

**Agreement**  
**Between**  
**Board of Fire Commissioners**  
**Fire District # 3**  
**Voorhees Township, New Jersey**  
**And**  
**Camden County Uniformed**  
**Fire Fighters Association**  
**International Association of Fire Fighters**  
**Local 3249**  
**A.F.L.-C.I.O.-C.L.C.**  
**Emergency Medical Technicians & Support**  
**Employees**

**July 1, 2012 through June 30, 2015**

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## PREAMBLE

**THIS AGREEMENT** is entered into this        day of        by and between the **BOARD OF FIRE COMMISSIONERS, FIRE DISTRICT NO. 3**, Township of Voorhees, in the County of Camden, New Jersey, a municipal body of the State of New Jersey, hereinafter called the “Board”, and **CAMDEN COUNTY UNIFORMED FIRE FIGHTERS ASSOCIATION, I.A.F.F. LOCAL NO. 3249, A.F.L. – C.I.O./C.L.C.**, hereinafter called the “Association”, represents the complete and final understanding on all bargaining issues between the Board and the Association.

## PURPOSE

**THIS AGREEMENT** is entered into between the Board and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Association represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District No. 3, the Township of Voorhees, the Board and its employees.

## Article I

### Recognition

A. In accordance with the voluntary recognition pursuant to a “card check”, the Board recognized the Association as the exclusive collective negotiations agent for all paid full time Emergency Medical Technicians and the Fire District Clerk employed by the Board.

B. Unless otherwise indicated, the terms “Emergency Medical Technician”, “Fire District Clerk”, “employee” or “employees”, when used in this Agreement, refer to persons, male or female, represented by the Association in the above defined negotiating unit.

C. This Agreement excludes the firefighters and those employees of the Board whose job titles currently are or may be maintenance, security or other co-designated classifications provided their job duties include fire suppression duties, managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. Seq. (hereinafter “the Act”).

**Article II**

**Non-Discrimination**

A. The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

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

### Article III

#### Association Rights and Responsibilities

- A. Official representatives of the Association will be granted administrative leave with pay to attend the annual conventions of the Professional Firefighters Association of New Jersey and the International Association of Fire Fighters. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the conventions.
- B. Three (3) authorized Association Representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the executive of a new agreement for this District. Upon the request of the Association President, such representatives will also be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations, and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. Copies of disciplinary charges, or other notices relating to disciplinary action, shall be furnished to the Association upon written authorization to the Board by the employee within a reasonable period of time thereafter. The Board shall maintain a file of written refusals by the employees to authorize the Board to forward such documents to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association within seventy-two (72) hours of the presentation of charges.
- D. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of the Agreement by such members, and the Association recognized that the conditions set forth in the article shall be subject to the mission of the Board.
- E. Whenever an employee is to be questioned and he is being considered a "target" for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stage of questioning. If an employee requests and is denied representation at any stage of the questioning, any statements made by the employee or "fruits" derived there from cannot be used against said employee to support disciplinary action.
- F. Authorized representatives of the Association, whose names shall be filled in writing with the Board, or their designee, 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 Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. The Association representative shall not interfere with the normal conduct of work within the fire facility.

G. In addition to the foregoing, one (1) representative delegate of the Association shall be granted administrative leave, once per annum, to attend a labor convention (State or International) for a period inclusive of the duration of the convention with a reasonable time allowed for travel. Request for administrative leave shall be given to the Fire Chief within thirty (30) calendar days prior to the effective date of such leave.

H. In addition to the foregoing, if the State Delegate is elected from this bargaining unit, the Delegate will receive a maximum of nine (9) days annually without loss of pay to attend the monthly State meeting. In order to receive said leave, the Delegate must give the Fire Chief a minimum of two (2) weeks prior written notice and must be scheduled to work on the day and time of the State monthly meeting.

I. Upon the request of the Association President, on duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without the loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Board. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.

J. In addition to the foregoing, union representatives will receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business relating to the Voorhees Township Bargaining units on an as need basis. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonable possible. Such request will not be unreasonably denied.



## Article IV

### Management Rights and Responsibilities

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

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

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

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

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

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

6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

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

Article V

Grievance Procedure

A. Purpose

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

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

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

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One:

An aggrieved employee or employees shall institute action under the provision hereof within fifteen (15) calendar days of the occurrence of the event-giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said fifteen (15) calendar days shall be deemed to constitute an abandonment of the grievance.

Within fifteen (15) calendar days after the grievance has been filed and before and effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association.

Upon finding of merit or non-merit, the Association Grievance Committee shall present written confirmation of such determination to the Fire Chief with request that the Fire Chief investigate and resolve same, if required. If the resolution of the grievance has not been reached within five (5) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

Step Two:

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

2. The Board or its designee shall review the decision of the Fire Chief, and within ten (10) calendar days from receipt of the grievance, make a written determination.

Step Three:

1. In the event the grievance has not been resolved in Step Two, the Association may, within thirty (30) calendar days of the Boards' decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).

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

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way to provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

2. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

3. The arbitrator shall set forth his finding of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.

4. Group grievances, which shall be defined as those affecting “substantially” all of the members of the Association shall be filed by the Association and the Association only, at Step Two.

5. The time limits expressed herein shall be strictly adhered to. If and if grievance has not been initiated within the time limits specified, the grievance shall be deemed to be conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

## Article VI

### Maintenance of Operations

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

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

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

D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.

E. The Fire Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

## Article VII

### Dues, Deductions, and Agency Shop

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

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

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

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

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

## Article VIII

### Employee Rights and Privileges

A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.

C. Whenever an employee is required to appear before any Supervisor, Fire Chief, Board of Fire commissioners or Board Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the local present to advise them and represent them during such meeting or interview.

D. Any employee whose action may give rise to charges by the Board or any agent or representative thereof, either discipline or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Board.

E. 1. Proposed new rules or modifications or existing rules covering negotiable working conditions shall be negotiated with the Association before they are established.

2. All written rules and regulations shall be provided to the employees immediately upon promulgation.



## Article IX

### Hours and Overtime

A. The work schedule for represented Emergency Medical Technicians provides for a two (2) platoon system and shall be as follows:

1. The "A" Platoon of represented Emergency Medical Technicians will work Monday night and Tuesday night 1700 to 0600 tours of duty, followed by Wednesday and Thursday night off, followed by Friday night, Saturday night and Sunday night 1800 to 0600 tours of duty. The following work week will consist of Monday and Tuesday night off, followed by Wednesday night and Thursday night 1700 to 0600 tours of duty, followed by Friday, Saturday, and Sunday night off.

2. While the "A" Platoon of represented Emergency Medical Technicians is working the schedule described in A-1, the "B" Platoon work schedule will consist of Monday and Tuesday night off, followed by Wednesday night and Thursday night 1700 to 0600 tours of duty, followed by Friday, Saturday, and Sunday night off. The following work week shall begin with represented Emergency Medical Technicians working Monday night and Tuesday night 1700 to 0600 tours of duty, followed by Wednesday and Thursday night off, followed by Friday night, Saturday night and Sunday night 1800 to 0600 tours of duty.

3. The work schedule ~~described in Paragraphs A-1 and A-2 shall re-occur every two calendar weeks.~~

4. ~~The normal work week for the Fire District Clerk will be forty (40) hours, Monday through Friday, with a one half hour unpaid lunch period per work day.~~

5. One (1) workday for the Fire District Clerk shall be understood to be eight (8) continuous hours.

6. Nothing in this Agreement shall be construed as providing a guaranteed workday or workweek.

B. Except in emergencies, the scheduled hours of work shall be posted at least seventy-two (72) hours in advance. This provision shall not be construed to ~~restrict the Districts' right to scheduled compensatory time.~~

C. Overtime will be paid in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection.

D. When an employee is recalled for duty, they ~~shall be entitled to compensation~~ at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as the recall is not contiguous with their regularly scheduled shift.

E. Whenever the District determines EMT overtime is necessary, overtime will be offered in accordance with the following procedure:

1. Full time paid EMT employees of equal rank will first be offered the opportunity for overtime.

2. Full time firefighters certified as EMT's will next be offered the opportunity for overtime.

3. Part time EMT's will next be offered the opportunity to work.

F. Overtime will be distributed as equitable as possible in accordance with the above procedure.

G. EMT employees will revert back to hours for all time.

H. When a recall to duty or District Assignment comes about the employee shall complete the following documentation to receive compensation

1. Employee shall complete District paperwork and submit to EMS Supervisor or appropriate District Officer.

2. If employee returns for an EMS assignment, the EMT shall sign on radio to verify arrival and that will be the start time, then two hours from that point as long as it is within 10 min of dispatch time or re-tone of an all hands assignment.

3. If assignment is a recalled, the Fire District reserves the right to keep employee for the full two (2) hours from when the call was received. Employee will do work detailed to current working employees or New Jersey Civic Service Commission EMT job description.

I. Represented employees may work non mandatory District functions i.e. fire prevention, training and instructing district training, as approved by the Chief of Department. Compensation for time worked will be hour for hour compensatory time.

## Article X

### Exchange of Hours of Duty

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

B. In exercising the provisions of this Article, no employee shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case Article IX shall be applicable to those excess hours.

C. Exchanges can be performed by any bargaining unit member employed by the Fire District holding the same certification(s).

**Article XI**

**Salaries**

A-1. Effective retroactive to July 1, 2012, the salaries for all Emergency Medical Technicians shall be as follows:

<b>Step</b>	<b>Base Salary</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
1	44663	21.47	32.21
2	46193	22.21	33.31
3	47721	22.94	34.41
4	49496	23.80	35.69
5	51032	24.53	36.80
6	52567	25.27	37.91
7	54933	26.41	39.61
8	57406	27.60	41.40
9	59991	28.84	43.26
Supervisor	67190	32.30	48.45

A-2. Effective retroactive to July 1, 2013, the salaries for all Emergency Medical Technicians shall be as follows:

<b>Step</b>	<b>Base Salary</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
1	44886	21.58	32.37
2	46424	22.32	33.48
3	47960	23.06	34.59
4	50485	24.27	36.41
5	52053	25.02	37.54
6	53618	25.78	38.67
7	56032	26.94	40.41
8	58554	28.15	42.22
9	61191	29.42	44.13
Supervisor	68534	32.95	49.42

A-3. Effective retroactive to July 1, 2014, the salaries for all Emergency Medical Technicians shall be as follows:

<b>Step</b>	<b>Base Salary</b>	<b>Hourly Rate</b>	<b>Overtime Rate</b>
1	44886	21.58	32.37
2	46888	22.54	33.81
3	48440	23.24	34.93
4	51999	25.00	37.50
5	53614	25.77	38.66
6	55226	26.55	39.83
7	57713	27.75	41.62
8	60311	29.00	43.49
9	63027	30.30	45.45
Supervisor	70590	33.94	50.91

B. 1. The regular hourly rate for all employees will be calculated by dividing the annual base salary by 2080 hours.

2. The hourly overtime rate for all employees will be calculated by multiplying the regular hourly rate by one and one half times.

C. 1. Step increases for employees hired between January 1 and June 30 will take effect on January 1.

2. Step increased for employees hired between July 1 and December 31 will take effect on July 1.

D. 1. Shift differential shall be given to all bargaining unit members in the event the Fire District revokes the use of the bunk room.

2. A Shift Differential of ten percent (10%) above the employee's hourly rate shall be paid for all hours worked between 17:00 and 23:59 hours.

3. A Shift Differential of fifteen percent (15%) above the employee's hourly rate shall be paid for all hours worked between 00:00 and 06:00 hours.

E. The base salary for the Fire District Clerk shall be as:

1. Effective and retroactive to January 1, 2012 - \$41,260
2. Effective and retroactive to January 1, 2013 - \$42,085
3. Effective and retroactive to January 1, 2014 - \$43,348
4. The base salary for the Fire District Clerk for the period January 1, 2015 through and including June 30, 2015 shall be subject to negotiation of the successor to this agreement and shall be retroactive to January 1, 2015.

**Article XII**

**Longevity**

A. Bargaining unit employees hired prior to July 1, 2012 shall be entitled to longevity payments as follows:

<u>Years of Service</u>	<u>Longevity (%) of Base Salary</u>
Starting through 4 years of service	0.00%
Beginning the 5 <sup>th</sup> through 9 <sup>th</sup> year of service	1.00%
Beginning the 10 <sup>th</sup> through 14 <sup>th</sup> year of service	1.50%
Beginning the 15 <sup>th</sup> through 19 <sup>th</sup> year of service	2.00%
Beginning the 20 <sup>th</sup> through 25 <sup>th</sup> year of service	2.50%
Beginning the 25 <sup>th</sup> through 30 <sup>th</sup> year of service	3.50%
Beginning the 30 <sup>th</sup> year of service and thereafter	4.50%

B. Said longevity payments shall be added to the employees' annual base salary payable in bi-weekly increments together with said salary or, at the employees' option, payable in a lump sum on the first pay period in December of the year in which the same is approved. Such decision shall be communicated to the Fire Chief for the next calendar year on or before the first pay period in December and shall be irrevocable for same calendar year.

C. No longevity shall be paid to represented employees hired July 1, 2012 or after.

## Article XIII

### Holidays

A. 1. Represented Emergency Medical Technicians shall receive an annual credit of fourteen (14) shifts in lieu of holidays, with a shift being defined as twelve and one half (12.5) hours pursuant to Article IX of this agreement

2. On or about November 1 of each year, all Emergency Medical Technicians will receive a payment at their hourly rate of pay for any unused hours.

3. Represented Emergency Medical Technicians shall be compensated at the rate of one and one half (1 ½) times their regular hourly rate for all hours worked on New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve. The Holiday will be defined as 12:00 Midnight to 11:59:59 PM.

B. 1. The Fire District Clerk shall be entitled to the following nine (9) holidays off with pay:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, the day after Christmas

2. If a holiday for the Fire District Clerk falls on Saturday, the holiday will be celebrated on the Friday before. If a holiday for the Fire District Clerk falls on Sunday, the holiday will be celebrated on the Monday after.

C. In addition to the designated holidays, all bargaining unit employees shall be entitled to five (5) floating holidays designated as personal days.

D. One (1) workday for the Fire District Clerk shall be understood to be eight (8) continuous hours.

## Article XIV

### Vacations

A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:

1. During the first calendar year of employment, employees shall be entitled to one (1) vacation day per month of employment.

2. From the beginning of the 2<sup>nd</sup> year of employment through the 4<sup>th</sup> calendar year of employment, employees shall be entitled to twelve (12) vacation days per year.

3. From the beginning of the 5<sup>th</sup> year of employment through the 9<sup>th</sup> calendar year of employment, employees shall be entitled to sixteen (16) vacation days per year.

4. From the beginning of the 10<sup>th</sup> year of employment through the 15<sup>th</sup> year of employment, employees shall be entitled to twenty (20) vacation days per year.

5. During the 16<sup>th</sup> year of employment thru the 20<sup>th</sup> year of employment, employees shall be entitled to twenty-one (21) vacation days per year.

6. During the 21<sup>st</sup> year of employment, employees shall be entitled to twenty-two (22) vacation days per year.

7. During the 22<sup>nd</sup> year of employment, employees shall be entitled to twenty-three (23) vacation days per year.

8. From the 23<sup>rd</sup> year until the end of employment, employees shall be entitled to twenty-four (24) vacation days per year.

9. During the 24<sup>th</sup> year of employment, employees shall be entitled to twenty-five (25) vacation days per year.

10. From the 25<sup>th</sup> year of employment, until the end of employment, employees shall be entitled to twenty-six (26) vacation days per year.

B. The vacation year is January 1 through December 31.

C. Up to one (1) years earned vacation hours may be carried over into the following year.

D. An annual vacation schedule shall be prepared by the Chief or his designee in accordance with present practice.

E. An employee who terminates their employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation time and/or vacation pay on a prorated basis.

F. 1. The Emergency Medical Technician vacation entitlement schedule shall be based on one (1) day being defined as 12.5 hour pursuant to Article IX.

2. The work shift for the Fire District Clerk shall be eight (8) continuous hours pursuant to Article IX.

G. Employees may vacation time in hourly increments.



## Article XV

### Separation, Death and Retirement

- A. Employees shall retain all pension rights as EMT's as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-5, or 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 at the time of retirement based upon the base annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Board by September 1<sup>st</sup> of the previous year in which said retirement is to become effective.
- D. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated holidays, vacation or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated compensatory time shall be paid at the rate of pay at the time of separation to the employee.
- F. For benefits payable in the current year in all cases of separation, death while not in the line of duty or retirement, all vacation, holiday, and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective after the fifteenth (15<sup>th</sup>) of the month. Benefits shall be pro-rated on the calendar year from January 1<sup>st</sup> through December 31<sup>st</sup>.
- 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 (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H. Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs, or other temporary leaves.

## Article XVI

### Sick Leave

A. Sick leave with pay shall be earned at the rate of one (1) day per month during the first calendar year of employment, and fifteen (15) days per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year. There shall be no compensation for unused accumulated sick leave.

B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under Article XVII.

C. Employees' shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive work days.

D. The Board may require the employee to submit acceptable medical evidence of proof of illness whenever such requirement appears reasonable to the Board.

E. The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.

F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Chief or his designee at least two (2) hour prior to the start of their shift, if possible.

G. In case of sick leave due to contagious disease or to care for seriously ill member of the employee's immediate family, reasonable proof may be required.

H. An employee who has exhausted their accumulated sick leave may, with the Board's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.

#### I. Sick Incentive Plan

1. Members will be entitled to the following sick incentive on an annual basis. This incentive will run from December 1<sup>st</sup> to November 30<sup>th</sup> of the following year and will be paid in the next pay period after November 30<sup>th</sup> of each year.

“0” days = \$1300.00

“2” days or less = \$1000.00

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

J. The Board may, at the Boards sole discretion, require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work. The Board may require, at its sole discretion and subject to HIPAA and/or any other law regulation, an employee to provide of all medical records relevant to the illness or injury at issue, at the Boards expense, to a doctor mutually agreed upon by the Board and Association. Any requested information shall be provided to the mutually agreed upon doctor prior to the examination.

K. 1. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1, or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A5, shall be paid for thirty percent (30%) of all accumulated sick days as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation.

2. Employees retiring on disability retirement pursuant to the PERS shall be paid for all accumulated sick days as provided in this Agreement.

3. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.

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

## Article XVII

### Injury Leave

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. 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 employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Board and receive from the Board his entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receive from the Board only the difference of pay.

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 Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation 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 charged against his or her accumulated sick time and if necessary, against any other accumulated leave time. If the employee leaves the employ of the 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 while working, whether slight or severe, must make an injury report to the Fire Chief or officer in charge prior to the end of the employee's shift, or, if that is not medically possible, as soon thereafter as is possible.

D. It is understood that the employee must file an injury report with the Board Administrator 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. 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's physician disputes the determination of the Board's appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

## Article XVIII

### Bereavement Leave

A. In the event of the death of the employee's biological or step-parent, spouse, biological, adopted or step-child or biological or step-brother or sister, the employee shall be granted Bereavement time off without loss of pay commencing the day of death until the day after interment, but in no event to be more than four (4) consecutive tours of duty.

B. In the event of death of the employee's domestic partner, the employee shall be granted Bereavement time off without loss of pay commencing the day of death until the day after interment, but in no event to be more that four (4) consecutive tours of duty. All of the following criteria must be met to qualify for domestic partner status:

1. Reside together
2. Share a close relationship and are responsible for each others common welfare.
3. Joint financial responsibility for living expenses
4. Share a joint mortgage or lease
5. Beneficiary on life insurance or designated pension beneficiary
6. Children together

C. Leave with pay for three (3) tours of duty shall be granted in the case of the death of grandparents, grandchildren, mother-in-law, and father-in-law.

D. The Fire Chief may grant Bereavement leave without pay for anyone else not included. The employee may use accrued vacation, personal or holiday hours to maintain paid status during Bereavement leave pursuant to this paragraph.

E. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the Fire Chief.

F. An employee will request bereavement leave from the Fire Chief at the earliest practical time.

G. Proof of death may be required at the Fire Chief's discretion.

H. 1. A tour of duty for Emergency Medical Technicians is defined as a 12.5 hours,

2. A workday for the Fire District Clerk is defined as eight (8) hours.

**Article XIX**

**Military Leave**

A. Military leave shall be granted pursuant to State and Federal Statutes and Regulations, and Civil Service Commission regulations.

## Article XX

### Leave of Absence

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



**Article XXI**

**Pensions**

A. All employees shall retain all pension rights afforded to them under the Public Employees Retirement System.

**Article XXII**

**Job Description and Duties**

- A. The job descriptions and duties for all members of this bargaining unit shall be accordance with each employee's job title as set forth by the New Jersey State Civil Service Commission, N.J.S.A. Titles 11 and 11-A.
  
- B. The Board will maintain on file in the Board office complete and current job Civil Service Commission descriptions for all required positions.
  
- C. The Board will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.

## Article XXIII

### Clothing Allowance

A. The Board will issue to all newly hired employees, the following uniforms and turnout gear which shall meet N.F.P.A. and O.S.H.A. requirements.

- 1 - Class A uniform
- 2 - short sleeve shirts w/ name embroidered
- 2 - long sleeve shirts w/ name embroidered
- 5 - tee shirts
- 5 - pair of EMT or NFPA pants
- 5 - Mock turtle neck shirts
- 5 - Staff shirts
- 2 - Collared sweatshirts (Job Shirts) w/ name embroidered
- 2 - badges
- 1 - belt
- 1 - Winter / Spring Uniform Coat
- 1 - Blue BDU Work Coat
- 1 - pair rescue type gloves
- 1 - 511 High visibility EMT Coat
- 1 - Game Style 1340 EMT Rain Coat
- 1 - complete set of turn out gear as per PPE Grant 2007

Station Footwear: At the employee's option (either/or – not both)

Two (2) USD \$110.00 pair maximum expenditure

One (1) USD \$220.00 expenditure by the Board

B. Each successive year, each employee shall receive replacement items upon employee Request if, in the opinion of the Fire Chief or his designee, an item requires replacement. Replacement items will be ordered in accordance with District Policy. Once received by the Voorhees Fire District, items will be distributed to the employee(s) within one calendar week.

C. The Board will be responsible for the cost of changes in uniform and turnout gear damaged or contaminated in the line of duty.

D. Uniforms shall be worn on all duty hours except during physical fitness time. When working in and around stations and grounds, the uniform shirt may be removed (but employees must wear undershirt). The Fire Chief shall determine the proper uniform for the work being performed.

E. All supervisor uniforms will include insignia indicating the rank of Captain. The Fire District's assignment of rank to the Emergency Medical Services Supervisor position will in no way override the job title or responsibility of that employment position pursuant to New Jersey Civil Service Commission rules and regulations. EMS Supervisors will not be entitled to any benefits outlined within the Fire Officers collective bargaining agreement.

F. The designated fire district uniform will be mutually agreed upon by the Board and the Association.

**Article XXIV**

**Travel Expenses**

A. Employees shall be reimbursed at the Internal Revenue Service rate for reimbursement for using their personal automobile when so ordered and required by the Board, and shall be reimbursed for all non-vehicular expenses in connection with their official duties. Any such expenses must be appropriately documented as a condition of reimbursement.

Article XXV

Hospitalization and Medical Benefits

- A. The fire district will provide hospitalization and medical benefits under the New Jersey State Health Benefits Program or equivalent. This will include the New Jersey State Health Benefits Program Free Standing Prescription Drug Program or equivalent. Dental coverage will remain separate from New Jersey State Health Benefits Program and will be covered under Met Life Dental or equivalent.
- B. Any other changes to the current plans and/or provider must be negotiated with and approved by the Association. The employees shall not have any reduction in its current coverage.
- C. Upon retirement of an employee with 25yrs of service in PFRS and/or PERS, medical insurance coverage will be continued at the current benefit level for the retiree and all family members covered at the time of the employee's retirement. Coverage will be continued up to the age when Medicare takes over for the retiree. The cost of this coverage will be at the Fire Districts expense, providing those eligible annually certify that they have no other medical insurance coverage.
- D. In the event of an employee's separation from the District Hospitalization and Medical Benefits shall be continued for a period of one (1) month at the District's expense.
- E. For those who wish to option out of the health care benefits, compensation will be \$4600.00 and shall be paid to the employee in two (2) installments. One installment shall be made in July and the other in December of the year for which coverage was waived. The waiver must be completed in accordance with the SHBP Waiver Agreement.

**Article XXVI**

**Communicable Diseases**

A. The Fire Chief or designee shall maintain a separate file to be known as the "communicable Disease File" in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee's responsibility to notify the officer in charge and initial the completed C.D.F. form.

B. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the C.D.F. form shall establish a reputable presumption that the employee is eligible for injury leave pursuant to Article XVII.

**Article XXVII**

**Safety Clause**

This Committee will discuss all matters relating to general safety, as well as safety recommendations on EMS Apparatus and Emergency Medical Equipment, Building, Renovations, or any other committee that would affect EMS within the District. All recommendations from the Union representatives must be copied /approved by the EMS Barging Unit.

## Article XXVIII

### Promotions

When the Board determines to create a promotional position(s), a notice will be posted, with a copy provided to the Association, advising of the nature of the position and the qualifications required therefore. All promotions will be made in accordance with N.J.S.A. 11 and 11-A, State of New Jersey, Civil Service Commission.



**Article XXIX**

**Bulletin Board**

A. The Association shall have the sole use of the designated Association bulletin board or portion of a bulletin board in each station for the sole purpose of posting notices relating only to matters of official business of all fire organizations and other employee related matters.

B. Only material authorized by the signature of the Association Representative, President, or Shop Steward shall be permitted to be posted on said bulletin board.

C. The Board may require the Association to remove, from the bulletin board, any material that does not conform to the intent of the above provisions of the Article. Said material will be kept on file with the Association.

## Article XXX

### Service Records

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

**Article XXXI**

**Printing and Supplying Agreement**

This Agreement and any future agreements shall be copied and supplied to each employee by the Board within forty-five (45) calendar days of execution at no cost to the employee.

**Article XXXII**

**Statutory and Legal Rights**

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

**Article XXXIII**

**Separability and Savings**

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

**Article XXXIV**

**Maintenance of Benefits**

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

**Article XXXV**

**Jury Duty**

As per Voorhees Fire District Policy Directive 1023 dated August, 2009.

Article XXXVI

Acting Out of Title

A. When the District determines substitute supervisor coverage to be necessary, EMT Supervisors will be given the opportunity to work overtime, compensated at a rate of time and half of their regular rate, prior to the designation of any acting officer. Officer overtime will be offered on a rotational basis.

B. EMT's acting in the place of an EMT Supervisor shall be compensated at the hourly rate of EMT Supervisor for all hours worked in the acting capacity of supervisor. Designation of replacements will be offered on a rotational basis to all qualified employees.

C. EMT's filling an open weekend dayshift will be eligible to fill the shift as an acting Supervisor and shall be compensated at the hourly rate of EMT Supervisor for all hours worked in the acting capacity.

D. EMS ACTOR REQUIREMENTS

1. The Voorhees Fire District shall adhere to all applicable New Jersey Civil Service Commission rules and regulations relating to the position of EMT Supervisor.

2. An Acting EMT Supervisor shall be utilized in the absence of a permanently appointed EMT Supervisor.

3. In order to appear on the Acting EMT Supervisor list, a represented EMT must meet the requirements of the New Jersey Civil Service Commission for promotion to the position of EMT Supervisor.

3. In the absence of a current EMT Supervisor list from the New Jersey Civil Service Commission, the Voorhees Fire District shall follow the requirements set forth by the New Jersey Civil Service Commission in order to obtain a list of Acting EMT Supervisors.

4. Acting EMT Supervisors shall be utilized in a rotational basis starting with the most senior EMT to the least senior EMT.

5. Acting EMT Supervisors shall only Act on their platoon. The only exception shall be if an Acting EMT Supervisor is the only employee eligible to serve as the Acting Supervisor during a shift.



**Article XXXVII**

**Emergency Leave**

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

**Article XXXVIII**

**Fully Bargained Agreement**

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

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

C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.

D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Board and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to nay right or claim no expressed in this Agreement.

**Article XXXIV**

**Superseding Clause**

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

**Article XXXX**

**New Jersey State Disability Benefits Program**

A. The Board of Fire Commissioners shall make enrollment into the temporary disability insurance coverage provided under the State Plan available to all employees by filing written notice of such election with the State of New Jersey, Department of Labor, Division of Employer Accounts. This coverage shall be applicable to all employees of the Board who are deemed to be covered by New Jersey Unemployment Law.

B. The cost of obtaining this coverage is by law, divided between the employer and the employee. For example, for the period January 1, 2002 through June 30, 2002, the employer contribution rate was one-half of one percent of the taxable wages paid, subject to a taxable wage base.

C. All employees subject to this agreement, and all other district employees, must agree to contribute toward financing to ensure the Board's inclusion in the Temporary Disability Benefits program.

D. All employees subject to this agreement consent to the contribution of the program and do hereby authorize the Board to take deductions from their salary as provided by law to ensure participation in the program.

**Article XXXI**

**Spousal Maternity Leave**

- A. Four (4) consecutive workdays sick leave may be utilized for spousal maternity leave.
  
- B. Additional time may be obtained as emergency leave if needed. Any emergency leave taken will be applied to the employee's vacation, personal or compensatory time balance.

## Article XXXXII

### Light Duty

A. The purpose of this agreement shall be to establish the District's authority to assign employees to temporary light duty assignments and establish procedures for granting temporary light duty to eligible employees.

B. Temporary light duty assignments, when available, are for employees who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative duty assignments. The use of temporary light duty can provide employees with an opportunity to remain productive while convalescing as well as provide a work option for employees who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, eligible employees will be given a reasonable opportunity to work in temporary light duty assignments where available and consistent with this agreement.

C. Upon request of an employee through the Chief, upon the request of the Chief for any employee on sick leave, or at the direction of the Chief for any employee absent due to a work connected injury eligible for Workers' Compensation, a physician appointed or approved by the District shall examine the employee and render a written opinion as to the employee's ability to perform light duty assignments as described by the Chief. The District shall bear the entire cost of the examination except in the case where an employee requests a light duty assignment. An employee's request for such an examination will be honored only if the District, in its sole discretion, determines that the employee is otherwise eligible for a light duty assignment and such an assignment is available. The physician's opinion shall consider the likelihood of exacerbation of the existing condition during performance of said light duty assignment, as well as the employer's ability to perform.

D. The decision as to whether a light duty assignment is available and the length of such an assignment shall be at the sole discretion of the Chief. Employees absent due to a work-connected injury eligible for Worker's Compensation shall have priority for all light duty assignment. Other employees working light duty assignments may have such assignments terminated by the District to give light duty assignments to employees absent due to a work-connected injury eligible for Worker's Compensation. Such decisions shall be at the sole discretion of the District.

E. The decision of the District as to the availability of light duty assignments and/or the length of such assignments shall be final and at the District's sole discretion.

F. In the event a female employee becomes pregnant, she shall be permitted to perform light duty assignments as described by the District upon written documentation from her physician and only if the District, in its sole discretion, determines that the employee is otherwise eligible for a light duty assignment and such an assignment is available. Said light duty shall be performed until her physician requires that she stop work, until the District determines, in its sole discretion that she is no longer eligible for light duty assignments, such light duty assignments are no longer available and/or another employee is given priority for such light duty assignments.

G. The Board may, at the Boards sole discretion, require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.

H. The Board may require, at its sole discretion and subject to HIPAA and/or any other law or regulation, an employee to provide all medical records relevant only to the illness or injury at issue, at the Boards expense, to a doctor mutually agreed upon by the Board and Association. Any requested information shall be provided to the mutually agreed upon doctor prior to the examination.

**Article XXXXIII**

**Health, Safety, Proactive Medical Evaluation & Testing**

A. Each EMT within the Voorhees Fire District including Support Staff shall and will receive annual physicals at no cost to employee. Annual physicals will include the following:

1. Tuberculosis Screening / PPD testing
2. Respiratory Protection – Pulmonary Function
3. Medical Evaluation
3. Face Shield / Mask Testing
4. Head to toe physical exam
5. Initial tetanus shots with booster shots every ten (ten) 10 years or as may be otherwise recommended by the Center for Disease Control.
6. 3 shot HEP B vaccination series
7. Titer if necessary. Employees may refuse a Titer by signing a waiver to that effect.

B. If during any physical evaluation, the physician or testing results require follow up the said employee shall be forward the right, at no cost, to resolve or allow treatment to be completed. Only if related to a illness or injury that was acquired during actual employment.

C. All testing is required by NFPA, OSHA, and District SOG. Said Associations are recommendations to Departments but as indicated in the past we have followed to purchase Apparatus, Protective Equipment, and Firefighting Equipment



**Article XXXIV**

**Hiring of Emergency Medical Technicians**

A. The hiring and employment of all Full Time, Part Time, Temporary and Provisional Emergency Medical Technicians shall comply with New Jersey Civil Service Commission

B. The Voorhees Fire District shall maintain a Hiring Committee which shall be comprised of the Fire Chief or the Chief's designee, both EMS Supervisors, a union representative designated by the Union President and a full time Emergency Medical Technician at large whom shall be designated by mutual agreement of the Fire Chief and Union President.

C. Committee members shall serve on the Hiring Committee at no cost to the Fire District.

**Article XXXXV**

**Probationary Period**

- A. Each employee shall be subject to a one (1) year employment probationary period beginning his/her first day of work.
- B. Any promotion shall be subject to a one (1) year employment probationary period beginning his/her first day of work after promotion.

## Article XXXXVI

### Education & EMT Recertification

- A. The recertification cycle and requirements for a EMT are defined by the Department of Health and Senior Services regulation.
- B. During the recertification period, as established by the Department of Health and Senior Services, all required continuing education units will be retained.
- C. Maintaining the credential is the responsibility of the employee.
- D. The Board will provide each represented EMT twenty-four (24) hours for training each year to maintain their EMT-B / EMT-P Certification. Members using EMS CEU training hours off duty will be compensated at their hourly rate for all hours attended. All classes must be approved in advance by the Fire Chief or his designee.
- E. Members attending EMS CEU training during their shift will be allotted travel and course time and the shift will be covered with the normal procedure for covering shift.
- F. Any training class the Fire District determines as mandatory, the EMT will be compensated at the rate of one and half times their hourly rate for all hours worked. If the member is on duty no further compensation will be given
- G. Cost of training courses to be at the expense of the Fire District.
- H. Support Staff, Clerical and EMT's shall receive the following Right to know (2 year cycle), CPR / AED (2 year cycle), and Bloodborne Pathogens training.
- I. College tuition reimbursement. We will reimburse for EMS classes 1 class per semester average class \$ amount 600.00, with 1 year advance notice for approval and budget. The class must pertain to your job classification.
- J. Bargaining unit members shall be entitled to avail themselves of continuing education programs delivered by the Fire District and others to maintain their skill proficiency. Any such program involving cost, overtime, or time off from assigned duties must be approved in advance by the Fire Chief or his designee.
- K. The Fire District agrees to pay the cost for bargaining unit members to maintain instructor certifications, not including overtime, upon prior approval of the Fire Chief or his designee. Any bargaining unit member for whom the Fire District pays the cost of instructor certification maintenance shall be available to instruct in his/her area of certification when asked to do so by the Fire District. Instructor certifications must be for EMS training or I above. No other certifications will be compensated.

Article XXXXV11

DRUG & ALCOHOL POLICY

- A. The Fire District and Local 3249 recognize that illegal drug use and the abuse of alcohol by employees of the District pose serious threats to the public welfare and to the employees of the District.
- B. The Fire District and Local 3249 agree that the goal of this contractual article is to detect and to prevent substance abuse whenever possible and to assist in the rehabilitation of employees rather than to terminate the employment of permanent employees who are abusing drugs and alcohol.
- C. The District agrees and warrants that no employee of the District will be discharged for problems caused by the use of illegal drugs or the abuse of alcohol without first having been afforded the opportunity to discontinue use by participating either voluntarily or involuntarily, in a treatment program.
- D. **EDUCATION.** The District 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 this negotiated policy met, but that all Union members are familiar with the issues, problems and current trends of thought concerning contemporary substance abuse.
- E. **STANDARD FOR TESTING.** The Fire Chief or his designee, based upon individualized and articulable 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 articulable suspicion" is a belief based upon objective and identifiable facts sufficient to lead a prudent member to suspect that an employee is using, in possession or control of, or is under the influence of drugs or alcohol while on duty; and such conclusion cannot be imputed to an employee merely because of his/her association with another employee who is believed to be in use, possession or control of, or under the influence of drugs or alcohol while on duty.
- F. Examples of individualized and articulable suspicion 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 i.e. 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 in which safety precautions were violated or careless acts were performed
  6. Reporting for work unfit for duty

G. **RANDOM DRUG TESTING**. The District shall not administer random drug and/or alcohol testing, which term is defined as compulsory testing prompted for reasons other than individualized and articulable 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 employees, 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 District, after resignation or termination, shall be subject to testing as a condition of re-employment.

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

5. An employee may also be tested as part of a random testing program instituted as a result of prior drug and/or alcohol related discipline for a period not to exceed one (1) year.

H. **MASS DRUG TESTING**: The District shall not administer mass drug and/or alcohol testing, which term is defined as compulsory testing of all District employees or all employees within an identified job classification/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 District employees. Mass testing for drug and/or alcohol abuse alone shall not be permitted.

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

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

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

3. If at the end of the second evaluation it is determined that an individualized and articulable suspicion exists, or if either supervisor is not in agreement with the other, the Fire Chief shall be notified and he shall continue the investigation. If the suspected individual is a supervisor, the Fire Chief shall make a determination.

4. The Fire Chief, or his designee in his absence, shall be notified prior to any testing of the suspected individual.

5. After all steps outlined above have been satisfied the suspected individual shall be transported to the Fire District's occupational health care provider, during the period Monday through Friday, 8 a.m. to 5 p.m., EST for testing. If this occurs at any time that the occupational health care provider's facility is closed, the suspected individual will be taken to Virtua Voorhees Division for testing.

6. That employee then shall be relieved from duty with pay for the remainder of the work day. He/she shall call someone to pick him/her up.

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

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

J. **EMPLOYEE ASSISTANCE PROGRAM.** The District, working in cooperation with the Union, shall maintain an Employee Assistance Program (hereinafter, "E.A.P.") which is for the benefit of all employees, voluntary participation, which is participation because an employee believes he/she may benefit by attending programs of the E.A.P., is confidential and is at the option of the employee. The District E.A.P. coordinator shall act as a liaison for the District personnel in conjunction with the District's E.A.P.

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

1. The employee, having met the conditions of individualized and articulable suspicion, the suspected individual shall be transported to the Fire District's occupational health care provider for testing. If this occurs at any time that the occupational health care provider's facility is closed, the suspected individual will be taken to Virtua Voorhees Division for testing. Upon arrival, someone from the medical staff shall direct the employee in providing a urine sample, and this staff representative shall be responsible for insuring chain of custody involving the provided sample. An employee may, and should, ask that a second sample be given and stored in case he/she wishes to appeal the finding of the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. If such test is positive, a confirmation test shall be performed to identify the exact test results. The employee may, at his/her own expense, request the second sample be sent to an independent laboratory for testing. The results of that test shall be his/her basis for appealing the results of the first test. The employee shall have complete and sole discretion as to the selection of the second/independent laboratory provided, however, same is accredited and/or a member of the National Institute for Drug Abuse. The results of the employee's second/independent test shall be provided to both the employee and the District. No unconfirmed positive tests, or records pertaining to same, shall be released or retained by the laboratory.

2. **CONSEQUENCES OF POSITIVE TEST RESULTS.** Should the test results prove positive, and the employee has never attended (either on a voluntary or involuntary basis) an in-patient drug rehabilitation program, the employee shall be afforded opportunity to enroll in a District approved program. Should the employee successfully complete the in-patient rehabilitative program offered, he/she shall be returned to full duty and regular assignment without any disciplinary action taken. The employee 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 employee shall be subject to periodic and unannounced testing. If after successfully completing an in-patient rehabilitative program and the employee 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 District employees. The Union recognizes that, consistent with judicial and administrative decision, the individual may be terminated from service with the District.

L. **REHABILITATIVE ABSENCE.** Employees of the District who will benefit from treatment on an in-patient basis in a rehabilitative substance abuse program shall be entitled to be carried as sick without loss of pay for a maximum of thirty (30) days, provided the employee agrees to and signs the substance abuse agreement, a copy of which is annexed hereto as Attachment "A".

M. **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 .08 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 .08 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

N. **DRUG TESTING.** The laboratory shall test for only the substances and within the limits for the initial and confirmation tests as provided with 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	100 mg/ml
Cocaine Metabolites	300 mg/ml
Opiate Metabolites	300 mg/ml <sup>1</sup>
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 (G.C./M.S.) techniques at the following listed cut-off values.

Marijuana Metabolites <sup>2</sup>	You didn't dictate
Cocaine Metabolites <sup>3</sup>	150 mg/ml
Opiates	
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.

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

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

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

<sup>2</sup> Delta-9-Tetrahydrocannabinol-9-carboxylic acid.

<sup>3</sup> Benzoylcegonine.



Q. **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 initial effective date of this contractual language shall be referenced by the District in proceedings after the ratification of this contractual language, 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.

R. **Additional Provision.** The District shall not implement any procedures, other than reference herein, involving alcohol and/or drug testing, or the consequences thereof, except with the negotiated agreement of the Union. Any District rules/regulations implemented in accord with and/or expoundment upon this contractual language shall be submitted to the Union for collaboration and approval prior to enforcement.

S. **Effect of Article.** This contractual language supersedes all past practices and contractual agreements developed between the District and the Union involving alcohol and/or drug testing.

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

U. **Union Held Harmless.** This contractual agreement was initiated at the request of the District. The District assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and cost arising out of the provisions and/or application of this contractual language relating to drug and alcohol testing. The Union shall be held harmless for the violation of any workers’ rights arising from the administration of the drug and alcohol testing program.

V. **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.

W. **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 XXXXVIII

LAST CHANCE/REHABILITATION AGREEMENT

The following agreement outlines the components of the Last Chance/Rehabilitation

Program for \_\_\_\_\_  
(Name of Employee)

On \_\_\_\_\_,  
(Date of Event) (Name of Employee)

as reported through channels that he was having a substance abuse problem. On

\_\_\_\_\_, \_\_\_\_\_ entered a substance abuse program  
(Date of Admission) (Name of Employee)

at \_\_\_\_\_, in \_\_\_\_\_  
(Name of Facility) (Facility Location)

The following Directives are prescribed to continue the Rehabilitation Program:

1. Continue the intensive Out-Patient Rehabilitation Program at \_\_\_\_\_ (facility). This treatment will meet three (3) times weekly for \_\_\_\_\_ sessions or additional sessions as required by \_\_\_\_\_ (Fire District/Facility).

In addition, there will be a one (1) time a week Family Session meeting for \_\_\_\_\_ weeks. If drug testing is conducted by \_\_\_\_\_ (facility), \_\_\_\_\_ (Employee) will sign an authorization form allowing \_\_\_\_\_ (facility) to release the results to the Fire Chief. At the completion of the \_\_\_\_\_ (week#) and the conclusion of this program, \_\_\_\_\_ (facility) will provide documentation to the Fire Chief that \_\_\_\_\_ (Employee), has been attending and actively participated and has completed this portion of the program.

2. Upon discharge from the intensive Out-Patient Program, \_\_\_\_\_ (Employee), will be assigned to \_\_\_\_\_ (Facility/Out-Patient Group). This treatment will consist of two (2) weekly treatment sessions for \_\_\_\_\_ weeks. At the completion of this program, \_\_\_\_\_ (facility), will provide documentation to the Fire Chief that \_\_\_\_\_ (Employee) has completed this portion of the Program.

3. In the event a higher level of care is necessary, as determined by \_\_\_\_\_ (doctor/facility), \_\_\_\_\_ (Employee) will be required to seek In-Patient Treatment (referred by \_\_\_\_\_). At which time the terms of that agreement will be established.

4. \_\_\_\_\_ (Employee) will be required to maintain involvement with A.A./N.A. and agrees to seek sponsorship and a home group for one (1) year after release from the rehab programs listed above and submit monthly proof of attendance to the Fire Chief.

5. \_\_\_\_\_ (Employee) will be subject to periodic unannounced drug testing from a period of one (1) year from the date he is released from the \_\_\_\_\_ Out-Patient and/or the In-Patient Programs.

6. \_\_\_\_\_ (Employee) acknowledges that he has received a copy of the Article entitled "Drug & Alcohol Policy" from the Voorhees Firefighters Contract IAFF Local 3249 with the Board of Fire Commissioners.

7 If after completing the Out-Patient and/or In-Patient Rehabilitative Programs \_\_\_\_\_ (Employee), again test positive for drugs/alcohol, he shall be deemed as beyond rehabilitation, posing a threat to the health and safety of the general public and other Departmental Members. The Union recognizes that consistent with the Judicial Administrative decision, the individual may be terminated from service within the Department by the Fire District.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
President IAFF, Local 3249

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Counsel IAFF Local 3249

\_\_\_\_\_  
Date

Article XXXIX

Duration, Term and Renewal

This Agreement shall be effective July 1, 2012 and shall remain in full force and effect through June 30, 2015. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

In Witness Whereof, the parties hereto have hereunto set their hands and seal the date first set forth above.

**VOORHEES FIRE DISTRICT:**  
Board of Fire Commissioners Fire District #3  
Voorhees Township, New Jersey

By: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Camden County Uniformed Fire Fighters Association  
International Association of Fire Fighters Local #3249  
A.F.L. C.I.O.C.L.C.

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

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