

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWNSHIP OF VOORHEES
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3249
CAMDEN COUNTY, NEW JERSEY
(VOORHEES TOWNSHIP FIREFIGHTERS)



EFFECTIVE JANUARY 1, 2022- DECEMBER 31, 2026

MB
94

| Article | Title | Page |
|----------------|---|-------------|
| 1 | Recognition | 3 |
| 2 | Negotiation Procedures | 3 |
| 3 | Union Members' Rights and Privileges | 4 |
| 4 | Grievance Procedure | 5 |
| 5 | Sick Leave | 7 |
| 6 | Injury Leave | 8 |
| 7 | Maternity & Paternity Leave | 8 |
| 8 | Holidays | 8 |
| 9 | Vacation | 9 |
| 10 | Time Off Requests | 9 |
| 11 | Retirement or Termination Pro-Rated Reimbursement | 11 |
| 12 | Acting Out of Title | 11 |
| 13 | Bulletin Board | 12 |
| 14 | Exchange of Days Off | 12 |
| 15 | Legal Representation | 12 |
| 16 | Salaries | 13 |
| 17 | Hours Of Work and Overtime | 13 |
| 18 | Commercial Driver License | 16 |
| 19 | College Credits | 16 |
| 20 | Retirement, Separation and Death | 16 |
| 21 | Funeral Leave | 16 |
| 22 | Military Leave | 16 |
| 23 | Dues Deduction and Agency Fee | 17 |
| 24 | Clothing and Uniform Allowances | 17 |
| 25 | Medical Benefits | 18 |
| 26 | Health Care Waiver | 18 |
| 27 | Seniority | 18 |
| 28 | Compensatory Time | 18 |
| 29 | Paydays | 18 |
| 30 | Duration of Contract | 19 |
| 31 | Maintenance of Benefits | 19 |
| 32 | Fully Bargained Agreement | 19 |
| 33 | Non-Discrimination | 19 |
| 34 | Union Business | 20 |
| 35 | Severability | 21 |
| 36 | Duration, Term and Renewal | 21 |
| Appendix A | Vacations, Holidays, Breakdown of Time | 22 |
| Appendix B | Salary Guide | 25 |

MH
ML

THIS AGREEMENT made and entered into this _____ day of _____, to take effect January 1, 2022, by and between the TOWNSHIP OF VOORHEES, a municipal corporation of the State of New Jersey, hereinafter referred to as "Township" and INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, 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 1

RECOGNITION

The Township hereby recognizes the International Association of Firefighters 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 Firefighters, employees, or Union members of the Fire Department of the Township of Voorhees.

ARTICLE 2

NEGOTIATION PROCEDURES

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

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

ARTICLE 3

UNION MEMBERS' RIGHTS AND PRIVILEGES

1. Pursuant to N.J.S.A. Title 34. Public Laws. 1968, the Township hereby agrees that every employee of the Township shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.
2. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union and its affiliates, his/her participation in any activities of the Union and its affiliates, collective negotiations with the Township or his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
3. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
4. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such actions asserted by the Township or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
5. Whenever any employee is required to appear before any supervisor, Township Committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment or the salary or any increments pertaining thereto, then he/she shall be given written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview. Any

suspension of any employee pending charges shall be with pay until action is taken by the Department.

6. Any firefighter whose action may rise to charges by the department, either disciplinary or criminal, shall be advised prior to any hearing or meeting with any agents or agents of the Township or department. The affected firefighter shall be afforded all rights pursuant to U.S.C. decisions under Winegarten. No statement shall be taken without first advising the affected firefighter of the matter or matters in which he/she is under investigation for and the firefighter shall have full access to counsel in any hearing or internal investigation called for by the Department.
7. The Union shall be given copies of all new departmental rules and regulations prior to their adoption by the Township and/or Department. The Union shall be notified of any modification of any existing work rule prior to its adoption and shall have the right of review and notification to the department if this work rule is a term and condition of employment that must be negotiated prior to its implementation.
8. Each firefighter shall have the right to review the contents of his/her personnel files by the giving of reasonable notice to the Fire Chief. Upon completion of review by the firefighter, a receipt statement shall be initialed listing all documents contained within the personnel files and the date and time of the review. These documents shall remain as part of the firefighter's personnel files. The firefighter shall receive a copy of said list.

ARTICLE 4

GRIEVANCE PROCEDURE

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

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



4. Steps of the Grievance Procedures:

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

Step 2.

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

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

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

Step 4. In the event a satisfactory settlement has not been reached at the level of the Township Administrator, the Union may, within five (5) business days of receipt of the Administration decision, move the matter to arbitration. The grievance arbitration shall be governed by the New Jersey Public Employment Relations Commission. The selected arbitrator shall convene both parties in this matter to hear the affected grievance. The arbitrator shall be bound by the terms of the agreement and to the application of the facts presented to him/her at the grievance hearing. The decision of the arbitrator shall be issued within thirty (30) calendar days of the close of the hearing. The decision of the arbitrator shall be final and binding on both parties. The cost and service of the arbitrator shall be born equally by the Township and the Union. All other expenses of the arbitration proceedings shall be born by the party incurring said expenses.

Step 5. It shall be understood by the parties that either party's nonresponse to any level shall be deemed a no reply and the matter shall move to the next respective level of the procedure. It shall be understood by the Parties that all grievances shall be instituted at the level in which the appropriate relief shall be rendered. Time limits on all grievances shall only be extended by written correspondence and mutual agreement of both parties.

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

ARTICLE 5

SICK LEAVE

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.
2. 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.
3. Sick leave shall not be charged to any employee when the Township is reimbursed for the employee's salary by worker's compensation.
4. 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.
5. 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.
6. 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.
7. 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)
8. 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 6

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. 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 7

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 8

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 9

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 10

TIME OFF REQUESTS

1. Requests for time-off shall be submitted for approval at least forty-eight (48) hours prior to the time-off occurring. Members may also submit time off requests up to 12 hours prior to the start of the shift they are requesting off, but they must follow up the request with a phone call to the on-duty Battalion Chief for approval.

2. The Department may restrict time-off in order to ensure appropriate personnel levels for important Department functions. Important department functions shall be communicated in writing to the union and its members at the earliest possible time.
3. A time-off book shall be used to track advanced requests for paid time-off. The approval process for the paid time-off book will be as follows:
 - a. One time-off book will be maintained for each platoon. Firefighter time off will be tracked separately from fire officer time off.
 - b. The firefighters time-off book will circulate through all firefighters on a platoon twice.
 - c. The number of firefighters permitted off on Vacation, Holiday, Pool, Forever or Compensatory Time per 24-hour shift, when the time-off book is circulated, is two (2) firefighters.
 - d. During the first rotation, all firefighters will be permitted to request two (2) weeks of time off. A week shall consist of any shifts between Sunday and Saturday of each week requested.
 - e. The time-off book will circulate through all firefighters on a platoon beginning with the most senior firefighter, followed by the next most senior firefighter, etc., until ending with the least senior firefighter.
 - f. After all firefighters assigned to a platoon have had the opportunity to request two (2) weeks of paid time off, the time off book will then begin circulating through the platoon for a second time.
 - g. During the second rotation, all firefighters will be permitted to request a maximum of ten (10) additional twenty-four (24) hour shifts off. The second circulation of the time-off book will also begin with the most senior firefighter, followed by the next most senior firefighter, etc., until ending with the least senior firefighter.
4. After the time-off book is circulated twice, firefighters may be request additional time off on any 24-hour shift if less than two (2) firefighters have already been approved off for Vacation, Holiday, Pool, Compensatory or Forever time on the shift being requested. Requests for additional time off will be made to the Battalion Chief assigned to each platoon.
 - a. Requests for additional time off will be approved on a first come, first served basis. Such requests for time off will be subject to the minimum staffing level of seven (7) fire suppression personnel per shift, as established pursuant to the managerial prerogative of the fire department, being maintained without the need for overtime. A Battalion Chief receiving a time-off request shall review and answer the request as approved or denied as soon as possible but no more than three (3) calendar days after the request. Such requests for time off will not be unreasonably denied.



5. When more than one firefighter requests the same time off simultaneously, the greatest seniority will prevail.
6. Firefighters will not be permitted to submit requests for time off in excess of their available time off banks.
7. Once a firefighter has been approved for time off, seniority will not be grounds for denying or rescinding previously approved time off.

ARTICLE 11

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 12

ACTING OUT OF TITLE

1. Any Firefighter who is asked to perform and does perform the work duties of a Firefighter of higher rank, during the period January 1, 2022 through and including October 14, 2022, shall receive a yearly stipend. All stipend payment for higher rank service shall be made one time a year in the month of November. The minimum qualifications and number of Firefighters eligible for the stipend will be set via a policy PD-18-002.
2. The stipend amount to be paid to a Firefighter, pursuant to Paragraph 1 of this article, will be \$6,000.00 and will be prorated based on the number of months served prior to the November payment.
3. Effective January 1, 2023, a Firefighter assigned to temporarily work as an Acting Fire Captain during the Firefighter's regularly scheduled tour of duty will be compensated the regular hourly rate of pay for a Fire Captain for all hours worked at the higher rank.
4. Effective January 1, 2023, a Firefighter assigned to work overtime as an Acting Fire Captain will be compensated the overtime rate for a Fire Captain for all hours worked at the higher rank.
5. Compensation, pursuant to Paragraphs 3 and 4 of this article, for acting out of title work performed between November 1 through October 31 of a given year, will be paid one

time per year in the month of November immediately after the end of the tracking period.

6. Any firefighter provisionally appointed to a fire officer rank pursuant to New Jersey Civil Service Commission regulations will be compensated at the applicable rate for the higher rank for all hours worked. Compensation for work performed in a provisionally appointed title will be added to and paid with the firefighter's regular pay.

ARTICLE 13

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 14

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 15

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 16

SALARIES

All current Firefighters that are slotted and as set forth in Appendix B below shall receive the posted wage on each January 1st. After December 31, 2021, all current Firefighters will be entitled to advance to the next step on the wage guide on January 1, 2022 and will continue to do so annually until top step is reached. New employees hired shall receive the Probationary rate for one (1) year followed by Step 1 for the remainder of that calendar year. Thereafter, the Firefighters shall move to Step 2 on January 1st of the next year.

Notwithstanding the above, the Township has the authority to hire Firefighters, through the Civil Service Intergovernmental Transfer Program and place them at a step no greater than Step 3. Those Firefighters shall move to the next step on the following January 1s and continue to do so annually until top step is reached.

ARTICLE 17

HOURS OF WORK AND OVERTIME

Fire suppression personnel are assigned on a 3 platoon rotating schedule consisting of 24 hours work followed by 48 hours off. The reporting time shall be 0700 HOURS. The 24 hour shift shall be split into (2) 12 hour blocks for scheduling purposes. 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 workday 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, etc.
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 Chief or his designee. 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, except in cases of emergencies.
4. Calculations of work hours, overtime pay, and compensatory time shall conform with the Fair Labor Standards Act.
5. Each bargaining unit member will receive 172 hours of Pool Time effective January 1 of each year to offset scheduled hours beyond the maximum permitted pursuant to the Fair Labor Standards Act. An employee can use the pool time at their discretion, pursuant to procedure outlined within Article 10 – "Time Off Requests" of this agreement. Any unused pool time will be converted to comp time in the next year.
6. Overtime will be offered and assigned on a fair and equitable basis. The following procedure will govern firefighter overtime assignments:
 - a. Voluntary and involuntary overtime lists shall be maintained and utilized when firefighter overtime is determined to be necessary. The Voluntary Overtime List shall be utilized first to fill overtime needs. The Involuntary Overtime List shall be utilized if use of the Voluntary Overtime list has not filled the overtime need(s).
 - b. All overtime lists shall be continuous and shall not be reset based upon personnel shift changes or with the change of the calendar.



- c. Firefighters will appear on the Voluntary Overtime List in order of their seniority beginning with the most senior firefighter employee, followed by the next most senior firefighter employee, etc.
- d. Firefighters shall appear on the Involuntary Overtime List in reverse order of their seniority beginning with the least senior firefighter employee, followed by the next least senior firefighter employee, etc.
- e. The firefighter appearing on the Voluntary Overtime List as being "next up" for overtime will be first offered the opportunity to work. If the firefighter accepts overtime, the firefighter shall be moved to the bottom of the overtime list. If the firefighter declines offered overtime, the firefighter shall be moved to the bottom of the overtime list. A firefighter's failure to answer a phone call, respond to a text or otherwise answer an attempt to contact him / her for overtime shall constitute a declining of the voluntary overtime. If a firefighter accepts overtime that is later canceled by the employer, the firefighter shall be restored to the top of the overtime list. If a firefighter accepts overtime and later rescinds his or her acceptance, the firefighter shall be placed at the bottom of the list. The procedure outlined within this paragraph shall continue until overtime needs are filled or all employees on the Voluntary Overtime list have been contacted and the list is exhausted.
- f. Notifications of opportunities to work voluntary overtime shall be made via the department's computerized scheduling software. A reasonable deadline for members to respond to overtime opportunity notifications will be provided and included within the issued notification.
- g. If overtime needs have not been filled via use of the Voluntary Overtime List, the Involuntary Overtime List shall be utilized. The firefighter appearing on the Involuntary Overtime List as being "next up" for involuntary overtime will be first assigned the involuntary overtime. When a firefighter is assigned mandatory overtime, the firefighter will be placed at the bottom of the mandatory overtime list. A firefighter assigned to work involuntary overtime shall remain at the bottom even if the involuntary overtime is later canceled by the employer. The procedure outlined within this paragraph shall continue until overtime needs are filled or all employees on the Involuntary Overtime List have been contacted and the list is exhausted.



ARTICLE 18

COMMERCIAL DRIVER LICENCE

Effective January 1, 2022, the Township will not require firefighters to obtain or maintain a Commercial Driver Licenses (CDL). Unless mandated by law, should the Township restore the requirement for firefighters to obtain and maintain a Commercial Driver License, the Township and Union will negotiate regarding the subject.

ARTICLE 19

COLLEGE CREDITS

Payments shall be made for college credits accumulated at the rate of one dollar (\$1.00) per credit per month. Employees will not receive compensation for credits more than One-hundred-twenty (120) college credits. Payment is to be made by November 30 annually.

ARTICLE 20

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 21

FUNERAL LEAVE

The Township shall allow a maximum 36 consecutive paid hours of absence to any Union members for death in the immediate family "Immediate Family" must 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 22

MILITARY LEAVE

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

ARTICLE 23

DUES DEDUCTION

- 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.

ARTICLE 24

CLOTHING AND UNIFORM ALLOWANCES

1. All employees covered by the terms of this agreement shall be supplied with an initial issue based on their assignment and policy.
2. All necessary NFPA Compliant Personal Protective Equipment (PPE) will also be supplied. In addition, clothing, and personal protective equipment damaged or destroyed in the line of duty shall be replaced at no expense to the employee.
3. All Employees will receive a clothing allowance in the amount of \$1,250.00 per calendar year which will be issued to purchase clothing and equipment. Taxes will be deducted from the clothing allowance unless receipts for approved items are provided to the Department.
4. Clothing allowance shall be paid to employees in January of each year.



ARTICLE 25

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.. 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 26

HEALTH CARE WAIVER

Any employee may choose to waive the medical health care package offered by the Voorhees Township Fire Department, and thereby shall receive cash compensation up to the amount of \$5,000.00 in lieu of enrollment in the healthcare plan. Compensation shall be paid in the first paycheck of each December.

Article 27

SENIORITY

The seniority of a Fire Fighter will be determined by the employee's date of permanent appointment as a Fire Fighter. Effective 1/1/2022, continuous service shall be broken by only resignation, suspension, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the (Civil Service) Eligibility List.

ARTICLE 28

COMPENSATORY TIME

At no time during the term of this contract is accumulated compensatory time to exceed 300 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.

ARTICLE 29

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 30

DURATION OF CONTRACT

The term of this agreement shall be January 1, 2022 to December 31, 2026.

ARTICLE 31

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 32

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 33

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 34

UNION BUSINESS

1. Authorized representatives of the Association will be granted administrative leave with pay to attend conventions of the Professional Firefighters Association of New Jersey and the International Association of Fire Fighters in accordance with the provisions of N.J.S.A. 40A: 14-177.
2. Authorized union representatives will receive relief from duty without loss of pay for the purpose of attending to contract administration, grievance processing or other union business relating to Voorhees Township bargaining units on an as needed basis. The union representative must request the advanced approval of the Fire Chief or the Chief's designee as soon as reasonably possible. Such request will not be unreasonably denied.
3. Upon the request of the Association President or the President's designee, a maximum duties, without loss of pay, to participate in negotiations sessions and other meetings relating to negotiation of a successor to this Agreement. Such representatives shall attend negotiations and other meetings, if on duty, in the appropriate uniform and be available for duty in the event the need arises. Reasonable notice of a request to be excused from duty shall be provided by the Association.
4. Authorized representatives of the Association, whose names shall be filed in writing with the Township shall be permitted to visit any fire facility within Voorhees Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individuals designated by the Township in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Association representative shall be granted such permission. The Association representative shall not interfere with the normal conduct of work within the fire facility.
5. Upon the request of the Association President, or the President's designee, on duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without loss of pay when meetings are held at a Voorhees Township fire station or other location mutually agreed upon by the Association and the Fire Chief or the Chief's designee. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.



ARTICLE 35

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 36

DURATION, TERM AND RENEWAL

This Agreement shall be effective January 1, 2022, and shall remain in full force and effect through December 31, 2026. All terms and conditions within this agreement must be retroactive to January 1, 2022; unless other conditions noted in a specific article. This Agreement must automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, during the month of September in the final year of this agreement, that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin within thirty (30) calendar days after such notification. This Agreement shall remain in full force and effect during the period of negotiations. In Witness here to, the parties hereto have affixed their hands and seals or caused their corporate seal to be affixed the day, month and year first above written.

ATTEST:

Dee Ober

TOWNSHIP OF VOORNHEES

By:

Michelle M. Merguina

ATTEST:

Gerald Anttalle

By:

IRA S. Kenny
PRESIDENT, FAFF LOCAL 3249

Handwritten initials/signature

Appendix A

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

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
- Pool Time – 14 hours per month
- Sick Time – 180 hours

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



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

A handwritten signature in black ink, appearing to be 'H. J. G.', located in the bottom right corner of the page.

Appendix B – Firefighter Salary Guide

| | 2022 | 2023 | 2024 | 2025 | 2026 |
|------------------|--------------|--------------|--------------|--------------|--------------|
| Probation | \$45,929.52 | \$46,848.11 | \$47,785.07 | \$48,740.77 | \$50,081.15 |
| Step 1 | \$51,246.00 | \$52,270.92 | \$53,316.34 | \$54,382.67 | \$55,878.19 |
| Step 2 | \$53,808.56 | \$54,884.73 | \$55,982.43 | \$57,102.07 | \$58,672.38 |
| Step 3 | \$56,498.00 | \$57,627.96 | \$58,780.52 | \$59,956.13 | \$61,604.92 |
| Step 4 | \$59,322.64 | \$60,509.09 | \$61,719.27 | \$62,953.66 | \$64,684.89 |
| Step 5 | \$62,289.76 | \$63,535.56 | \$64,806.27 | \$66,102.39 | \$67,920.21 |
| Step 6 | \$65,403.52 | \$66,711.59 | \$68,045.82 | \$69,406.74 | \$71,315.42 |
| Step 7 | \$68,674.32 | \$70,047.81 | \$71,448.76 | \$72,877.74 | \$74,881.88 |
| Step 8 | \$72,107.36 | \$73,549.51 | \$75,020.50 | \$76,520.91 | \$78,625.23 |
| Step 9 | \$75,713.04 | \$77,227.30 | \$78,771.85 | \$80,347.28 | \$82,556.83 |
| Step 10 | \$79,498.64 | \$81,088.61 | \$82,710.39 | \$84,364.59 | \$86,684.62 |
| Step 11 | \$83,473.52 | \$85,142.99 | \$86,845.85 | \$88,582.77 | \$91,018.79 |
| Step 12 | \$87,647.04 | \$89,399.98 | \$91,187.98 | \$93,011.74 | \$95,569.56 |
| Step 13 | \$92,029.60 | \$93,870.19 | \$95,747.60 | \$97,662.55 | \$100,348.27 |
| Step 14 | \$96,631.60 | \$98,564.23 | \$100,535.52 | \$102,546.23 | \$105,366.25 |
| Step 15 | \$101,462.40 | \$103,491.65 | \$105,561.48 | \$107,672.71 | \$110,633.71 |
| Step 16 | \$111,953.92 | \$114,193.00 | \$116,476.86 | \$118,806.40 | \$122,073.57 |

The salary guide reflected within this appendix represents increases to the guide as follows:

Four percent (4%) effective and retroactive to January 1, 2022.

Two percent (2%) effective and retroactive to January 1, 2023.

Two percent (2%) effective January 1, 2024.

Two percent (2%) effective January 1, 2025.

Two and three quarters percent (2.75%) effective January 1, 2026.

