that a member undergo drug testing, and be readily available for such testing, when:

- (a) the fire department member is involved in a vehicular accident while on duty and with a Fire Department vehicle and the on duty officer or chief feel the individual should be subject to a drug test;
- (b) based on reports from eyewitness observers of the accident, there is a reasonable individualized belief, from the fire department member's conduct in the accident, that his/her use of drugs was a contributing factor to the accident;
- (c) the member receives a citation or there is an injury to any party which results in transportation to a hospital emergency room or a fatality;
- (d) one or more motor vehicles incur disabling damage as a result of the accident that requires the vehicle to be transported away from the scene.

5-6. Criminal Charges as Justification for Drug Test. Whenever a fire department member is arrested and probable cause is found by a court of competent jurisdiction to charge the individual with a drug or drug-related offense under any State or federal criminal law, the Borough will require that the individual submit to a drug test in accordance with the provisions of this Policy.

Section 6. Notification of Drug Screening Program

6-1. Individual Member Notices. A copy of this Policy will be distributed to each fire department member, along with a written notice stating the date on which this Policy will become effective. Receipt of this Policy and its accompanying notice will be acknowledged by each fire department member in writing and placed in the individual's personnel file. If the individual refuses to sign the acknowledgment, the individual's supervisor shall note on the acknowledgment form that the individual received a copy of this Policy and accompanying notice.

Posting of Notice. A copy of this Policy and the notice provided by this paragraph will also be posted in all locations where notices to fire department members are regularly posted. This Policy shall not become effective until at least sixty (60) days after it has been posted and all fire department members have received a copy of it.

Section 7. Voluntary Identification

7-1. Upon adoption of this policy any member voluntarily seeking assistance with a possible drug problem shall submit to a drug test in accordance with this policy. If drug test returns positive, this would not count as a first offence as long as the employee completes the EAP program and if deemed necessary, adheres to Section 15-1 (a), second paragraph.

Section 8. Fire department members and Union Rights

8-1. Entitlement to Rights and Protections. When the facts support a reasonable, individualized belief that a fire department member is a drug abuser, the Borough has the right to require that the individual submit without delay to a urinalysis test during the investigation of suspected drug use, and during the urine sampling and testing process, the individual is entitled to certain rights and protections as described in this Section.

8-2. Training of Supervisors to Identify Drug Abuse. Training will be given so that supervisors are knowledgeable in identifying the signs and symptoms of drug abuse upon which a reasonable, individualized belief must be based. This training program will be repeated at least once in every twelve-month period. The Borough has sole discretion to determine the content and all other aspects of this training.

8-3. Training of Fire Department Members. The Chief shall select a sufficient number of fire officers/fire department members from the different shifts and tours in the Fire Department so that at least one fire department member assigned to each shift on each tour are trained to participate in identification of the signs and symptoms of drug abuse. This training program shall be repeated at least once in every twelve (12) month period. The Borough has sole discretion to determine the content and all other aspects of this training program. The Borough is free, in its sole discretion, to provide this training to all fire officers/fire department members

8-4. Use of Union Representatives. These representatives from the State FMBA can be used as Local 108's representatives for the supervisor's conference with any individual under suspicion of drug use and for the urine sampling procedures.

8-5. Laboratory Licensing and Other Qualifications. The Borough will not contract with any laboratory which is not NIDA-approved and does not agree to comply with all the procedures provided by this Policy which are applicable to the Borough's drug testing laboratory. Specifically, but not limiting the foregoing, the Borough will not contract with any laboratory which does not have adequate facilities and procedures to identify and maintain the chain of custody of urine samples in compliance with established and generally recognized standards in the industry and in compliance with the specific chain of custody procedures provided by this Policy.

These qualifications and requirements are equally applicable to the laboratory selected by the Union.

8-6. Limitations on Drug Testing. Fire department members will not be subjected to urine testing for the presence of drugs except in those four situations enumerated in Section 5-2.

8-7. Supervisor's Observations of Suspected Individual. A reasonable, individualized belief that a fire department member is under the influence of or impaired by drugs shall be based upon the trained supervisor's personal observations. Additional documentation such as incident reports, attendance and tardiness records, safety reports, and the like, may also be considered in forming the basis for a reasonable, individualized belief. However, such documentation cannot be used as a substitute for a trained supervisor's direct observations of the individual.

8-8. Meeting with Suspected Individual. If the supervisor's initial observations cause him to suspect that the individual is under the influence or impaired by drugs, the supervisor shall initially meet with the fire officer or firefighter and advise:

- (a) that the individual is under suspicion of drug abuse;
- (d) that the purpose of the meeting is to determine whether there is a reasonable, individualized cause to believe that the individual is abusing drugs; and
- (e) that the individual has a right to Union representation and/or fire department member at this meeting.
- (d) a test may be required in section 5-2 (a)

The Borough is free to have more than one supervisor attend this meeting and observe the individual who is under suspicion.

8-9. Right to Union Representation. If the individual exercises his right to Union representation at this meeting, the supervisor shall immediately notify any available Union representative and shall not proceed with the meeting until after the Union representative is afforded a reasonable amount of time (not to exceed one hour) to arrive at the meeting. The Union representative is obligated to arrive at the meeting as quickly as is reasonably possible under the circumstances.

Whenever a fire department member is ordered to submit to a drug test, the individual has a right to have a Union representative or fire department member present during the entire procedures for the providing of a urine sample(s) as established by this Policy.

8-10. Multiple Urine Samples and Tests. The fire department member to be tested has the right to give a second urine sample at the same time that an initial sample is given for testing by the Borough's laboratory. This second sample shall be kept frozen by the Borough's laboratory for a period of six (6) months and, upon request by the individual or Union, will be transported by the Borough's laboratory for testing by another MDA-approved laboratory selected and approved by the Borough and by the Union. The Borough must bear all the costs of having this second sample tested.

To insure the accuracy of test results, if the first urine sample the individual provided for testing by the Borough's laboratory tests positive in the initial EMIT test, then the Borough's laboratory must perform a second, confirmatory, test on the sample as provided by this Policy. If the initial EMIT test is negative, then no further testing will be conducted. The Borough is to pay for the cost of this testing.

If the first urine sample that the individual provided for testing by the Borough's laboratory tests positive in the confirmation test, then the individual or Union also is entitled to have all the laboratory reports and other supporting documentation and scientific data from this positive test made available by the Borough's laboratory to the Union's expert or laboratory for analysis. The individual or Union can also have the remaining portion of this positive sample tested again at the Union's laboratory. All the costs for the Union's expert and for the re-testing of this positive sample at the Union's laboratory must be borne by the Union or individual.

The individual will submit one sample for testing. The sample will be submitted for the Borough's laboratory, and split into two samples, the second of which, at the individuals or Union's election, will be transported by the Borough's laboratory for testing at the Union's laboratory. Further, if the first sample provided to the Borough's laboratory tests positive, then, at the individuals or Union's election, the remaining portion of this positive sample must be made available to the Union's laboratory for further testing.

Section 9. Materials, Methods and Procedures for Urine Sampling

9-1. Urine Sampling Materials. In order to maintain the integrity and identity of the urine specimen, the contracted company shall use a Specimen Security System Kit. This system includes the following materials to insure proper chain of custody:

- (a) Chain of custody bag.
- (b) Specimen bottle.
- (c) Specimen cap.
- (d) Chain of custody form.
- (e) Drug test request form.

In addition, the following materials shall be used during the urine sampling procedure:

- i. Medical questionnaire form. On this form the individual being tested shall clearly describe, to the best of his recollection, all drugs, both prescription and non-prescription, ingested during the prior thirty (30) days and any special medical condition or problem the individual is then suffering.
- ii. Evidence tape. This tape must be the type that will securely fasten a glassine envelope and that can be written-on with pen or ink which will not smudge or rub off.
- iii. Transportation bag. The transportation bag shall be a large clear glassine envelope, with a locking closure top so that it can be secured with tape. It should be of the type often used by police departments to secure physical evidence.

A notice shall also be securely fastened with tape or otherwise on the side of the transportation bag. The notice shall state:

- (a) That urine samples for drug testing are enclosed;
- (b) That chain of custody procedures must be maintained at all times for all samples; and
- (c) That the seal is not to be broken except by designated personnel at the testing laboratory.

The notice shall also include the address of the Borough's laboratory, its designated agent, the address of the Fire Department and its designated agent

- iv. A "secure" refrigerator. A refrigerator with a door lock installed at the time of manufacture or with a door which can be secured with a chain lock or similar device wrapped around or otherwise attached to the door, which refrigerator is located in a room as near as possible to the urine sampling site in the same building, which room has only one door with a lock.

9-2. Sampling Site. Urine samples will be taken at Fire Department Headquarters or any other secure site selected by the Borough within the Borough of Collingswood.

9-3. Attendees at Sampling Procedures. In addition to the individual being sampled, the following individuals may be present at all times during the preparation for and voiding of the urine sample(s) and its(their) securing for chain of custody purposes:

- (a) A Union representative
- (b) Designated worker taking the samples
- (c) Fire Department Chief
- (d) Borough representative

No unauthorized individuals may be present during the urine sampling procedure.

9-4. Functions of Attendees at Urine Sampling.

- (a) Union representative and shift supervisor. For the taking of a urine Sample(s) the Union representatives are:
 - i. to be present as witnesses during the entire procedure for taking the urine sample(s), including preliminary procedures when chain of custody forms are prepared and the empty sample bottle is examined, the actual voiding of the sample, identifying the sample bottle, securing it for subsequent testing and completing the chain of custody for it up to the point when it is taken by the messenger for transport to the Borough's testing laboratory;
 - ii. to consult with the Borough/Fire Department representative to insure that all the procedures established by this Policy for taking, identifying, initiating a chain of custody, and securing the urine sample(s) for transport to the Borough's testing laboratory are all fully and strictly complied with;
 - iii. to generally insure that in completing these procedures the Borough's laboratory follows and complies fully with this Policy;

- iv. to acknowledge (i), (ii) and (iii) through their initialing of various forms, reports and other items provided by this Policy; and
- v. to perform whatever specific tasks are assigned to them in this Section

The Borough/Fire Department representative is generally responsible for insuring that all participants in the sampling procedure fully cooperate and that each and every step of the preliminary procedures at the sampling site, the procedures for providing the urine sample, for securing the specimen bottle, and for transporting the specimen to the Borough's testing laboratory, are all fully and completely executed.

If a question arises as to whether a fatal flaw, as that term is defined herein, has occurred in any of these procedures, the Borough/Fire Department representative, in consulting with the Union representative, shall determine whether to void the procedures and begin again. If such voiding occurs, the Borough's representative, in consultation and agreement with these other individuals, must prepare a complete report of the facts and circumstances which resulted in such voiding.

9-5. Preliminary Procedures at Sampling Site.

- (a) The fire department member shall provide the urine sample in a bathroom.

All other procedures shall take place in a private office or conference room at the sampling site as near as possible to the bathroom.

- (b) The fire department member will provide the collector with a photo identification card to verify the fire department member's identity.
- (c) The participants listed in Section 9-3 above shall meet in a private office or conference room. The unopened chain of custody kit shall be presented to the individual to be tested. The kit shall be opened by the designated member of the contracted agency in the presence of all individuals. All those present will inspect the contents of the kit to make sure that it was not tampered with. In addition, all the other materials used for the sampling procedure, as identified in Section 9-1 above, shall be inspected by all present.
- (d) All the contents of the chain of custody kit and all the other materials used for the sampling procedure shall be placed on a table or desk and remain in full view of all. The individual being tested shall complete all forms

contained in the kit, plus the medical questionnaire, in front of all persons present. The individual is also to put his initials and Social Security number on all forms. All forms are to be kept in the office or conference room in the custody of the Borough/Fire Department representative.

- (e) The individual to be tested shall then be advised by the Borough/Fire Department representative, in the presence of everyone, that:
 - i. He/she has the option to submit two samples;
 - ii. Both samples will be acquired according to the procedures outlined herein;
 - iii. Both samples will be forwarded to the Borough's designated laboratory or other NIDA-certified laboratory selected by the Borough;
 - iv. One sample will be tested as soon as possible, The other will be stored in a frozen state for six (6) months by the Borough's laboratory;
 - v. The Borough's laboratory shall maintain chain of custody for this second sample during the six-month period; and
 - vi. This second sample, at the request of the individual or Union, shall be sent to another laboratory selected by the Union and agreed upon by the Borough for testing.
- (f) The individual being tested will further be advised by the Borough/Fire Department representative that if the first urine sample tests positive, both in initial and confirming tests, then the Borough's laboratory will keep the remaining portion of the sample, along with all chain of custody documents and all records of the testing procedures, secured, stored and preserved for six months. The Borough's laboratory will make the sample and all the supporting documentation available, at the individuals or Union's request, to the Union's expert and/or laboratory for further testing, analysis and review.
- (g) The individual will then be advised by the Borough/Fire Department representative that if his/her initial sample tests positive, he/she will be notified as quickly as possible by telephone.
- (h) After the individual to be tested has been advised of all his/her rights,

the contracted member shall check the nearest bathroom to the office or conference room and insure that it is vacant. The sampling procedure cannot begin until the bathroom is vacant. During the giving of the sample, the collector shall insure that the bathroom remains vacant.

- (i) The individual to be tested shall then walk into the bathroom alone. Only the specimen bottle and specimen cap shall be taken into the bathroom, carried by member being tested. The Borough/Fire Department/contracted member shall remain in the office or conference room in custody of the remainder of the kit and other materials.
- (j) Upon the individuals identified in paragraph (i) leaving the office or conference room, the preliminary procedures at the sampling site will have been completed. Failure to precisely follow any of these procedures listed above shall constitute fatal flaw to these procedures. If such a flaw occurs, the procedure shall be voided and must begin again.

9-6. Procedures for Providing Urine Sample.

- (a) The individual to be tested shall wash and dry his/her hands prior to urination.
- (b) The specimen bottle shall be given by contracted member to the individual to be tested, who shall open the top of the specimen bottle in the presence of everyone. Everyone shall inspect the bottle and cap.
- (c) To deter dilution of the specimen, toilet bluing agents shall be placed in toilet tanks whenever possible and no other source of water shall be in the enclosure where urination occurs.
- (d) In private, the individual shall urinate in the bottle sufficiently to fill the bottle up to the mark indicated. If the specimen bottle contains no mark, the individual shall fill the bottle sufficiently for the laboratory to perform an accurate test (approximately sixty (60) milliliters).
- (e) After urination, the individual shall securely place the specimen cap back on the specimen bottle in the bathroom, and hand it to the contracted member, who shall check, in the presence of all, to insure that the cap is secure.
- (f) The label on the specimen bottle shall contain a thermometer for reading the temperature of the sample contained therein. If a different type of specimen bottle is used, a temperature-measuring device shall be used to measure the temperature of the sample. The temperature-measuring device must accurately

reflect the sample temperature while not contaminating the specimen. The time from urination to temperature measurement shall not exceed four (4) minutes. The temperature measurement shall be completed in a designated room.

- (g) In the presence of all, the contracted member shall verify that the temperature of the sample falls between 90 and 100 degrees Fahrenheit, and shall show such verification to all present. Upon return to the office or conference room, the contracted member who verifies the temperature of the sample must prepare a report, to be placed in the chain of custody bag, confirming that temperature verification was performed. All present must initial the report, and the individual being tested shall place his/her initials and Social Security number on it, thereby evidencing that all present agree with the report.
- (h) Upon completion of the above the procedures for the actual providing of the urine sample are completed. Failure to precisely follow any of these procedures listed above shall constitute a fatal flaw to the providing of the sample. If such a flaw occurs, the sample shall be voided and the sampling procedure must begin again.

9-7. Procedures for securing specimen bottle.

- (a) In front of all those present, the contracted member shall take the numbered tab off the chain of custody form and place it on the side of the specimen bottle.
- (b) The security tape at the top of the chain of custody form shall be pulled off and placed around the specimen bottle by wrapping the tape up one side of the bottle, over the cap top and down the other side of the bottle.
- (c) The individual to be tested shall initial the tape and place his/her Social Security number on it.
- (d) The individual shall re-inspect all the forms he/she previously filled-out to be sure that no tampering or changing of them occurred and shall verbally advise that they are correct. The individual's continuation of the procedure shall be a further admission that the forms, as he/she originally filled them out, are complete and correct.
- (e) The contracted member shall place the specimen bottle and the original copy of the chain of custody form, medical questionnaire form, drug test request form, and temperature verification report, in the plastic chain of custody bag and seal the bag with evidence tape. He shall then

write the chain of custody form number on the tape seal. All those present shall initial the seal on the bag and the individual to be tested shall place his/her initials and Social Security number on the tape seal.

- (f) The specimen will then be stored in a secured manner and transported to the designated lab.
- (g) In everyone's presence, the transportation bag is sealed with evidence tape and the contracted member shall then write the chain of custody form number on the tape seal. In everyone's presence, all shall initial the seal. The individual to be tested then also places his/her initials and Social Security number on the seal.
- (h) The procedures for securing the urine specimen bottle are now completed. Failure to precisely follow any of the procedures listed above shall constitute a fatal flaw to these procedures. If such a flaw occurs, the sample shall be voided and the sampling procedure must begin again.

9-8. Procedures for Transporting Specimen.

- (a) Once the transportation bag has been placed in the custody of the collector the samples will be forwarded securely for testing.
- (b) Upon receipt of the transportation bag, the Borough's laboratory shall inspect the security seal to insure that it has not been tampered with and shall record, in its chain custody records, all the initials, the Social Security number and chain of custody form number on the seal tape. The laboratory shall similarly inspect the chain of custody bag security seal and the specimen bottle seal and shall record, in its chain of custody records, all the initials, Social Security number and chain of custody form number on these seals and bottle.
- (c) The Borough's laboratory shall prepare a report, as part of its chain of custody records, of the date and time the transportation bag was received, the name of the messenger from whom it was received, his/her employer's name and address and that the seals on the transportation bag, chain of custody bag and specimen bottle were not broken. This report shall also include the initials, social security number and chain of custody form number from the security tape on both bags and the specimen bottle.
- (d) The member at the Borough's laboratory who personally receives the transportation bag, and performs the inspection of the seals, shall prepare this report and sign it. This report shall be maintained in the laboratory's chain of

custody records and shall be forwarded to the Chief of the Fire Department immediately upon its completion.

- (e) The sample must have been picked up for transport to the laboratory within four hours after the sample was taken. Failure to comply with this time limit or failure to precisely follow any of the procedures listed above shall constitute a fatal flaw to the transportation of the sample(s) to the testing laboratory. If such a flaw occurs, the sample shall be voided and the sampling procedure must begin again.

Section 10. Methods and Procedures for Drug Testing

10-1. Borough's Laboratory for Drug Testing. The Borough may choose a laboratory for both the initial screening and confirmation analysis of urine samples under this Policy, provided it is approved by the Union, which approval cannot be unreasonably withheld. The Borough may designate and contract with any testing laboratory as long as it is NIDA-approved, licensed by the New Jersey Department of Health and agrees to comply with all the provisions of this Policy relevant to it as the Borough's testing laboratory.

10-2. Prohibited Drugs. Testing shall be limited to the following drugs: cocaine, marijuana, amphetamines, opiates, and phencyclidines. A fire department member may only be tested for those drugs listed above. At the time of contracting, **the laboratory** shall be notified in writing by the Borough which drugs are to be tested-for and what the NIDA cutoff levels for testing for the presence of each drug are to be used.

10-3. Laboratory Chain of Custody. Prior to contracting, the Borough laboratory must submit to the Union, its internal chain of custody procedures and certify that they comply with NIDA's guidelines. The Borough will not contract with the laboratory unless it receives such certification, copies of which must be provided to the Union.

At the time of contracting, the laboratory shall be notified in writing by the Borough that chain of custody procedures must be strictly maintained for all urine samples.

10-4. Maintenance of Laboratory Records. The laboratory will be similarly notified in writing by the Borough that whenever a urine sample tests positive, the laboratory must retain, for at least six months, the following information:

- (a) all forms, reports and other documents relating to the chain of custody;
- (b) all background reports, data, analyses, computer printouts, other scientific records and the like, upon which the test results are based; and
- (b) all other reports, documentation or records of any kind prepared by

laboratory personnel relating to the taking of the urine sample, chain of custody and testing of it.

10-5 Laboratory's Retention of Positive Urine Sample. The laboratory will be notified in writing by the Borough that the remaining portion of any positive urine sample must be properly preserved, stored in a frozen state and secured for a period of at least six months. Upon written request by the Union or the individual tested, the sample and all their other material described in paragraph 4 above must be made available by the Borough's laboratory for further testing review and analysis by an expert and/or laboratory selected by the Union. Upon written request by the Borough, the Union, or the individual tested, the Borough's laboratory may be notified to retain all these materials for a longer period of time beyond six (6) months but not to exceed two (2) years.

10-6. Drug Screening Tests. The drug-specific screening test will consist of two components for all testing under this Policy:

- (a) The initial test of each urine sample shall employ a methodology different from the secondary confirmation test. The initial test will be Abuscreen (on-line) immunoassay procedure.
- (b) A secondary confirmation test of any positive findings of specific drugs will be conducted using the gas chromatography, mass spectrometry test (GC~MS).

At the time of contracting, the Borough will notify the laboratory in writing that it must use these two testing methods and that no urine sample is to be considered positive for drugs unless it is confirmed positive by the GC/MS method.

10-7. Cutoff Levels. The Cutoff Level is the concentration limit actually used to measure urine samples. A sample which measures below the cutoff limits established by NIDA will be considered negative.

A positive result shall be reported only when a shift officer/firefighter's confirmatory test reveals that one or more of the drugs listed in Section 12-2 of this Policy is present in an amount equal to or greater than the NIDA cutoff level for that drug.

10-8. Negative Test Results. If a sample tests negative at any point, screening or confirmation, it shall be considered negative. Test results shall not be considered positive unless confirmed as such by GC/MS.

10-9. Positive Test Results. If a sample tests positive, the Borough's laboratory will make provisions to properly preserve, store and secure for six (6) months the remaining contents

of the original urine specimen and all computer printouts, analyses, scientific reports, and all documentation, including the laboratory's chain of custody documentation, relating to the test.

The Borough's laboratory will make available to the Union's expert and/or laboratory the remaining contents of the specimen for further testing, along with all records or other documentation of the primary and secondary confirmation tests performed and the laboratory's chain of custody documentation.

Section 11. Reporting Drug Test Results

11-1. Contents of Laboratory's Reports. The Borough's laboratory will report test results only as to those specific drugs listed in Section 3-1(j) or 10-2 of this Policy.

11-2. Laboratory's Transmission of Report. At the time of contracting, the Borough shall notify its laboratory in writing of the name and address of the Borough officials, and their alternate, who are designated to receive reports of drug test results. To maintain confidentiality, only the Borough Administrator is to receive test results, with one alternate of his choice to receive these results only in his absence.

The Borough's laboratory shall transmit test results only by means which insure confidentiality and will insure that the report is delivered within the time limits set forth in the next paragraph.

Test results shall be forwarded by the Borough's laboratory in a sealed envelope, marked personal and confidential, only to the Administrator or in their absence to his alternate, within seventy-two (72) hours after the urine sample is given.

11-3. Transmission of Report to Member Tested. Immediately upon receipt of a positive test result, only the testing company shall personally communicate this information directly and only to the fire department member in order to maintain the confidentiality of the test result.

Immediately thereafter the fire department member and his/her Union representative are to be provided with copies of the test results. At that time the Administrator shall advise the individual of his entitlement to all the laboratory's documentation from this test and his right to have the remaining contents of the specimen further tested at the Union's laboratory.

Section 12. Invalidating of Drug Test Results

12-1. Invalidating Borough Laboratory Test Results. If the Borough's laboratory fails to substantially comply with any of the requirements of this Policy with regard to any urine

sample that test positive, the test result for that sample will be invalidated and the individual will be re-tested in compliance with this policy.

12-2. Invalidating Union Laboratory Test Results. This same rule shall apply to the independent laboratory selected by the Union.

Section 13. Conflicting Drug Test Results

13-2. Split Urine Sample Tests. If the initial urine sample provided to the Borough's laboratory is tested positive, then the other sample, must also be tested in accordance with the applicable provisions of this Policy.

13-3. Conflicting Test Results. If any one of these samples tests negative or the remaining portion of the initial sample upon re-testing is negative, the test will be considered as having tested negative for the presence of drugs. All urine samples provided in accordance with the provisions of this Policy must test positive for the individual to be considered as under the influence of or impaired by drugs.

Section 14. Attendance at Rehabilitation Programs

14-1. Mandatory Attendance. All fire department members who, in accordance with this Policy, are found to be under the influence of or impaired by drugs must enroll in an EAP program selected by the Borough of Collingswood or any other mutually agreed program.

14-2. Leave to Attend Rehabilitation Facility. If the evaluation is that the fire department member should attend a residency rehabilitation facility, he/she will be allowed to use his/her sick time to attend this facility. The only loss of sick time will be the annual five (5) days that may be accrued if not used.

During a leave with pay the fire department member and all eligible dependents' medical/hospitalization benefits shall be maintained by the Borough at its cost and the fire department member shall not lose any seniority accrued prior to commencement of the leave.

14-3. Costs for Rehabilitation Program. The fire department member shall submit the cost for any rehabilitation program to his/her medical insurance carrier. If the carrier denies coverage in whole or in part, the employee shall be responsible to pay the uninsured costs of the program.

Section 15. Personnel Actions

15-1. Mandatory Rehabilitation Program and Discipline. The Borough Recognizes that, under the New Jersey Law Against Discrimination (hereinafter "NJ LAD"),

substance abuse is a disability. The Borough also acknowledges that the intent of this Policy is not to punish fire department members with a drug dependency, but rather, to provide opportunities for rehabilitation to both those who do, and those who do not, voluntarily admit that they have a drug dependency problem. The fire department member will not lose any benefits, pay, or seniority during this time of rehabilitation.

In accordance with NJ LAD and this Policy, the following personnel actions will be taken for fire department members with drug dependency problem:

- (a) First Offense. If a fire department member for the first time tests positive for drugs, he shall be suspended for five (5) days without pay. He must agree to enter a rehabilitation program and successfully completes the program. The member shall submit to a Return to Duty test paid by the Borough, that must return in the negative.

Upon returning to work, the fire department member, as a condition of continued employment shall participate in aftercare if recommended by the rehabilitation program and for whatever period of time the program recommends. At any time, when requested by the Borough, the individual must provide reasonable proof that he/she is attending such aftercare program. The fire department member shall be subject to unannounced follow-up drug testing administered by the Borough. The number and frequency of such follow-up testing shall be as directed by the EAP Professional, and consist of at least six tests in the first 12 months following the employee's return to duty. The Borough may direct the employee to undergo return-to-duty and follow-up testing for drugs if the EAP Professional determines that return-to-duty and follow-up testing is necessary. The EAP Professional may terminate the follow-up testing at any time after the first six tests have been administered.

- (b) Second Offense. If for a second time a fire department member tests positive for drugs, the Borough will terminate the member.

15-3. Failure to Attend Rehabilitation Program. Any fire department member who tests positive and refuses to attend rehabilitation program or fails/refuses to successfully complete the program, including aftercare, will be terminated.

15-4. Illegal Drug Activities. Any fire department member who is convicted in a court of law of selling, purchasing, or distributing drugs to others shall be terminated.

Drug testing will not be conducted by the Borough for the purpose of gathering evidence for use in criminal proceedings.

15-5. Appeal of Discipline. Any discipline imposed pursuant to this Section is subject to the fire department member right of appeal to the courts.

15-6. Disability Pension. Any fire department member who continues to have a substance abuse problem despite repeated opportunities to attend a rehabilitation program may be terminated. However, prior to such termination, the individual will be given the option of applying for a disability pension.

If the individual exercises this option, the Borough will fully cooperate with the Police and Firemen's Retirement System (PFRS) in its investigation and determination of whether he/she is entitled to such a pension.

Section 16. Education on Drug Abuse

16-1. Continuing Education. A key element of any policy on drug abuse is prevention through continuing education. Such education will foster the ultimate objective of this Policy to achieve a drug free work place. Accordingly, all Fire Department fire department members will be required to participate in regular, periodically scheduled drug abuse education sessions. The sessions will be conducted during work time.

16-2. Topics for Educational Program. The specifics of the education component of this Policy will be developed by the Borough in consultation with the Union. However, this educational program will address topics including:

- (a) The need for drug testing.
- (b) The extent and character of drug use in America today.
- (c) Enforcement policies and programs to combat drug abuse.
- (d) Understanding drugs and drug abuse.
- (e) Recognizing signs of drug use.
- (f) Resisting the pressure to use drugs.
- (g) Drugs and their dangers - that the drugs available today are more dangerous and more addictive than ever.
- (h) How a drug free work place benefits everyone.

Topics for this educational program will be revised and expanded as deemed necessary by the Borough, in consultation with the Union.

Section 17. SEVERABILITY

17-1. In the event any provision of this Policy is declared invalid by legislative act or any court of competent jurisdiction, or through government regulations, such decision shall not invalidate the entire Policy. All provisions of the Policy not declared invalid shall remain in full force and effect.

Section 18. Repeal of Inconsistent Policies and Ordinances

18-1. Incorporation into Collective Bargaining Agreement. This Policy supersedes all prior policies and ordinances on this subject matter and shall take effect as a provision of the parties' collective bargaining agreement immediately upon its ratification by the Union membership and the Borough.

Section 19. Procedure for Random Selection.

19-1 A computerized system shall be used to randomly select sworn members of the Department for drug testing. The Collector shall have the responsibility for all aspects of selecting, establishing, operating and maintaining the security of this computerized system. The computer shall randomly pull fifty percent, of all the members in the fire department pool, that are subject to random drug testing, a year. The selected agency that will be taking the samples will come on a chosen day to test the selected members. If there is a member who is selected and he/she is off on that chosen day, they will be tested at the earliest time the Borough's testing agent can return to receive the sample, while the member is on duty. The member will be tested within the quarter they are chosen.

19-2 The use of this computerized system for random selection shall immediately cease whenever the Borough receives any credible evidence that this system has been compromised or tampered with in any manner. The Borough shall fully investigate the evidence presented in consultation with union officials. If any reasonable cause is found to believe that the system has been compromised or tampered-with, then the Borough Administrator or his/her designee shall immediately proceed to establish a new, more secure computer system. Random testing cannot resume until this new system is in full operation.

APPENDIX A

DRUG POLICY – BOROUGH OF COLLINGSWOOD FIRE DEPARTMENT

MEMBER’S RIGHTS WHEN BEING TESTED FOR DRUGS

As a fire officer/firefighter who is having his urine tested, under the Borough’s Drug Policy, for the presence of drugs; BE ADVISED that you have the following rights:

1. You have a right to the presence of a Union representative whenever a supervisor(s) meets with you for the purpose of determining whether there is reasonable, individualized cause to believe that you are abusing drugs, or are subject to a random test, and must submit to urine testing for their presence.
2. If you exercise your right to have a Union representative present at any such meeting, the supervisor(s) will immediately notify any available representative and will not conduct the meeting until after the representative is given a reasonable amount of time (not to exceed one hour) to arrive at the meeting.
3. If you are ordered to submit to a drug test, you have a right to the presence of a Union official during the entire procedure for your giving of a urine sample for testing by the Borough’s laboratory. (This urine sampling procedure will be conducted at Fire Department headquarters or at any other secure site within the Borough of Collingswood as selected by the Borough).
4. You have the right to give a second urine sample at the same time that you give the first sample for testing by the Borough's laboratory. This second sample will be kept frozen at the Borough's laboratory for six (6) months and, upon written request, by you or your Union, will be submitted for testing to another laboratory selected by the Union.
5. If you intend to waive any one of these rights, you must sign a Waiver of Rights form which the Department will now provide to you. This waiver will not be effective unless your signing of it is witnessed by the signatures of your Union and the Borough’s representatives.
6. If you do not understand any one of your rights, you must now state which one(s) you do not understand and it (they) will be explained to you again. By signing this form you acknowledge that all your rights have been explained to you and that you understand them.

Department Member (Print Name) _____

Department Member (Signature) _____

Borough Witness (Print Name) _____

Borough Witness (Signature) _____

Union Witness (Print Name) _____

Union Witness (Signature) _____

APPENDIX B

**DRUG POLICY – BOROUGH OF COLLINGSWOOD
FIRE DEPARTMENT**

WAIVER OF FIRE DEPARTMENT MEMBERS RIGHTS

I, _____ (print name), have been fully advised by the Borough of my rights under this Drug Policy. By my signature below I acknowledge that I am knowingly and voluntarily waiving my rights to (initial next to number if waiving any of the following rights):

1. Have a Union representative present at any meeting conducted by a supervisor(s) with me for the purpose of determining whether there is reasonable individualized cause to believe that I am abusing drugs and must submit to a urine test for the presence of drugs;
2. Have a Union representative present during the entire procedure when I give a urine sample for testing by the Borough's laboratory;
3. Give a second urine sample which the Borough's laboratory would keep frozen for six (6) months and, upon request by me or my Union, would submit for testing to another laboratory selected by my Union;

My waiver of any one of these rights is not a waiver of any other rights that I am entitled under this Policy.

Member Name (Print Name & date) _____

Member (Signature) _____

Borough Witness (Print Name & date) _____

Borough Witness (Signature) _____

Union witness (Print Name & date) _____

Union Witness (Signature) _____

DURATION

This agreement shall be in force and effect as of January 1, 2002 and shall remain in effect to and including December 31, 2006 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred and fifty (150) nor no later than one hundred and twenty (120) days prior to the expiration of this agreement of a desire to change, modify, or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Collingswood, New Jersey this

_____ day of _____, 2002.

**FOR THE BOROUGH
OF COLLINGSWOOD**

**FOR THE COLLINGSWOOD
FIRE OFFICERS
ASSOCIATION**

