

Revised: February 17, 2005

AGREEMENT

BETWEEN

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NUMBER 13
CHERRY HILL TOWNSHIP
CAMDEN COUNTY
NEW JERSEY**

AND

**CAMDEN COUNTY UNIFORMED
FIREFIGHTERS ASSOCIATION
I.A.F.F. LOCAL NO. 3249
AFL - CIO / CLC**

(CHERRY HILL EMERGENCY MEDICAL TECHNICIANS)

January 1, 2004 through June 30, 2005

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PREAMBLE

This Agreement is entered into this _____ day of _____, 2005 by and between **BOARD OF FIRE COMMISSIONERS FOR CHERRY HILL TOWNSHIP DISTRICT NO. 13** in the County of Camden, New Jersey, a municipal body of the State of New Jersey (hereinafter referred to as the "Board"), and **CAMDEN COUNTY UNIFORMED FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL NO. 3249, AFL-CIO/CLC** (hereinafter referred to as the "Local"), represents the complete and final understanding on all bargaining issues between the Board and the Local Represented EMTs.

PURPOSE

This Agreement is entered into with the Board to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Local represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District Number 13 and the Township of Cherry Hill, the Board of Fire Commissioners District Number 13 and its employees.

ARTICLE I

RECOGNITION

A. The Board recognizes the Local as the representative for the purpose of collective negotiations for all full time and regular part-time Emergency Medical Technicians and Paramedics employed by the Board.

B. Unless otherwise indicated, the terms "Member", "Members", "Employee" or "Employees" when used in this Agreement, refer to all persons represented by the Local in the above defined negotiating unit.

C. This Agreement excludes the Fire District Number 13 Director of EMS, Chief of EMS and all other employees of the Board not specifically enumerated above.

D. For the purposes of this contract, the regular part-time EMTs are Lynn Weinstein & EMT Kathy Wilson.

ARTICLE II

NON-DISCRIMINATION

There shall be no discrimination by the Board or the Local against any employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in the Local, and participation or the lack thereof in legal Local activities as permitted herein. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal Laws.

ARTICLE III

LOCAL RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Local, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Cherry Hill Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individual designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) on duty authorized Local representative shall be granted such permission without loss of pay. Local representative(s) shall not unreasonably interfere with the normal conduct of the work within the fire facility.

B. Official representatives of the Local will be granted administrative leave with pay in accordance with contract provisions covered in this agreement.

C. Up to a maximum of two (2) authorized Local Representatives shall be excused from their normal duties without loss of pay to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement. Such representatives shall attend negotiations sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

D. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local upon written authorization to the Board by the employee. The Board shall

forward a copy of any written refusal to the Local and maintain a file of written refusals by members to authorize the Board to forward such documents to the Local. Copies of all disciplinary charges or notices relating to disciplinary action shall be furnished to the President or Shop Steward of the Local against any member or non-member within 72 hours of the presentation of charges.

E. The Local will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Local recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.

F. Members of the Local shall be permitted to attend Local Meetings in their Local response district within Fire District 13 while on duty without loss of pay. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance shall be granted by the member(s) on-duty shift commander, but may be reasonably denied.

G. 1. The President, or designee, and the State delegate(s) of the Local shall be granted administrative leave not to exceed an aggregate of ten (10) days per annum for attendance at meetings of the Professional Firefighters Association of New Jersey and/or the International Association of Fire Fighters. The Local shall submit a written explanation for the purpose of attending said affairs upon request of the Board representatives.

2. Employees elected or appointed by the Local as

delegates shall be granted administrative leave with pay consistent with the provisions of N.J.S.A. 40A:14-177.

H. The Shop Steward/Representative shall be present when it is felt by the employee that he/she is being questioned for discipline or investigation purposes.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Board and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board;

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

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized;

4. To hire all employees, to promote, transfer, assign or retain employees in positions with the Board;

5. To suspend, demote, discharge or take any other

appropriate disciplinary action against any employee for good and just cause according to law, and subject to the grievance procedure;

6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive.

7. To take all reasonably necessary actions to carry out its mission in emergencies.

B. Pursuant to the Laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V

LEAVE OF ABSENCE

A. Leave of absence without pay in the discretion of the Board may be granted for good cause to any present employee or any future employee who has been employed for a period of one (1) year. This leave of absence will be limited to a maximum of one (1) year.

B. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXI. However, if the employee wishes that coverage to be extended to him during that leave, the Board will provide said coverage. The fee for the coverage must be reimbursed by the employee prior to the Board being billed.

C. The time period during a leave of absence will not be credited towards that employee's years of service.

D. The Board shall reinstate the employee to the position held and restore all compensation and benefits immediately upon return from any leave of absence.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Board's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

B. Neither the Local nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, sickout, walkout, or other illegal job action against the Board.

C. The Local agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Board.

D. In the event of a strike, slowdown, work stoppage, sickout, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under the Agreement shall entitle the Board to take legal and statutory remedies.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for

injunction or damages, or both in the event of such breach by the Local or its members.

F. 1. Upon the occurrence of a "sick out", each member who has reported in sick shall be examined by a physician of his choice within twenty-four (24) hours of the time reporting sick and such member shall submit a report from said physician indicating the nature of the employee's illness and recommendations therefore. Said report is to be delivered to the Chief of Fire District 13 within twenty-four (24) hours of the time of his examination by his physician. The Chief shall have the option to request the employee be examined by a physician of the Chief's choice with the cost to be borne by the Board. A "sick out" shall be defined as a majority of the members scheduled for duty at any given time reporting in sick.

2. A determination of whether such employee is of sufficient good health to carry out his assigned duties shall be made by the Chief of Fire District 13 taking into account said physician's report and recommendations. A determination that such employee is not of sufficient good health to carry out his assigned duties shall be an excused absence.

3. In the event that the Chief of District 13 determines that the employee was in sufficient good health to carry out his assigned duties, said employee shall be subject to disciplinary action up to dismissal. Procedures as outlined in the District's Policies and Procedures Manual shall govern except that the Board's decision may be appealed to Binding Arbitration. Any appeal must

be filed pursuant to the Grievance Procedure. For the purposes of this Article, the date of occurrence for any potential grievance shall be the date of the Board's decision. The Arbitrator shall be chosen in accordance with the rules of the Public Employees Relation Commission. The costs shall be borne equally between the Board and the appealing party.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE

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

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resort to the Grievance Procedure.

B. 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 employee, the Local on behalf of an individual or a group of employees, or the Board.

C. STEPS OF THE GRIEVANCE

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

1. STEP ONE.

The Local on behalf of any aggrieved employee or

employees or the Board shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor, for the purposes of resolving the matter informally. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within five (5) calendar days of the informal discussion, the grievance may proceed to STEP TWO.

2. STEP TWO.

a. In the event a satisfactory settlement has not been reached at STEP ONE, the grievant may within ten (10) calendar days of the immediate supervisor's decision, file his written grievance with the Chief of District 13. The written grievance at this Step shall contain the relevant facts and the summary of the preceding oral discussion, the applicable section of the Agreement violated, and the remedy requested by the grievant.

b. The Chief of Fire District 13 shall review the matter and submit a determination in writing within ten (10) calendar days of receipt of the grievance.

3. STEP THREE.

a. In the event a satisfactory settlement has not been reached at STEP TWO, the Association may within five (5) calendar days of the Chief's decision, file his written grievance with the Board of Fire Commissioners. Referral of grievance at this Step shall contain and include copies of all documents previously submitted by and between the parties.

b. The Board of Fire Commissioners shall review the decision of the Chief and within ten (10) calendar days from the receipt of the grievance make a written determination.

4. STEP FOUR.

a. In the event the grievance has not been resolved at STEP THREE, the Local may within thirty (30) calendar days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of PERC.

b. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event the Association elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Local shall pay whatever costs it may have incurred in processing the case to arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, subtract from, or otherwise modify this Agreement (or any amendment or supplement thereto) or

render any decision in conflict with this Agreement. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

d. The costs for the services of the arbitrator shall be borne equally by the Local and the Board, unless the Local elects to withdraw, in which case and fees of PERC, shall be paid by the Local. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

e. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) calendar days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

5. No response at any step in this procedure by the Board or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits the grievance may proceed to the next step.

6. Group grievances which shall be defined as those affecting "substantially" all of the Local represented employees shall be filed by the Local and by the Local only at STEP THREE.

7. Time limits may be extended by the parties by written mutual agreement.

ARTICLE VIII

COMPENSATION

A. Salaries for all bargaining unit members are set forth in Appendix A.

1. All advancements from Probationary EMT through Senior EMT status shall take effect on the employee's anniversary date (i.e. The employee's first day of work) with advancement occurring on consecutive years.

2. Effective the first pay period in January, 2005, each member of the bargaining unit will receive a one (1) time payment of \$750.00. This payment is not to be included in the member's base salary.

B. Each member of the bargaining unit who has completed four (4) full years of continuous service, excluding one (1) year probationary period, shall receive longevity pay as follows:

1. Longevity Scale

Beginning 60 months - 84 months inclusive	4.0% of annual base;
Beginning 8 - 10 years inclusive	5.0% of annual base;
Beginning 11 - 15 years inclusive	6.0% of annual base;
Beginning 16 years until retirement	7.0% of annual base;

2. Such longevity pay shall begin on the employee's anniversary date (beginning 60 months of Cherry Hill Fire Department service or Township service for those EMS employees presently transferring from the Township) up to their retirement or separation. Longevity pay shall be paid in regular pay periods as stated in Section C.

C. Under normal circumstances, payroll will be distributed every other week at 1500 hours on Thursdays. Overtime will be paid every other week with regular pay.

ARTICLE IX

SICK LEAVE

A. 1. Paid sick leave shall be earned at the rate of 108 hours, or nine (9) twelve (12) hour shifts or 96 hours or twelve (12) eight (8) hour shifts per year. Unused sick leave shall accumulate year to year of employment.

2. Sick leave is defined as a temporary inability to perform one's duties by reason of personal injury, illness or disease.

3. In utilizing sick leave for non service connected injury, illness, or disease, the sick time earned in the year in which the employee is injured or ill shall be used first. After the current year's sick leave is exhausted, non service connected illness or injury shall be charged against accrued, unused, sick time.

4. For all employees, unused sick leave shall accumulate without limitation from year to year of employment.

B. SICK INCENTIVE PLAN

1. Members who utilize less than the after mentioned amounts of sick leave will be entitled to the following sick incentive on an annual basis. This incentive will run in conjunction with annual leave January to December and will be paid in the next pay period after January 30th of each year.

2. For purposes of this incentive utilizing a portion of a day will constitute a sick day.

40-Hour Members	"0" days -	\$1,000
	"2" days -	\$750
	"4" days -	\$500

C. LEAVE FOR FAMILY MEMBERS

1. All family leave will follow Federal (FMLA) and State (FLA) Laws, which provisions are covered in the Department's Policy Directive on FMLA.

2. The Department hereby incorporates all of the terms of its Family and Medical Leave Policy.

D. CHILD BIRTH

1. Male members of the bargaining unit are entitled to use forty (40) hours for eight (8) hour employee shifts or forty-eight (48) hours for twelve (12) hour employee shifts for the birth of a child. This will include those tours from the day of delivery forward. Any work days within this period will come from the member's sick leave.

2. Female members of the bargaining unit are entitled to five (5) work days Maternity Leave. This will include those tours from the day of delivery forward. This leave is independent of the member's sick leave.

E. Employees shall be required to furnish a doctor's certificate to substantiate requests for approval of sick leave, when sick leave exceeds two (2) consecutive work days, for twelve (12) hour members and three (3) consecutive work days for eight (8) hour members.

ARTICLE X

EMT RECERTIFICATION

A. The recertification cycle for an EMT as defined by the Department of Health and Senior Services is a three (3) year period.

B. During this three (3) year cycle an EMT must obtain twenty-four (24) core and twenty-four (24) elective CEU's for a total of forty-eight (48) CEU's.

C. The Board will compensate each EMT sixteen (16) hours of premium pay each year to maintain their EMT Certification. This compensation shall be payable the first pay period in December.

D. Each EMT will provide the Chief of Training with copies of their renewed EMT card when it is received from the Department of Health.

E. EMT's will balance their CEU recertification over the three (3) year period.

ARTICLE XI

ADVANCED LIFE SUPPORT

A. The Board of Fire Commissioners reserves the right to provide Advanced Life Support Medical Services to Cherry Hill Township, and to require Paramedic Certification as a condition of hire or continued employment for future Emergency Medical Services employees. Employees hired after January 1, 2005 and holding a Paramedic certification will be required to maintain that certification as a condition of continued employment.

B. If the Board of Fire Commissioners decides to require Paramedic Certification as a condition of initial and/or continued employment, any full-time EMT hired or before January 1, 2005 shall not be required to obtain Paramedic certification as a condition of continued employment.

C. Members of the bargaining unit that have Paramedic certification will be compensated at the rate of \$250.00 per month. This compensation will be calculated into the member's base pay.

ARTICLE XII

EXCHANGES OF HOURS OF DUTY

A. The request for exchange of hours of duty by an employee with another employee may be granted by the Fire Chief or his designee, provided such request has been made through channels and is in conformance with the needs of the District.

B. In volunteering to exercise the provisions of this Article, no employee shall work more than two (2) shifts and the provisions of Article XII shall not apply to the second shift unless the employee is ordered to work hours in excess of his shift, in which case Article XII shall be applicable to those excess hours. Such exchange of duty hours shall not be authorized should same create an overtime situation.

C. Exchange of hours of duty by an employee with another employee will be limited during each 28-day cycle as follows:

12-hour employee	-	24 total hours
8-hour employee	-	16 total hours

D. No employee shall work more than eighteen (18) consecutive hours of a mutual exchange of hours or more than six (6) hours between regularly scheduled shifts.

E. Request for approval must be in writing and submitted forty-eight (48) hours in advance of the start of the affected shifts to the Director of EMS.

ARTICLE XIII

HOURS AND OVERTIME

A. The normal work cycle for full time employees will consist of three (3) thirty-six (36) hour work weeks and one (1) forty-eight (48) hour work week in a twenty-eight (28) calendar day period.

B. The work schedule for full time employees will follow one of the following patterns of duty tours:

1. Two (2) twelve (12) hour tours of duty worked, followed by forty-eight (48) hours off, followed by three (3) twelve (12) hour tours of duty worked, followed by forty-eight (48) hours off, followed by two (2) twelve (12) hour tours of duty worked, followed by seventy-two (72) hours off, followed by two (2) twelve (12) hour tours of duty worked, followed by forty-eight (48) hours off, followed by three (3) twelve (12) hour tours of duty worked, followed by seventy-two (72) hours off, followed by two (2) twelve (12) hour tours of duty worked, followed by seventy-two (72) hours off.

2. Forty-eight (48) hours off, followed by two (2) twelve (12) hour tours of duty worked, followed by seventy-two (72) hours off, followed by two (2) twelve (12) hour tours of duty worked, followed by forty-eight (48) hours off, followed by three (3) twelve (12) hour tours of duty worked, followed by forty-eight (48) hours off, followed by two (2) twelve (12) hour tours of duty worked, followed by seventy-two (72) hours off, followed by three (3) twelve (12) hour tours of duty worked, followed by forty-eight (48) hours off, followed by three (3) twelve (12) hour tours of

duty worked.

3. A given shift pattern may differ slightly based upon the start and ending of the work cycle.

C. 1. The Fire District shall retain its managerial prerogative to schedule employees off duty for one (1) tour of duty during the twenty-eight (28) calendar day work cycle in order to maintain the work weeks outlined in Paragraph A.

2. The Fire District may, at its sole discretion, also maintain a forty (40) hour per week schedule for full time employees.

D. The Fire District reserves onto itself and retains its full managerial prerogative regarding this subject.

E. It is mutually understood that the Fair Labor Standards Act requires employers to pay overtime compensation to employees in Emergency Medical Services when more than forty (40) hours are worked within a seven (7) day work period. Understanding that the present work schedule requires employees on a rotational basis to work more than forty (40) hours in a seven (7) day period on an occasional basis the employee's base salary incorporates compensation for those hours in excess of forty (40) hours in a seven (7) day period on the basis on the basis of one and one-half (1 ½) times the employee's regular hourly rate. Meal and break time are included within the twelve (12) and eight (8) hour tours of duty.

F. Employees may be recalled to duty and shall be compensated for such recall by either premium pay or compensatory time computed at a rate of time and one half (1 ½), which election shall

exclusively be made by the employee. The hourly rate for overtime purposes shall be calculated by dividing the employee's annual salary by 2080. Employees shall be paid a minimum of two (2) hours, regardless of actual time recalled to duty. Premium pay or compensatory time owing to the employee hereunder shall be computed by reference to the hourly rate computed on a standard forty (40) hour work week. Employees will be listed by Department seniority.

G. Compensatory time earned must be utilized on or before the end of the calendar year in which it is earned. If any employee has any compensatory time accumulated at the end of the year, he or she shall be paid for such time at his or her rate of pay the last pay period in the year.

H. An employee shall be entitled to utilize earned and/or accumulated compensatory time with the approval of the Fire Chief, or such other individuals designated by the Board in writing to perform such task, in accordance with staffing, which approval shall not be unreasonably withheld. An employee who elects to receive premium pay in lieu of compensatory time shall receive such pay within the pay period the overtime occurred or the following pay period.

I. An employee shall receive no overtime compensation for the first fourteen (14) minutes of overtime per week. Upon attaining fifteen (15) minutes of authorized overtime in a week above the scheduled hours of work, the employee shall be compensated for all overtime worked that week. Overtime compensation shall be compensated in fifteen (15) minute intervals thereafter. The overtime rate of pay for all employees will be one and one-half (1

½) times the employee's regular hourly rate.

J. Daylight Savings Time.

It is agreed that no adjustment to employees' time records will be made as a result of time extended in the Fall, nor will an adjustment be made to time lessened in the Spring, as a result of changes in the clock.

K. EMTs shall be offered overtime on a rotational basis. If sufficient staffing is not achieved, employees shall be called in on a reverse rotational basis.

L. Employees maintaining Paramedic certifications as well as any necessary outside employment to maintain their paramedic certification shall not be required to work overtime during any period conflicting with a previously scheduled Paramedic shift.

ARTICLE XIV

SAFETY CLAUSE

A. Safety Committee

1. The Chief will establish a safety committee for the benefit of the health and welfare of all fire & EMS personnel. This committee will include one (1) member of each of the union's representing Fire District 13 employees. The appointed members will be mutually agreed upon by the Chief and each Union President. The appointment will be concurrent with the term of each Union President.

2. This Committee will discuss all matters relating to general safety, as well as, safety recommendations on EMS Apparatus and Emergency Medical Equipment. All recommendations from the Union representatives must be copied/approved by each Union President.

ARTICLE XV

HOLIDAYS

A. 1. All employees will be granted fifteen (15) undesignated holidays each year, to be used at the employees discretion. Leave shall be granted in conjunction with Department staffing and leave guidelines.

2. Any shift change by the Fire District will not affect any approved leave.

B. All regular part-time bargaining unit members shall receive two (2) times their regular base rate of pay for all scheduled hours worked on any of the following holidays:

New Year's Day

Labor Day

Good Friday

Thanksgiving Day

Memorial Day

Day after Thanksgiving

Independence Day

Christmas Day

ARTICLE XVI

VACATION

A. 1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule based upon the employee's anniversary date:

a. During the first calendar year of employment an employee shall be entitled to one (1) week vacation; [four (4) twelve (12) hour tours of duty (48 hours) or five (5) eight (8) hour tours of duty (40 hours) (Pro Rata)].

b. From the beginning of the second calendar year of employment through and including the fifth calendar year of employment, the employee shall be entitled to two (2) weeks vacation; [seven (7) twelve (12) hour tours of duty (84 hours) or ten (10) eight (8) hour tours of duty (80 hours)].

c. From the beginning of the sixth calendar year of employment through and including the tenth calendar year of employment, the employee shall be entitled to three (3) weeks vacation; [ten (10) hour tours of duty (120 hours) or fifteen (15) eight (8) hour tours of duty (120 hours)].

d. From the beginning of the eleventh calendar year of employment through and including the fifteenth calendar year of employment, the employee shall be entitled to four (4) weeks vacation; [fourteen (14) twelve (12) hour tours of duty (168 hours) or twenty (20) eight (8) hour tours of duty (160 hours)].

e. From the beginning of the sixteenth calendar year of employment through the end of employment, the employee shall be entitled to five (5) weeks vacation; [seventeen (17) twelve (12) hour tours of duty (204 hours) or twenty-five (25) eight (8) hour tours of duty (200 hours)].

f. All vacation hours will be consolidated with holiday time and labeled personal time. Personal time can be used, at the employees discretion, in its entirety during the calendar year or on a use or lose basis. The employee can carry up to fifty (50) percent of personal time to the next year and that must be used by September 1, of the succeeding year. Leave shall be granted in conjunction with Department staffing and leave guidelines.

B. Annual vacation leave schedule shall be prepared by the supervisor in accordance with the provisions of this Article by seniority by using the vacation log. This vacation log will be circulated three (3) times, starting November 1st of each year, enabling each EMT to secure one (1) vacation slot per circulation. A vacation period will consist of three (3) or four (4) consecutive twelve (12) hour tours of duty or five (5) eight (8) hour tours of duty. A vacation period involving twelve (12) hour tours of duty which exceeds the allotted tours of duty will be approved so long as the vacation period is within the designated number of weeks in that classification. Once the vacation log period is concluded, any remaining vacation hours will be consolidated with holiday time as described in this Article. The vacation log shall be completed by December 20th of the preceding year.

C. Any shift change by the Fire District will not effect any

approved vacation time.

D. Members who request a shift change are responsible to work out any vacation conflicts created due to their new assignment.

ARTICLE XVII

SEPARATION, DEATH & RETIREMENT

A. Employees shall retain all pension rights under New Jersey and Cherry Hill Township Municipal Ordinances and applicable laws.

B. Employees retiring either after twenty-five (25) years of service and having attained the age of fifty-five pursuant to N.J.S.A. 43:16A-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of his or her retirement based upon the base annual compensation. An employee retiring will also be entitled to the provisions specified in Article XXI, Section D (1, 2, & 3).

C. Employees intending to retire other than disability pension shall accordingly notify the board by September of the previous year in which said retirement is to become effective. Failure of an employee to provide timely notice of retirement shall permit the Board to defer all or part of the receive payments hereunder into the next succeeding budget year.

D. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holiday, vacation, sick leave days, or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of his death.

E. In the event of an employee's separation from service for any reason not set forth in Sections B or D above, all accumulated vacation, holidays, and other compensatory time shall be paid at

the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave.

F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro rated as of the first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the death, resignation or retirement is effective after the fifteenth (15) of the month. Benefits shall be pro rated on the calendar year from January 1 through December 31.

G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year of the employee's death shall be payable to the employee's estate or legal representative.

H. Separation shall be defined as a permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs or other temporary leaves.

I. Upon retirement, employees shall be entitled to keep their Class A uniform.

ARTICLE XVIII

SERVICE RECORDS

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, or their designee.

B. Upon advance notice and at reasonable times, any members of the Department may review his personnel file. However, this appointment for review must be made through the immediate supervisor and/or Fire Chief.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his file, a copy shall be made available to him/her and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom except as provided within the Disciplinary Policy. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.

E. Maintenance of the personnel files shall be in accordance with the Archive Laws of the State of New Jersey.

F. **MEDICAL RECORDS**

1. All employees' medical records will be segregated from all other records and secured in a locked cabinet at the Fire Administration Building. All employees shall reserve and retain their full rights with regard to their expectation of privacy.

ARTICLE XIX

BULLETIN BOARD

A. The Board shall provide one (1) bulletin board at each work station for the posting of notices relating to official business.

B. The bulletin board may be utilized by the Local for the purpose of posting Local announcements and other relevant information.

C. The Chief or his designee may have removed from the bulletin board any irrelevant material after notice to the Local.

ARTICLE XX

BEREAVEMENT LEAVE

A. 1. In the event of a death in the employee's immediate family, leave with pay shall be granted from the day of death up to and including the day after interment, not to exceed four (4) twelve (12) hour or five (5) eight (8) hour tours of duty.

2. The immediate family shall include parents, step parents, parents-in-law, spouse, children, brothers, sisters, grandparents, brother-in-law, sister-in-law, and other relatives residing in the employee's home.

B. Proof of death may be required at the Board's discretion.

ARTICLE XXI

TRAVEL EXPENSES

Employees shall be reimbursed at the current rate used by the Federal Government per mile for all approved travel expense while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

ARTICLE XXII

HOSPITALIZATION AND MEDICAL BENEFITS

A. All hospital and medical benefits provided to employees and their families by the Board will be AmeriHealth Plus(POS) 20. Under the current agreement the office visits co-pay shall be as follows:

POS - \$20.00 co-pay plan - Board will reimburse member anything over \$10.00 upon verification of visit and will pay promptly to member at quarterly schedules. In addition the Board will reimburse the employees one hundred percent (100%) for payments for routine gynecological exams and allergy testing/treatment.

B. The Board shall provide prescription coverage at the following rate schedule:

Year	Generic	Name Brand	34-100 Day Local Pharmacy		Mail Order
			Generic	Name Brand	
2005	\$5.00	\$10.00	\$5.00	\$10.00	\$0.00
2006	\$5.00	\$10.00	\$5.00	\$10.00	\$0.00
2007	\$5.00	\$10.00	\$5.00	\$10.00	\$0.00
2008	\$5.00	\$10.00	\$5.00	\$10.00	\$0.00

C. The Board shall provide employees covered by this Agreement, and their families under the New Jersey Dental Services Plan on the following basis:

1. Annual Deductible - \$25.00
2. Previous & Diagnostics - 100%
3. Remaining basic benefits - 80%
4. Crowns, Inlays & Gold - 50%
5. Prosthodontia Benefits - 50%
6. Orthodontics - 50% up to a lifetime maximum of \$1,500.00 per individual.

D. Upon retirement from the Board after completion of twenty (20) years of service, medical insurance coverage shall be provided for the retiree and his/her spouse or widow up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage.

1. The maximum cost to the Board under this provision shall not exceed fifty percent (50%) of the total cost for coverage or up to a maximum of Nine Thousand (\$9,000.00) Dollars per retiree and spouse and family per year.

2. This coverage shall include medical/surgical/dental and prescription provided by the Board and in effect at this time and will include coverage for dependent children. The Board will assume either fifty percent (50%) of the total cost for coverage not to exceed nine thousand (\$9,000.00) dollars. The reimbursement payment plan for the retirees will be dedicated by the Board which will be equitable for all retirees.

E. The Board will continue to pay premium costs for

medical/surgical dental and prescription plans coverage for the spouse and/or dependent children to age nineteen (19) of any employee killed while in the performance of his/her duties, these payments shall continue provided:

1. The spouse of such deceased EMT does not remarry;
2. The spouse of such deceased EMT does not obtain medical insurance/benefit coverage from an employer or any other source;
3. The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including, but not limited to Social Security, Medicare or Medicaid.

F. The Board will provide an optical program to the employee and his or her family, at a cost of Three Hundred Dollars (\$300.00) per year per family. The Employee will submit a valid receipt to the Board for reimbursement. This program will cover all optically related expenses not presently covered by existing insurance.

G. Changes in coverage or carrier

1. The Board shall not have the right to change any term, condition and/or benefit of insurance coverage during the terms of this Agreement without first obtaining the Local's approval.

2. The Board shall have the right to change insurance carriers so long as equal or better benefits of coverage are provided. Such change cannot be implemented without prior notice to and discussion with the Local.

H. HEALTH INSURANCE WAIVER

Any employee may choose to waive the medical health care package offered by Cherry Hill Fire District #13, and thereby shall receive cash compensation in lieu of enrollment in the health care plan commensurate with the type of contract for which employee would otherwise be eligible, as follows:

Single	-	\$2,000.00
Parent/Child	-	\$3,000.00
Husband /Wife	-	\$3,600.00
Family	-	\$5,000.00

Such compensation shall be paid in equal quarterly installments.

ARTICLE XXIII

MILITARY LEAVE

A. The Board and the Local agree to adhere to the provisions of the State/Federal law in this respect.

B. Members who serve in the National Guard or Reserves should make timely notification with copies of their orders for military service to the Fire Chief.

ARTICLE XXIV

GRANTING LEAVE REQUESTS RIGHTS

A. WRITTEN REQUESTS

1. All requests for personal time off by an employee will be made in writing on the approved form promulgated by the Fire Chief. All requests must be made to an employee's immediate supervisor or other department designee with at least seventy-two (72) hours notice. The Fire Chief or his designee may waive the seventy-two (72) hours notice for personal emergencies.

2. All leave with the exception of approved vacation periods will be subjected to a limit of not more than sixty (60) days advance notice.

B. FORFEITING APPROVED LEAVE

Members are permitted to rescind any approved application for leave.

C. PERSONAL TIME OFF EXCEPTION CLAUSE

Personal Time Off Exception Clause will allow employees to be granted time off even though another staffed member has been granted leave for the following reasons: Training, Bereavement, Injury/Illness, Military and/or Jury Duty/Court Appearance.

D. A maximum of one full time employee may be granted time off during any shift period. One additional full time employee may be granted time off provided that approval of the additional leave application does not create overtime.

ARTICLE XXV

COMMUNICABLE/INFECTIOUS DISEASE

A. The Fire Chief shall maintain a separate file to be known as the "Communicable Disease File" in which members responding to fire-rescue & EMS alarms in which contact and/or working in close proximity to victims and their body fluids shall be the members' responsibility to notify the officer in charge and initial the completed C.D.F. form. If an employee is diagnosed with the AIDS/HIV, HEPATITIS or any other communicable disease this form shall validate the boards responsibility to compensate the said employee under the terms of the Injury Leave Article.

B. Vaccines that are available as of this date and in the future shall be offered to all employees at the Boards expense. No employee shall be expected to perform any medical assistance until such vaccines have been offered.

ARTICLE XXVI

STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the District or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other National, State, County or Local Laws or ordinances pertaining to the employees and district covered by this Agreement.

B. JURY DUTY

The employee will be excused from employment with no loss of pay to participate as a juror.

C. COURT APPEARANCE

Any Court appearance or deposition where a member is directed to appear as a representative or employee of the Fire Department must be paid overtime when the appearance occurs during off-duty hours.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

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

B. The parties hereto may amend, modify, delete, expand and/or expound any provision of this Agreement at any time by mutual consent provided such changes shall be in writing and signed by both parties.

ARTICLE XXVIII

SUPERSEDING CLAUSE

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

ARTICLE XXIV

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any represented EMT benefit existing prior to its effective date.

ARTICLE XXX

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE XXXI

CLOTHING ALLOWANCE

A. The Board of Fire Commissioners shall provide any newly appointed employee with all necessary uniforms to report for duty. As there are seasonal variations for uniform of the day, the time of the year will dictate that which is issued initially.

B. The Board will provide and issue protective clothing to all employees. While the Fire Chief is responsible for the specifications of all protective clothing, any such clothing must meet or exceed all current or newly adopted standards for safety and performance.

C. The care and maintenance of all protective clothing issued shall be the responsibility of the employee. Protective clothing will be inspected periodically for any excessive signs of wear or deficiencies. Any protective clothing which constitutes a hazard, through wear or damage, shall be reported to the supervisor via chain of command. Once reported, a replacement will be issued and the damaged article will be replaced or repaired in an expeditious manner.

D. All station wear which cannot be worn, because it is either a safety hazard or in poor physical condition will be replaced in an expeditious manner.

E. All employees shall participate in the District's Quarter Master Uniform System as described in Appendix C.

F. Members are prohibited from wearing station wear off-duty.

G. Refer to Clothing Allowance List - Appendix "C"

ARTICLE XXXII

RESOLUTIONS AND POLICIES

The provisions of all resolutions and written directives of the Board and/or the District Chief promulgated since January 1, 1994 relating to terms and conditions of employees covered by this Agreement and not set forth in this Agreement shall remain in effect during this Agreement.

ARTICLE XXXIII

DUES AND AGENCY SHOP

A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues and fees 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. The Board will submit to the Local all fees deducted quarterly, immediately following the Board's monthly meeting.

B. A checkoff shall commence for such employee who signs a properly dated authorization card, supplied by the Union and verified by the Fire Commissioners, during the month following the filing of such card with the Board.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.

D. The Union will provide necessary "checkoff authorization" forms, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Board.

E. Any such written authorization may be withdrawn at any time by the filing of such withdrawal in the Board. The filing of Notice of withdrawal shall be in accordance with N.J.S.A. 52:14-9(e), as amended.

F. The Board agrees to deduct the fair share fee from the

earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representatives.

G. 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.

H. The fair share fee for services rendered by the Union shall be in an amount equal to the regular dues, initiation fees and assessments of the Union, less the cost of benefits financed through dues and availability only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

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

J. Prior to January 1st and July 31st of each year, the Union, if there is a change in the cost of membership, shall provide advance written notice to the Board and any non member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated

above will be forwarded to the Board or Employee requesting same.

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

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

ARTICLE XXXIV

APPENDICES AND ADDENDA

A. During the life of this Agreement, salary and longevity levels shall apply in accordance with the schedules attached hereto in Appendix A and B.

B. All appendices hereto and addendum agreements shall constitute the corpus of this Agreement as though such were fully set forth at length herein.

ARTICLE XXXV

INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.* In the event injury leave is granted, an employee's accumulated sick leave shall not be reduced for the period of injury leave. In the event an employee is granted said injury leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the Board's option, the employee shall pay the difference. Any payments above workers compensation made by the Board will be reimbursed by the employee at their retirement. The employee shall surrender any unused sick leave to satisfy the reimbursement. If the total amount of sick leave does not satisfy the total debt, then the employee's unused vacation leave shall be used toward the debt. When both options of unused sick leave and/or vacation leave are exhausted, the employee shall not be responsible for the remaining balance of his or her debt.

*After expiration of one (1) year period the employee has the option of utilizing his unused sick time.

2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same

injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work-related and the employee is entitled to injury leave is initially made by the Board's Worker's Compensation carrier, with the final determination, if necessary, to be made by the Worker's compensation Board or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charge against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough time off, he or she shall be advanced sick time to cover the absence. If the employee leaves the employ of the Board prior to reimbursing the Board for such advanced time, the employee shall be required to reimburse the Board for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an injury report to the Fire Chief or the Officer in Charge, prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

D. It is understood that the employee must file an injury report with the Fire Chief or Officer in Charge so that the Board may file the appropriate Worker's Compensation Claim. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

E. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time.

F. If the Board does not accept the certificate of the physician designated by the insurance carrier, the board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.

G. If the employee does not accept the certificate of the physician designated by the insurance carrier, the employee shall have the right, at his own cost, to obtain a physical examination and certification of fitness by his own physician.

H. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated unless the employee disputes the determination of the Board appointed physician. Then the Board and the employee shall mutually agree upon a third physician, who shall then examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to

duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

I. If the employee's physician disputes the determination of the insurance carrier's physician, injury leave benefits shall continue and the procedures outlined in Section G above shall be utilized to resolve the dispute through a mutually agreed upon third physician.

J. If the Board can prove an employee has abused his privileges under this Article, the employee will be subject to disciplinary action by the Board. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Board.

ARTICLE XXXVI

PHYSICAL FITNESS PERIOD

A. The Board shall permit employees to engage in a physical fitness period for a period of ninety (90) minutes for each tour of duty.

B. The employees shall be permitted to utilize the Gym equipment as provided within CHFD Facilities. Said fitness period must be performed in conjunction with the assigned duties during the tour.

C. Members are required to return to the approved duty uniform for emergency response without delay.

ARTICLE XXXVII

DRUG AND ALCOHOL POLICY

A. EDUCATION:

The Cherry Hill Fire District #13 shall implement and continue to use an educational program which addresses all current substance abuse related issues. This educational program shall be scheduled at sufficient intervals to ensure that not only are the goals of the negotiated policy met, but that all Union members are familiar with the issues, problems and current trends of thought concerning contemporary substance abuse.

B. STANDARD FOR TESTING:

The Fire Chief or his designee based upon individualized and particular suspicion, may require that a member submit to substance screening by urinalysis which shall be administered by a competent testing laboratory. Such testing laboratory is to be a member of the National Institute for Drug Abuse. "Individualized and particular suspicion" is a belief based upon objective and identifiable facts sufficient to lead a prudent member to suspect that an employee is using, in possession or control of, or is under the influence of drugs or alcohol while on duty; and such conclusion cannot be imputed to any employee merely because of his/her association with another employee who is believed to be in use, possession or control of, or under the influence of drugs or alcohol while on duty. Examples include, but are not limited to the following:

1. Direct observation of drug/alcohol use while on duty.

2. Member found to be in possession of alcohol/drugs while on duty;

3. Spontaneously unusual, abnormal, erratic, or unacceptable behavior, or behavior which otherwise indicates that the member is under the influence of an intoxicating substance (e.g., the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination, or other indications of intoxication or substance abuse);

4. Documented pattern of unusual, erratic or unacceptable behavior;

5. A major on-duty accident with or without injuries; and

6. Reporting for work unfit for duty.

C. RANDOM DRUG TESTING:

The Cherry Hill Fire District #13 shall not administer random drug and/or alcohol testing, which term is defined as compulsory testing prompted for reasons other than individualized and particular suspicion discussed above, except in the following instances:

1. A drug/alcohol test shall be conducted as a component of pre-employment physical. The presence of illegal drugs shall constitute a basis for the applicant to be bypassed.

2. Probationary EMT's, defined as not having a full year of seniority, shall be subject to testing at any time during their probationary period. A confirmed positive test result may be grounds for termination.

3. Applicants seeking reinstatement to the Department,

after resignation or termination, shall be subject to testing as a condition of re-employment.

4. Permanent EMT's on leave of absence for thirty (30) days or more may be tested upon his/her return to duty. This provision excludes those members whose placement on leave of absence was prompted by illness or injury not otherwise associated to alcohol and/or drug abuse.

5. A Union member may also be testing as part of a random testing program instituted as a result of prior drug and/or alcohol related disciplinary proceedings for a period not to exceed one (1) year.

D. MASS DRUG TESTING:

1. The Cherry Hill Fire District #13 shall not administer mass drug and/or alcohol testing, which term is defined as compulsory testing of all Department members or all members within an identified job classification/title/rank, without affording the Union thirty (30) days advance notice which shall be in writing effective the date received by the Union. Such testing must be administered in context with comprehensive physical examinations given to all Department members. Mass testing for drug and/or alcohol abuse alone shall not be permitted.

2. Members promoted to the next higher rank will submit and pass a drug screen prior to being promoted.

E. PROCEDURE.

1. **GENERAL PROVISIONS.** It is the responsibility of all Department officers to see that all members under their direct

command are fit for duty. If at any time they develop an individualized and particular suspicion that someone in their command is under the influence of drugs and/or alcohol, he/she shall:

a. Temporarily relieve (with pay) the suspected individual of all duties pending the outcome of further investigation.

b. Immediately contact the next higher rank and inform him/her of his/her actions and suspicions. That rank shall respond to the location of the suspected individual and begin her/her own evaluation.

c. If at the end of the second evaluation it is determined that an individualized and particular suspicion exists, or if either office is not in agreement with the other, the Assistant Chief shall be notified and he shall continue the investigation. If the suspected individual is an officer and the Battalion and Assistant Chiefs cannot agree, the Chief of Department shall make a determination. In any case, two (2) chief offices must agree that an individualized and particular suspicion exists in order for a member to be tested.

d. The Chief of Department, or his designee in his absence, shall be notified prior to any testing of the suspected individual. If he cannot be reached, the authority rests with the Assistant Chief.

e. After all steps outlined above have been satisfied, the suspected individual shall be transported to the Medical Facility as designated by the Fire District for testing.

f. That member shall be relieved from duty (with pay) for the remainder of the work day. He/she shall call someone to come pick him/her up at the conclusion of the test.

g. If member tests positive he shall not be paid for the work day.

h. All officers involved in the decision making process aforesaid, whether they concurred or dissented from the conclusion that an individual exhibited individualized and particular suspicion warranting drug and/or alcohol testing, shall write the specific facts, observed symptoms, and/or other bases which prompted their respective conclusions.

I. If the results of the test are negative, no record of this incident shall be made a part of the member's file or used as evidence of a prior incident, if that members tests positive at a later date. The same applies if two chief officers cannot agree that an individualized and particular suspicion exists and no test is given.

2. EMPLOYEE ASSISTANCE PROGRAM. The Department, working in cooperation with the Union, shall maintain an Employee Assistance Program (hereinafter "E.A.P.") which is for the benefit of all members. Voluntary participation, which is participation because a member believes he/she may benefit by attending programs of the E.A.P., is confidential and is at the option of the member. The Assistant Fire Chief shall act as a liaison for the Department personnel in conjunction with the E.A.P.

3. POSITIVE TEST RESULTS: The following defines the procedure

and consequences to be followed by the Fire District when particular suspicion is concluded warranting drug and/or alcohol testing.

a. Testing Procedure at Medical Facility as designated by the Fire District. The member, having met the conditions of individualized and particular suspicion, shall be transported to medical facility designated by the Fire District for testing. There, someone from the medical staff shall direct the employee in providing a urine sample, and this staff representative shall be responsible for insuring chain of custody involving the provided sample. A member may, and should see that a second sample be given and stored in case he/she wishes to appeal the finding the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. If such test is positive, a confirmation test shall be performed to identify the exact test results. The member may, at his/her own expense, request the second sample be sent to an independent laboratory for testing. The results of that test shall be his/her basis for appealing the results of the first test. The member shall have complete and sole discretion as to the selection of the second/independent laboratory provided, however, same is a member of the National Institute for Drug Abuse. The results of the member's second/independent test shall be provided to both the member and the Department. No unconfirmed positive tests, or records pertaining to same, shall be released or retained by the laboratory.

b. Consequences of Positive Test Results. Should the

test results prove positive, and the member has never attended (either on a voluntary or involuntary basis) an in-patient drug rehabilitation program, the member shall be afforded opportunity to enroll in a Department approved program. Should the member successfully complete the in-patient rehabilitative program offered, he/she shall be returned to full duty and regular assignment. The member shall, however be referred to the E.A.P. coordinator, for a period not exceeding one (1) year, and comply with such directives as may reasonably be prescribed by the E.A.P. coordinator. During this one year period following release from the in-patient rehabilitation program, the member shall be subject to periodic and unannounced testing. If after successfully completing an in-patient rehabilitative program and the member again tests positive for drugs/alcohol, he/she shall be deemed as being beyond rehabilitation posing a threat to the health and safety of other Departmental members. The Union recognizes that, consistent with judicial and administrative decision, the individual may be terminated from service with the Department by the Fire District.

4. **REHABILITATIVE ABSENCE.**

Members of the Department who will benefit from treatment on an in-patient basis in a rehabilitative substance abuse program shall be entitled to be carried as sick without loss of pay for a maximum of thirty (30) days, provided the member agrees to and signs the substance abuse agreement mutually agreed upon by the Association and Fire District and provided the employee has thirty

(30) days sick time.

5. **ALCOHOL TESTING.**

A breathalyzer or similar testing equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the New Jersey State Police. An initial positive alcohol level shall be .10 grams per 210 L. Of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. The same sampling procedures as utilized in motor vehicle testing shall be followed. A positive blood alcohol level shall be .10 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged form the employee's file.

6. **DRUG TESTING.** The laboratory shall test for only the substances and within the limits for the initial and confirmation tests as provided within standards established by the National Institute of Drug Abuse. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cut-off level shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

Marijuana Metabolites	50 mg/ml
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Cocaine Metabolites	300 mg/ml
Opiate Metabolites	2000 mg/ml ¹
Phencyclidine	25 mg/ml
Amphetamines	1000 mg/ml

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/M.S.) techniques at the following listed cut-off values.

Marijuana Metabolites ²	15 mg/ml
Cocaine Metabolites ³	300 mg/ml
Opiate	
Morphine	300 mg/ml
Codeine	300 mg/ml
Phencyclidine	25 mg/ml
Amphetamines	
Amphetamine	500 mg/ml
Methamphetamine	500 mg/ml

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

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

²Delta - 9 Tetrahydrocannabinol - carboxylic acid.

³ Benzoyl Ecgonine.

7. **TESTING PROGRAM COSTS:**

The Fire District shall pay for all costs involving drug and alcohol testing. The Fire District shall also reimburse each employee for their time and expenses, including travel, incurred involved in the testing procedure.

The Department will provide transportation to and from the testing procedure.

8. **EFFECTIVE DATE AND APPLICATION OF AGREEMENT.**

The procedures and understandings incorporated within the contractual Agreement shall become effective immediately upon acceptance by the Fire District and Union as memorialized by the parties affixing their signatures.

a. Past Records of Drug Involvement and/or Alcohol Abuse. With the exception of those employees who already have signed "Last Chance Agreements", no involvement with drug rehabilitation clinics or positive testing results occurring prior to the effective date of this contractual Agreement shall be referenced by the Fire District in proceedings after the ratification of this Agreement, it being the intent of the parties to provide all employees with clear records. This contractual provision shall not apply, however, to signatories of "Last Chance Agreements" who remain bound by the terms of such past disciplinary disposition.

b. Additional Provision. The Fire District shall not implement any procedures, other than referenced herein, involving alcohol and/or drug testing, or the consequences thereof, except

with the negotiated agreement of the Union. Any Department rules/regulations implemented in accord with and/or expoundment upon this contractual Agreement shall be submitted to the Union for collaboration and approval prior to enforcement.

c. Effect of Agreement. This contractual Agreement supersedes all past practices and contractual agreements developed between the Fire District and Union involving alcohol and/or drug testing.

d. Right of Appeal. The employee has the right to challenge the results of the drug and/or alcohol tests, and any discipline imposed, in the same manner that any other employee action under the terms of the Agreement is appealable.

e. Union Held Harmless. The contractual Agreement was initiated at the request of the Fire District. The Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out the provisions and/or application of this contractual Agreement relating to drug and alcohol testing. The Union shall be held harmless of the violation of any workers' rights arising from the administration of the drug and alcohol testing program.

f. Changes in Testing Procedures. The parties recognize that during the life of this contractual Agreement, there may be improvements in the technology of testing procedures which will provide for more accurate testing. In that event, the parties will bargain, in good faith, whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as

outlined in the Grievance Procedure of the Agreement.

g. Conflict With Other Laws. This contractual Agreement is in no way intended to supersede or waive any constitutional or statutory rights that the employee may be entitled to as developed and/or recognized by Federal Courts, State Courts or administrative agencies.

ARTICLE XXXVIII

PROMOTIONS

A. When the Fire Department determines to create a promotional position(s), or transfer a position, a notice will be posted in each station, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. The selection of the employee to be promoted or transferred shall be made by the Fire Chief and shall not be subject to review.

ARTICLE XXXVIX

PROBATIONARY PERIOD

A. Each employee shall be subject to a one (1) year employment probationary period beginning his/her first day of work. During the probationary period, the employee may be discharged by the Fire Department with or without cause. The employee shall receive all contractual benefits effective the first day of the calendar month from the date of hire, except the right to grieve any disciplinary action which shall apply, however, after completion of the probationary period.

ARTICLE XL

NOTIFICATION OF LAYOFF

A. The Fire Department will give a minimum of two (2) weeks written notice whenever affecting a layoff.

B. Layoffs shall be affected in reverse seniority, i.e. last hired, first laid off.

ARTICLE XLI

NOTIFICATION OF RECALL

A. Laid off employees shall be recalled on the basis of seniority via a registered letter to the employee's last known address on file with the Fire Department. Laid off employees must notify the Fire Department in writing of any change in his/her address or home telephone number within seventy-two (72) hours of the change.

B. Employees being recalled from a layoff must respond to the recall notice by contacting the Fire Department within three (3) calendar days of receipt of the registered letter. Employees failing to respond in three (3) calendar days shall be considered to have resigned and waived all rights to re-employment.

C. Employees failing to report to work within fourteen (14) calendar days of being recalled from a layoff shall be considered to have resigned and waived all rights to re-employment.

ARTICLE XLII

DURATION, TERM AND RENEWAL

A. This Agreement shall be effective January 1, 2004 and shall remain in full force and effect through June 30, 2005. It shall automatically renew from year to year thereafter, unless either party shall notify the other, in writing, before One Hundred Fifty (150) calendar days prior to the termination date that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

B. This Agreement and any supplemental Addenda and Appendices hereto, which shall be in writing and signed by both parties, shall be binding upon the parties hereto, their successors, administrators, executors and/or assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first set forth above.

I.A.F.F. LOCAL 3249
AFL - CIO / CLC

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 13

BY: _____
President, Local 3249

BY: _____
Chairman

BY: _____
Negotiator, Local 3249

BY: _____
Vice Chairman

BY: _____
Local 3249 Attorney

BY: _____
Treasurer of the Board

BY: _____
Commissioner

BY: _____
Board Attorney

APPENDIX A

SALARIES

A. Effective January 1, 2004, the following pay structure will be in place:

		Regular Rate	OT Rate
Probationary EMT	\$32,960	15.846	23.769
Step 1	\$34,960	16.807	25.210
Step 2	\$36,157	17.383	26.074
Step 3	\$37,353	17.958	26.937
Step 4	\$38,557	18.537	27.805
Step 5	\$39,747	19.109	28.663
Step 6	\$40,944	19.684	29.526
Step 7	\$42,786	20.570	30.855
Step 8	\$44,713	21.496	32.244
Step 9	\$46,725	22.463	33.694
Step 10	\$48,725	23.425	35.137

B. Effective January 1, 2004, any newly hired EMT will be placed at the Probationary EMT step of the above established pay structure and advance one step per year, effective their anniversary date, until reaching the top step of the pay structure.

1. Effective January 1, 2004, EMT's Allen, Wallace, Martin and Arnold will be classified in Step 3.

2. Effective January 1, 2004, EMT Conti will be classified in Step 4.

3. Effective January 1, 2004, EMT Tasch will be classified in Step 5.

4. Effective January 1, 2004, EMT's McCann and Hoopes will be classified in Step 6.

5. Effective January 1, 2004, EMT Drass will be

classified in Step 9.

C. All employees will advance one step from those outlined in Paragraphs B-1 through B-5 of this Article effective their anniversary date in the 2004 calendar year. During the period January 1, 2005 through and including June 30, 2005, all employees will remain at the step attained effective their 2004 anniversary date.

APPENDIX B

LONGEVITY SCALE

A. Longevity Scale

Beginning 60 months - 84 months inclusive	4.0% of annual base;
Beginning 8 - 10 years inclusive	5.0% of annual base;
Beginning 11 - 15 years inclusive	6.0% of annual base;
Beginning 16 years until retirement	7.0% of annual base

B. EMT's employed as of January 1, 2004, will receive longevity payments based on their current years of service with the Fire District.

APPENDIX C

STATION UNIFORM & QUARTERMASTER SYSTEM

A. The "Quartermaster System" shall be an in house program. This system will maintain clothing inventories in such a manner that all clothing issued will be standard in appearance and comply with current laws and regulations. Items which can not be effectively maintained in inventory, will be available on an as need basis from a reputable dealer furnishing such item(s) in a reasonably and timely manner.

B. The Chief or his designate shall define the positions of the employees covered under this Agreement as either Staff or Operations.

C. Responsibility of maintaining this system shall be with the District Chief or his/her designee.

D. Members must report deficient items.

Uniform Issue:

- One (1) Watch Cap, Navy Blue, with CHFD Patch
- One (1) Fleece Jacket, Navy Blue, CHFD Maltese Cross Embroidered on Left Breast
- Five (5) T-Shirts with Pocket, 100% Cotton, Navy Blue with White Printing
- Five (5) Mock Turtle Neck Shirts, 100% Cotton, Long Sleeve, Navy Blue
- Five (5) Blauer StreetGear Short Sleeve Shirts, 65% Polyester/35% Cotton Twill, 6½ oz., Dark Navy Blue
- Five (5) Blauer StreetGear Long Sleeve Shirts, 65% Polyester/35% Cotton Twill, 6½ oz., Dark Navy Blue
- Five (5) Blauer StreetGear EMT Pants, 65% Polyester/35% Cotton Twill, 6½ oz., Dark Navy Blue
- One (1) Tie, Dress, Midnight Blue
- One (1) EMT Breast Badge, Style S191, Rhodium
- Two (2) Boot, Work, Black
- One (1) Belt, Garrison, Leather, Silver Buckle, Basketweave, 1¾
- One (1) Spiewak WeatherTech EMS Jacket, Navy Blue
- One (1) EMT Wallet Badge, Style S191, Rhodium
- One (1) Badge Case
- Dress Uniform (phased in over 2 years)