

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWNSHIP OF VOORHEES

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL #3249

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

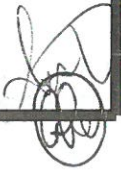
**(FIRE LIEUTENANTS)**

EFFECTIVE JANUARY 1, 2018 TO DECEMBER 31, 2021



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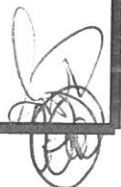


THIS AGREEMENT made and entered into this 30<sup>th</sup> Day of January, 2019, to take effect January 1, 2018, by and between the **TOWNSHIP OF VOORHEES**, a municipal corporation of the State of New Jersey, hereinafter referred to as "**Township**" and the **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #3249**, a labor organization, hereinafter referred to as "**Union**".

**WITNESSETH:**

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

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



**ARTICLE I**  
**RECOGNITION**

The Township hereby recognizes the International Association of Fire Fighters Local #3249, A.F.L.-C.I.O.-C.L.C. as the exclusive bargaining representatives for the unit of employees defined so as to mean Fire Lieutenants, Lieutenants, or Union members of the Fire Department of the Township of Voorhees.

**ARTICLE II**  
**NEGOTIATION PROCEDURES**

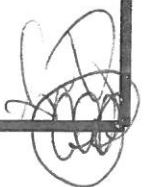
1. Pursuant to New Jersey Statutes Title 34 et seq., the Township of Voorhees agrees to enter into negotiations with the Union concerning terms and conditions of employment as defined by the New Jersey Public Employment Relations Commission.
2. The Township agrees to enter into collective negotiations with the representatives of the Union, which has been designated the sole and exclusive agent for collective negotiations for all ranks and classifications of Fire Lieutenants as defined in Article I - Recognition.
3. It shall be understood between the parties that only one Fire Lieutenant, from any single shift, shall be allowed to participate at negotiations with the Township at no loss of pay so as to minimize the impact on the scheduled work force.
4. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

5. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Union for the duration of this agreement.

### ARTICLE III

#### **UNION MEMBERS' RIGHTS AND PRIVILEGES**

1. Pursuant to N.J.S.A. Title 34, Public Laws, 1968, the Township hereby agrees that every employee of the Township shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
2. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates, his/her participation in any activities of the Union and its affiliates, collective negotiations with the Township or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
3. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.





**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

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

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

Step 1. The Union on behalf of an aggrieved Union member or Union members shall institute action under the provisions hereof within twenty (20) business days of the occurrence of the grievance. An earnest effort shall be made to settle the difference(s) with an informal discussion between a representative of the union, the aggrieved union member or member(s), and the member or member(s) immediate supervisor(s) for the purpose of attempting to resolve the matter informally. Failure to act within twenty (20) business days shall be deemed to constitute an abandonment of the grievance. The informal discussion and attempt to resolve

the grievance informally shall take place within five (5) business days of the grievance action being instituted. If a resolution of the grievance has not been reached within two (2) business days of the informal discussion, the grievance may proceed to Step 2.

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

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

Step 3. In the event a satisfactory settlement has not been reached at Step 2, the union may, within five (5) business days of the Chief or his designee's decision and notice of determination, file its written grievance with the Township Administrator. The Township Administrator shall notify the Union within five (5) business days of receipt of the grievance of his/her decision.

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

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

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

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

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

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

#### ARTICLE V

#### **SICK LEAVE**

1. Sick leave means the absence from duty of a Union member because of personal illness by reason of which such member is unable to perform the usual duties of the position because of exposure to contagious disease or other illness or in any emergency situation where because of a member in the immediate family (spouse and children) having an illness requiring the Union members to remain at home to care for same for the household.
  - a. Each Union member covered by this agreement shall receive sick leave pursuant to the Breakdown of time by each seniority level within Appendix A. Sick leave shall be cumulative year to year.
2. Sick leave shall not be charged to any employee when the Township is reimbursed for the employee's salary by worker's compensation.



3. The Township reserves the right to require acceptable medical evidence sustaining an illness. The employee agrees to cooperate with the Township including the execution of any medical authorization so as to permit the Township to verify the employee's illness.
4. The Township may require employees, upon return to work, to submit an independent medical examination in addition to the certification provided by the employee's doctor.
5. A Union member assigned to the Operations Division - Fire Suppression/Rescue Bureau will follow the time conversion attached to Appendix A, which allows for a conversion of the above sick hours to meet the schedule of the 24-hour shift.
6. A Union member assigned to an alternate position will have their sick time converted to match the schedule they are assigned; (8-hour shift, 10-hour shift, or 12-hour shift).
7. Employees, shall upon retirement, be reimbursed by the Township in cash payment for accrued sick leave, which will be converted back to an 8-hour day. This reimbursement shall be at the rate of 25% of the employee's highest daily hourly base salary rate at the time of retirement.

#### ARTICLE VI

#### INJURY LEAVE

1. In the event an employee becomes disabled by reason of injury, illness or disability from any cause and is unable to perform his/her duties, then in addition to any sick leave benefits provided for herein, he/she may be entitled to full pay for up to one (1) year pursuant to N.J.S.A. 40A:14-16.
  - a. It shall be understood pursuant to the above statute that the Township shall require verification of said injury, illness or disability by the Township physician.

2. Any employee who is injured while working must make an immediate report prior to the end of shift thereof to the immediate supervisor or as soon thereafter as possible.
3. In the event, any employee is granted said injury leave, the Township's sole obligation shall be to pay the employee the difference between his/her regular pay and any compensation, disability or other payments received from other sources. At the Township's option, the employee shall either surrender and deliver any compensation, disability or other payments to the Township and receive his/her entire salary payment or the Township shall only pay the difference.
4. Whenever possible, workers' compensation appointments shall be made during work hours. Reimbursements will not be made for medical appointments, physical therapy, etc. outside of normal work schedule.

#### ARTICLE VII

#### **MATERNITY & PATERNITY LEAVE**

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

## ARTICLE VIII

### **HOLIDAYS**

Union members covered by this agreement shall receive holiday time pursuant to the Breakdown of time by each seniority level within Appendix A.

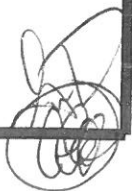
Unused holiday time, not to exceed 24 hours total, may be carried over into the new year for a ninety-day period, at which time the holiday time not used will be lost. Union members covered by this Agreement may sell back to the Township accrued holiday time, up to one week's pay per year.

1. A Union member assigned to the Operations Division - Fire Suppression/Rescue Bureau will follow the time conversion attached to Appendix A, which allows for a conversion of the above holiday hours to meet the schedule of the 24-hour shift.
2. A Union member assigned to an alternate position will have their Holiday Time converted to match the schedule they are assigned; (8-hour shift, 10-hour shift, or 12-hour shift).

## ARTICLE IX

### **VACATION**

1. Union members covered by this agreement shall be granted vacation leave pursuant to the Breakdown of time by each seniority level within Appendix A.
2. Union members covered by this Agreement may sell back to the Township unused vacation time, up to one week's pay, per year.
3. Vacations, holidays and personal days will not continue to accrue during period of work or non-work related disabilities that exceed ninety (90) consecutive days.
4. A one-time vacation bank, equivalent to one year of accumulated vacation time previously accumulated, (amount agreed upon between the parties) will be documented



and used throughout the Union members remaining career. If this bank goes unused, there will be no pay out upon retirement.

5. A Union member assigned to the Operations Division - Fire Suppression/Rescue Bureau will follow the time conversion attached to Appendix A, which allows for a conversion of the above holiday hours to meet the schedule of the 24-hour shift.
6. A Union member assigned to an alternate position will have their Vacation Time converted to match the schedule they are assigned; (8-hour shift, 10-hour shift, or 12-hour shift).

#### **ARTICLE X**

#### **TIME OFF REQUESTS**

Time off requests must be submitted in a reasonable amount of time, prior to the date that the employee is requesting off. Efforts will be made to approve employee's requests for time off, knowing that a denial continues to be at the discretion of the chief or their designee, based on the circumstances set forth in departmental policy PO-18-020.

#### **ARTICLE XI**

#### **RETIREMENT OR TERMINATION PRO-RATED REIMBURSEMENT**

Any employee covered under this agreement who terminates his/her employment with the Township shall be entitled to holiday and vacation leave reimbursement on a pro-rated monthly basis. The employee will be compensated for the difference between the pro-rated hours earned and the hours taken. An employee who is terminated by the Township for cause shall not be entitled to any accumulated leave on a pro-rated monthly basis. If the employee has taken more hours than hours earned, the difference will be deducted from his/her final pay.

**ARTICLE XII**

**ACTING OUT OF TITLE**

If the Department requires Lieutenants to act out of title in the future a policy will be set governing compensation, stipulations, and requirements.

**ARTICLE XIII**

**BULLETIN BOARD**

1. The Township shall provide a bulletin board for the posting of notices relating to matters and official business of all Union member organizations. Only material that has been approved by the Union's Executive Board shall be posted.
2. The Township reserves the right to remove any documentation that violates the Departments' Rules and Regulations and any other form of documentation that is meant to demean, criticize or discriminate against any person or employee of this Township.

**ARTICLE XIV**

**EXCHANGE OF DAYS OFF**

1. The Chief or his designee may grant any reasonable request of any member of the Department to exchange hours, tour of duty or days off.
2. It is understood that such exchange of days off shall not result in the Township incurring overtime liability or affecting the present staffing levels of each shift.

**ARTICLE XV**

**LEGAL REPRESENTATION**

1. The Township shall provide legal representation for any employee who has criminal or civil charges brought against him/her resulting from the performance of his/her duties provided that:



- A. The attorney is mutually agreed upon by the Township and the employee.
  - B. The attorney's hourly fees are consistent with the normal hourly fee charged in this area.
  - C. The hours spent in defending the employee are reasonable in regard to the charge against him/her.
  - D. Any excess in B and C above is the responsibility of the employee.
  - E. There is no conflict between the employee's defense and the Township's interest.
2. The Township agrees to cover each Union member with Liability Insurance in the minimum amount of One Million Dollars (\$1,000,000.00).
  3. Legal defense shall not be provided for an employee in a disciplinary hearing instituted against him/her by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the expense of his/her expense.
  4. It shall be understood that the above provision shall be in conformance as to existing Administrative Law or pertaining statutes.

**ARTICLE XVI**

**SALARIES**

|            | <b><u>2018</u></b> | <b><u>2019</u></b> | <b><u>2020</u></b> | <b><u>2021</u></b> |
|------------|--------------------|--------------------|--------------------|--------------------|
| Lieutenant | \$120,392.00       | \$122,799.00       | \$125,255.00       | \$127,760.55       |

## ARTICLE XVII

### **HOURS OF WORK AND OVERTIME**

The workweek for all Union members of this unit shall be set by the department via policy. All hours of work beyond either the standard workday or workweek shall be treated as follows:

1. For all hours of work beyond the Union members work day or work week, the Union members shall have the option of either accepting the work time as paid overtime or compensatory time which shall be calculated at the overtime rate of time and one-half (1 1/2) of the Union member's base salary.
2. Overtime increments shall be calculated as follows: first 30 minutes of any employee's shift shall be without compensation; greater than 30 minutes up to an hour shall constitute one hour; anything past an hour up to 30 minutes shall be at 1 1/2 hours, with each half hour increment being rounded upwards from that point. For example, 1 hour 10 minutes shall equal 1 1/2 hours of overtime; 1 hour 46 minutes shall equal 2 hours of overtime.
3. The parties agree that the work schedule set by the department shall remain in effect and unchanged for the duration of this agreement. Schedule changes may be instituted if an emergency is declared by the department head. All changes to the schedule will be communicated to the Union members with the reason for the change and the anticipated duration of the change. Upon the termination of the declared emergency, the original work schedule will be reinstated. Affected Union members

shall be given sufficient notification of any change in their schedule prior to implementation, accept in cases of emergencies.

4. The above calculations or equation shall be in conformance with the Fair Labor Standards Acts specifications on compensatory time and overtime time.
5. The Union member's workweek as assigned shall be worked in consecutive day's duration as well as his/her days off, which shall be consecutive as well.
6. Each Union members agrees to work 2763 (7K Exemption) hours per year. A shift with scheduled time over 2763 hours will be returned to the employee via Pool Time calculated at straight time, which is 172 hours of pool time, at the beginning of the year. The employee can use the pool time at their discretion, adhering to the department policy on time off approval.

#### ARTICLE XVIII

#### **COLLEGE CREDITS**

Payments will be made for college credits accumulated at the rate of seventy-five cents (\$.75) per credit per month. Employees will not receive compensation for credits in excess of One-hundred-twenty (120). A payment of \$650.00 annually will be made to employees with an Associate Degree in lieu of payment for college credits. A payment of \$1,080 will be made to employees with a Bachelor's Degree. Payment is to be made by November 30 annually. During an employees' first and last year of employment, payments will be paid out on a prorated basis.

**ARTICLE XIX**

**RETIREMENT, SEPARATION AND DEATH**

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

**ARTICLE XX**

**FUNERAL LEAVE**

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

**ARTICLE XXI**

**MILITARY LEAVE**

Military leave shall be granted pursuant to state and federal statutes and regulations and Department of Personnel Regulations.



**ARTICLE XXII**

**SCHEDULING OVERTIME**

A list of all Union members interested in working overtime will be made and when an overtime job is available the Union members on this list shall be called. The list shall be used in a manner such that when a Union member is offered overtime and either accepts or denies the overtime, on the next availability of overtime, the next Union member on the list shall be called as stated in departmental policy PD 17-008.

**ARTICLE XXIII**

**DUES DEDUCTION AND AGENCY FEE**

- A. The Township agrees to deduct from the salaries of its employees, dues for the Union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, 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 Union and verified by the Township Administrator during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change on the letterhead of the Union and signed by the President of the Union.



- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.
- E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Township Administrator and Union. 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 Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fee to the Union.
1. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union 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 Union shall be in the amount equal to the regular membership dues, initiation fees and assessments of the Union, less the costs of benefits financed through the dues and available only to the members of the Union, 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 Union 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 Township.

4. Upon written request, information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or bargaining unit member requesting same.

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

G. The Union shall indemnify, defend and save the Township 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 Union in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union.

#### ARTICLE XXIV

#### **CLOTHING AND UNIFORM ALLOWANCES**

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

shall be made after the submission of an appropriate voucher. All clothing purchases must be approved prior to purchase.

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

|      |                                |
|------|--------------------------------|
| 2018 | Initial Issued by the Township |
| 2019 | \$1,000.00                     |
| 2020 | \$1,000.00                     |
| 2021 | \$1,000.00                     |

#### ARTICLE XXV

#### **MEDICAL BENEFITS**

The Township will continue to provide health and prescription benefits pursuant to the terms of the New Jersey State Health Benefits Plan.

The Township and the Union incorporate the existing ordinance and coverage providing medical benefits to any Union members who retires from the Township and has completed twenty-five (25) years of service within the pension system as outlined by Township ordinance.

Healthcare contribution payments will be subject to state law, specifically, Chapter 78, P.L. 2011 and be paid in accordance to the Health Benefits Contribution Schedule established pursuant to said law. After the full implementation of the Health Benefit Contribution, the level of contribution shall remain at the fourth-year level (100% of the required contribution) during the term of this Agreement. Thereafter, in any successor contract, the contribution structure shall be negotiable, starting from the point of full implementation as required by law. All contributions shall be subject to Federal Section 125 Plan.

**ARTICLE XXVI**

**K-9 UNIT**

Any Union members assigned to the K-9 unit shall receive an additional stipend as follows to be paid once a year in November (prorated if necessary):

|      |            |
|------|------------|
| 2018 | \$ 4250.00 |
| 2019 | \$ 4250.00 |
| 2020 | \$ 4250.00 |
| 2021 | \$ 4250.00 |

**ARTICLE XXVII**

**COMPENSATORY TIME**

At no time during the term of this contract is accumulated compensatory time to exceed 200 hours. Personnel who notify the Township of their prospective retirement date 180 days prior to their termination will be permitted to use their accumulated compensatory time as terminal leave. Union members can apply to the Chief or his designee to exceed the 200-hour limit, where circumstances did not allow for its use. These requests will be handled on a case by case basis.

**ARTICLE XXVIII**

**PAYDAYS**

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

**ARTICLE XXIX**

**DURATION OF CONTRACT**

The term of this agreement shall be January 1, 2018 to December 31, 2021.

**ARTICLE XXX**

**MAINTENANCE OF BENEFITS**

This Agreement supersedes any and all other agreements, ordinances, resolutions and/or directives dealing with negotiable working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

**ARTICLE XXXI**

**FULLY BARGAINED AGREEMENT**

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

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

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

D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and



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

#### **ARTICLE XXXII**

#### **NON-DISCRIMINATION**

1. The Township agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the work place.
2. The Township and the Union agree not to interfere with the right of employees to become or not become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-membership.

#### **ARTICLE XXXIII**

#### **UNION BUSINESS**

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

**ARTICLE XXXIV**

**SEVERABILITY**

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

**ARTICLE XXXV**

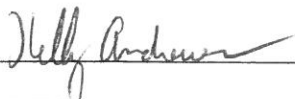
**DURATION, TERM AND RENEWAL**

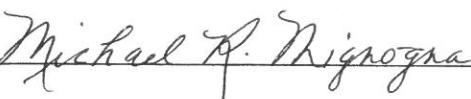
This Agreement shall be effective January 1, 2018 and shall remain in full force and effect through December 31, 2021. This Agreement shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, during the month of September in the final year of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

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

ATTEST:

TOWNSHIP OF VOORHEES

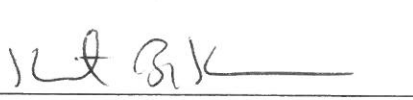
  
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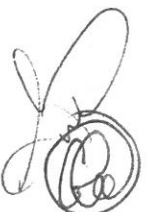
By   
\_\_\_\_\_

ATTEST:

IAFF Local #3249

  
\_\_\_\_\_

By   
\_\_\_\_\_



## VACATIONS

|   |                    |
|---|--------------------|
| During first calendar year of service:  | 10 hours per month |
| Through completion of four (4) years of service:  | 146 hours per year |
| Commencement of five (5) years of service up to completion of nine (9) years of service:          | 184 hours per year |
| Commencement of ten (10) years of service up to completion of fourteen (14) years of service:     | 199 hours per year |
| Commencement of fifteen (15) years of service up to completion of nineteen (19) years of service: | 236 hours per year |
| Commencement of twenty (20) years of service:   | 244 hours per year |
| Year of retirement:   | 289 hours per year |

## POOL TIME

*Based on giving pool time instead of Kelly for hours scheduled over 7K*

Annual pool time is 172 hours per calendar year

During the first calendar year of service members would receive 14 hours of pool time per month

## HOLIDAYS

All members will be granted 168 hours' holiday time annually.

During the first calendar year of service members will receive 12 hours per township recognized holiday during the months they work.

(Appendix A – Continued)

**Breakdown of time by each seniority level**

**First calendar year of hire**

Vacation – 10 hours per month  
Holiday – 12 hours per Township recognized holiday during their service months  
Sick Time – 180 hours  
Pool Time – 14 hours per month

**Year 2 Through completion of fourth year**

Vacation – 146 hours per year of employment  
Holiday – 168 hours per year of employment  
Pool Time – 172 hours per year of employment  
TOTAL – 486 hours per year of employment  
Sick Time – 180 hours per year of employment

**Year five through completion of nine years**

Vacation – 184 hours per year of employment  
Holiday – 168 hours per year of employment  
Pool Time – 172 hours per year of employment  
TOTAL – 523 hours per year of employment  
Sick Time – 180 hours per year of employment

**Year ten through completion of year fourteen**

Vacation – 199 hours per year of employment  
Holiday – 168 hours per year of employment  
Pool Time – 172 hours per year of employment  
TOTAL – 539 hours per year of employment  
Sick Time – 180 hours per year of employment

**Year fifteen through completion of year nineteen**

Vacation – 236 hours per year of employment  
Holiday – 168 hours per year of employment  
Pool Time – 172 hours per year of employment  
TOTAL – 576 hours per year of employment  
Sick Time – 180 hours per year of employment

(Appendix A – Continued)

**Commencement of year 20**



Vacation – 244 hours per year of employment  
Holiday – 168 hours per year of employment  
Pool Time – 172 hours per year of employment  
TOTAL – 584 hours per year of employment  
Sick Time – 180 hours per year of employment

**Year of retirement**

Vacation – 289 hours per year of employment  
Holiday – 168 hours per year of employment  
Pool Time – 172 hours per year of employment  
TOTAL – 629 hours per year of employment  
Sick Time – 180 hours per year of employment