



VOORHEES FIRE DISTRICT

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AGREEMENT BETWEEN

The Board of Fire Commissioners
Fire District #3
Voorhees Township, New Jersey

AND

"Voorhees Fire District Career Fire Officers"
Camden County Uniformed Fire Fighters
Association
International Association of Fire Fighters
Local #3249
A.F.L.-C.I.O.-C.L.C.

January 1, 2013 through December 31, 2015

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Preamble

This Agreement is entered into this ____ day of March, 2013 by and between the Board of Fire Commissioners, Fire District #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 Voorhees Fire District Career Fire Officers, Camden County Uniformed Fire Fighters Association, I.A.F.F. Local #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 #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 recognizes the Association as the exclusive collective negotiations agent for all paid full time supervisory employees engaged in fire suppression duties, "Battalion Chiefs", "Captains", and "Lieutenants"; also included within the above defined negotiating unit are those employees of the Board whose job titles currently are or may be clerical, maintenance, security or other co-designated classifications provided their job duties include supervisory fire suppression and/or fire prevention activities.
- B. Unless otherwise indicated, the terms "Fire Officer", "Battalion Chief", "Fire Captain", "Lieutenant", and "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 non-supervisory fire suppression employees, the Fire Chief, 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"), and employees not engaged in fire fighting duties.

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. Officials representatives of the Association, pursuant to State Law, will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 40A: 14 177.
- 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 this Agreement by such members, and the Association recognizes that the conditions set forth in this article shall be subject to the mission of the Board.
- E. Whenever an employee is to be questioned and (he/she) is being considered a "target" for possible disciplinary action, the employee shall have the right to request a representative of the Association be present at all stages 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 filed 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. Only one (1) authorized Association representative shall be granted such permission. The Association representative shall not interfere with the normal conduct of work within the fire facility.
- 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 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 needed basis. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonably 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 any 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 an 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 a 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 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 cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may incur in processing the case to arbitration.

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and restricted 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 the 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 findings 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.

E. Group Grievances

1. 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.

F. Time limitations and conditions

1. 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.
2. The time limits expressed herein shall be strictly adhere to. If any grievance has not been initiated within the time limits specified, any rights and/or claims regarding the grievance shall be deemed to be waived by the Association, unless the Association and Fire District mutually agree to extend the time limitation for filing of the grievance.
3. 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.

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 of 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 members 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 1st of April and the 30th 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 the 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 1st and July 31st 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 of 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. Proposed new rules or modifications of existing rules, policies or memorandums.
 - 1. Proposed new rules or modifications of 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, Overtime and Compensatory Time

- A. The normal work week will be forty-four (44) hours, Monday through Sunday, inclusive of a thirty (30) minute lunch break per day, with the normal work day understood as consisting of eleven (11) consecutive hours. The scheduled hours of work will vary from time to time to meet the needs of the District. Nothing in this Agreement shall be construed as providing a guaranteed work day or work week.
1. For officers permanently working a consecutive eight (8) hour work shift, all references contained in this contract with regards to time off (weeks, days or hours) shall be adjusted to reflect the changes in shift. Example: 4 days (44 hours) leave shall be adjusted to 5 days (40 hours) leave.
- 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. There shall be a lunch break of thirty (30) minutes in duration per day. It is understood that the employee must remain on the firehouse premises during the lunch break, and can only leave the premises with the advance approval of their direct supervisor. These breaks are ~~subject to the emergency requirements of the District.~~
- D. Overtime will be paid in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection. Overtime will be calculated at time and ½ based upon an 80hr. pay period.
- E. 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.
- F. Whenever the District determines Fire Officer overtime is necessary, overtime will be offered in accordance with the following procedure:
1. Career uniformed employees of equal rank will first be offered the opportunity for overtime first.
 2. On duty career full time Firefighters meeting the NJ DOP and District requirements (Pre-approved Acting Officers) will be offered the opportunity for overtime second. (Refer to Article XXXVIII Acting Out of Title). Firefighters, Fire Captains will be compensated the difference between their regular hourly rate of pay and the regular hourly rate of pay of the position that they are filling.
 3. Off duty career full time Firefighters, Lieutenants and Fire Captains meeting the NJ DOP and District requirements (Pre-approved Acting Officers) will be offered the opportunity for overtime third. Firefighters and/or Fire Captains will be compensated their overtime rate of pay. In addition, they will receive the difference between their regular hourly rate of pay and the regular hourly rate of pay of the position that they are filling.
- G. Overtime will be distributed as equitably as possible in accordance with the above procedure.

- H. Fire Officers working voluntary overtime and assigned BLS unit duty during regular E.M.T. Bargaining Unit work periods will be compensated at 6th year/step overtime rate of E.M.T. salary guide.
- I. Fire Officers working mandatory overtime will be compensated at one and one half times their normal salary rate regardless of their assignment.
- J. Fire Officers will have first option to work overtime when the District determines supervisory coverage to be necessary during work periods that occur on the holidays listed in Article XIII, Paragraph A and bargaining unit employees would otherwise be scheduled to work.
- K. Fire Officers working voluntary overtime as outlined in Paragraph J, and assigned BLS unit duty will be compensated at a rate of one and one half times their regular hourly rate. Employees working shall be subject to all regular duty assignments.
- L. Fire Officers working mandatory overtime on a holiday outlined in Article XIII, Paragraph A will be compensated at a rate of one and one half times their normal salary rate plus compensatory time equal to that time worked, regardless of their duty assignment.
- M. Other Conditions:
 - 1. Except as provided for in paragraph M-5 of this article, a maximum of Two (2) fire officers (Captains, Lieutenants) shall be permitted to be off on vacation, personal, holiday, compensatory or other scheduled leave at one time.
 - 2. Except as provided for in paragraph M-5 of this article, a maximum of One (1) Chief Officer (Battalion Chief) shall be permitted to be off on vacation, personal, holiday, compensatory or other scheduled leave at one time.
 - 3. The above shall not be impacted in any way by other bargaining unit members temporarily assigned to training, union and/or other administrative leave, light duty/extended sick leave or other temporary assignments so long as the minimum roll call established pursuant to the public employer's managerial prerogative is met.
 - 4. Any Fire Officer member making application for vacation, personal, holiday, compensatory or other scheduled leave, over and above that in Paragraphs M-1, shall be conditionally approved, subject to roll call and based upon the minimum staffing level of two (2) line fire officers (Captain, Lieutenant) on duty. Any bargaining unit member conditionally approved for leave must contact the on duty officer in charge at his/her work station between 0600 and 0615 hours on the conditionally approved day off in order to confirm approval of his/her leave.
 - 5. If roll call and manpower falls below that determined to be necessary by the fire district, any conditional approval of leave may be rescinded. Any bargaining unit member ordered to work as result of conditional leave being rescinded shall report to his/her duty station no later than 0700 hours. Leave time to cover the period of absence shall be charged to the members leave balance as appropriate.
 - 6. Approval for time off applications whether it is for a week, a day, or an hour shall be returned approved, denied, or conditionally approved from the District or its designee within (3) consecutive work days, unless an extraordinary circumstance exists.

N. Compensatory Time:

- 1) District Training – When the Fire Officers and the District mutually agree, fire officers may be assigned to provide “District Training” outside of their normal work shift/schedule. The fire officer(s) shall be compensated “Compensatory Time” at a rate of time and one-half (1 ½) the hours worked. Compensatory time earned shall be recorded and maintained by the Chief, or his designee.

- 2) General Overtime – Upon filling out a compensation request form for overtime earned at time and ½, the employee will have the option to request compensatory time equal to time and ½ in lieu of salary. Compensatory time earned shall be recorded and maintained by the Chief, or his designee.
 - i. The employee may use this time at the employee’s discretion however, it will be approved as if it were vacation or personal time.
 - ii. The accrued compensatory time will be used in the current year it was earned, if compensatory time is not used before December 31st of the current year the compensatory time will be lost.

Article X - Exchange of Hours of Duty

- A. The request for 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 fire fighter 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).
- D. Employee's making application or accepting a request for Exchange of Time of shift/hours, may submit a request for time off for the time exchanged. All applications for time off are subject to all time off conditions covered under this Agreement.

Article XI - Salaries

A. Salaries 2013 through 2015

1. Effective January 1, 2013 through December 31, 2015 the salaries for all Fire Officers shall be as follows;

	1/1/2013	1/1/2014	1/1/2015
LIEUTENANT	\$95671	\$98541	\$100512
SENIOR LIEUTENANT	\$99020	\$101990	\$104030
CAPTAIN	\$99371	\$102353	\$104400
SENIOR CAPTAIN	\$102850	\$105935	\$108054
BATTALION CHIEF	\$113553	\$116959	\$119298
SENIOR BATTALION CHIEF	\$117527	\$121053	\$123474

2. On January 1st of the year the employee commences their nineteenth (19) year of service, the employee shall begin the Senior Officer Step of the Salary Guide.

Article XII – Longevity

- A. All bargaining unit employees shall be entitled to longevity payments according to the following years of service with the Voorhees Fire District;

<u>Years of Service with the Fire District</u>	<u>Longevity (%) of Base Salary</u>
Starting through 4 years of service _____	0.00%
Beginning the 5th - the 9th year of service _____	1.00%
Beginning the 10th - the 14th year of service _____	2.00%
Beginning the 15th the 18th year of service _____	3.00%

- 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 employee's 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. Upon completion of the employees eighteenth (18) year of service the aforementioned longevity payment schedule will cease. Upon the commencement of the employees nineteenth (19) year of service the employee shall begin the Senior Officer Salary Guide as found in Article XI, "Salaries" of this agreement.

Article XIII - Holidays

- A. Bargaining unit employees shall be entitled to Six (6) holidays as follows: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. In addition to the designated holidays, all bargaining unit employees shall be entitled to eight (8) floating holidays designated as personal days.
 - 1. In the occurrence that one of the above holidays falls on the member's day off or a weekend, the member will receive an additional floating holiday as a personal day. In such occurrences, all days shall be available to the employee on January 1 of each calendar year.
- C. In the event a Fire Officer has personal time remaining at the end of a calendar year, up to one (1) week of earned personal time may be carried over into the following year as vacation time.
- D. Other Conditions:
 - 1. Except as provided for in paragraph C-5 of this article, a maximum of Two (2) line fire officer (Captain, Lieutenant) shall be permitted to be off on vacation, personal, compensatory or other scheduled leave at one time.
 - 2. Except as provided for in paragraph C-5 of this article, a maximum of one (1) Chief Officers (Battalion Chief) shall be permitted off on vacation, personal, compensatory or other scheduled leave at one time.
 - 3. The above shall not be impacted in any way by other bargaining unit members temporarily assigned to training, union and/or other administrative leave, light duty/extended sick leave or other temporary assignments so long as the minimum roll call established pursuant to the public employer's managerial prerogative is met.
 - 4. Any line fire officer (Captain, Lieutenant) making application for vacation, personal, compensatory or other scheduled leave, over and above that in Paragraphs C-1, shall be conditionally approved, subject to roll call and based upon the minimum staffing level of two (2) line fire officers (Captain, Lieutenant) on duty. Any bargaining unit member conditionally approved for leave must contact the on duty officer in charge at his/her work station between 0600 and 0615 hours on the conditionally approved day off in order to confirm approval of his/her leave.
 - 5. If roll call and manpower falls below that determined to be necessary by the fire district, any conditional approval of leave may be rescinded. Any bargaining unit member ordered to work as result of conditional leave being rescinded shall report to his/her duty station no later than 0700 hours. Leave time to cover the period of absence shall be charged to the members leave balance as appropriate.
 - 6. Approval for time off applications whether it is for a week, a day, or an hour shall be returned approved, denied, or conditionally approved from the District or its designee within (3) consecutive work days, unless an extraordinary circumstance exists.

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 2nd year of employment through the 4th calendar year of employment, employees shall be entitled to twelve (12) vacation days per year.
 3. From the beginning of the 5th year of employment through the 9th calendar year of employment, employees shall be entitled to seventeen (17) vacation days per year.
 4. From the beginning of the 10th year of employment through the 20th year of employment, employees shall be entitled to twenty-two (22) vacation days per year.
 5. During the 21st year of employment, employees shall be entitled to twenty-six (26) vacation days per year.
 6. During the 22nd year of employment, employees shall be entitled to twenty-seven (27) vacation days per year.
 7. During the 23rd year of employment, employees shall be entitled to twenty-eight (28) vacation days per year.
 8. From the 24th year until the end of employment, - employees shall be entitled to twenty-nine (29) vacation days per year.
- B. The vacation year is January 1st through December 31st.
- 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. Other Conditions:

1. Except as provided for in paragraph F-5 of this article, a maximum of Two (2) line fire officers (Captain, Lieutenant) shall be permitted to be off on vacation, personal, compensatory or other scheduled leave at one time.
2. Except as provided for in paragraph F-5 of this article, a maximum of one (1) Chief Officer (Battalion Chief) shall be permitted off on vacation, personal, compensatory or other scheduled leave.
3. The above shall not be impacted in any way by other bargaining unit members temporarily assigned to training, union and/or other administrative leave, light duty/extended sick leave or other temporary assignments so long as the minimum roll call established pursuant to the public employer's managerial prerogative is met.
4. Any line fire officer making application for vacation, personal, compensatory or other scheduled leave, over and above that in Paragraphs M-1, shall be conditionally approved, subject to roll call and based upon the minimum staffing level of two (2) line fire officers (Captain, Lieutenant) on duty. Any bargaining unit member conditionally approved for leave must contact the on duty officer in charge at his/her work station between 0600 and 0615 hours on the conditionally approved day off in order to confirm approval of his/her leave.
5. If roll call and manpower falls below that determined to be necessary by the fire district, any conditional approval of leave may be rescinded. Any bargaining unit member ordered to work as result of conditional leave being rescinded shall report to his/her duty station no later than 0700 hours. Leave time to cover the period of absence shall be charged to the members leave balance as appropriate.
6. Approval for time off applications whether it is for a week, a day, or an hour shall be returned approved, denied, or conditionally approved from the District or its designee within (3) consecutive work days, unless an extraordinary circumstance exists.

Article XV - Separation, Death and Retirement

- A. Employees shall retain all pension rights as firefighters 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 1st 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, sick, 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 (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1st through December 31st.
- 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.
- I. Upon retirement with twenty-five (25) years of service, medical and dental insurance coverage shall be continued by the District for the retiree, their spouse, and dependent children. Coverage will be continued until the retiree reaches Medicare eligibility age and secures successful enrollment in Medicare.
- J. Employees retiring with a minimum of twenty (20) years of service shall be provided with the following retirement entitlements:
 - a. Class A Uniform with Badges
 - b. Firefighting Service Helmet with Frontace

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.
- 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 compensated under Article XVII.
- C. Sick leave terms and conditions.
 - 1. Employees may, at the Board's sole discretion, 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.
 - 2. Employees may, at the Board's sole discretion, be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when said time is used for Family Leave that exceeds three (3) consecutive work days.
- D. The Board may, at the Board's sole discretion, require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the Board.
- E. Sick leave terms and conditions.
 - 1. The Board may, at the Board's 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.
 - 2. The Board may require, at its sole discretion and subject to HIPPA and/or any other law or regulation, an employee to provide copies of all medical records relevant to the illness or injury at issue, at the Board's 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.
 - 3. Any information provided will be protected subject to the employee's expectation of privacy. The Board shall not unreasonably exercise its managerial prerogative regarding this subject.
 - 4. Any report issued by a doctor regarding this subject shall be limited to "Fit for Work" or "Unfit for Work".
 - 5. In the event that the employer requires an employee to be examined by a physician as a condition of the employee's return to work, the employee who, in accordance with the Temporary Light Duty provisions of this agreement, is capable of performing alternative duty assignments, shall be placed on temporary light duty from the time the employee returns to work until examined and determined fit for duty.

- 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 one (1) hour prior to the start of their shift, if possible.
- G. In case of sick leave due to contagious disease or to care for a seriously ill member of the employee's immediate family, reasonable proof may, at the Board's sole discretion, 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, personal days, or compensatory time, if available.
 - 1. Employees retiring after twenty-five (25) years of service shall be paid for unused sick leave up to a maximum of 650 hours in equal annual installments over three (3) years. Said payments shall commence upon the employees retirement date. 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 Police and Firemen's Retirement System and 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 separation from service for any reason not set forth above, the employee shall not be entitled to any compensation for accumulated sick days.
 - 5. If a Fire Officer of the Department is unable to perform his services by reason of illness or incapacity which does not arise out of and in the course of his employment and therefore is not a Worker's Compensation illness or injury for a consecutive period of more than twelve (12) weeks, (exclusive of any vacation, sick leave and/or personal time to which the Fire Officer may be entitled), after the twelfth (12th) week, at the discretion of the Board, the Fire Officer salary may cease. The Fire Officer's full compensation shall be reinstated upon his return to full-time employment.
- I. Employees who utilize less than the aforementioned amounts will be entitled to the following sick incentive on an annual basis. This incentive will run from the first pay period in January till the last pay period in December. The incentive will be paid in the first pay period in January of the following year.
 - 1. If the employee uses zero (0) sick days for the current year the employee will receive an incentive of USD \$1,300.00.
 - 2. If the employee uses up to two (2) sick days for the current year the employee will receive an incentive of USD \$1,000.00.

Article XVII - Injury Leave

- a. 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.
 - i. 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.
 - ii. 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 a 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 Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off 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 whether slight or severe, while working, 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.
 - 1. 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.
 - a. The Board may require, at its sole discretion and subject to HIPPA and/or any other law or regulation, an employee to provide copies of all medical records relevant to the illness or injury at issue, at the Board's expense, to the designated physician. Any requested information shall be provided to the designated physician prior to the examination.
 - b. Any information provided will be protected subject to the employee's expectation of privacy.
 - c. The Board shall not unreasonably exercise its prerogative regarding this subject.
 - 2. Any report issued by the designated physician regarding this subject shall be limited to "Fit for Work" or "Unfit for Work".
- F. 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 death of the employee's spouse or domestic partner, the employee shall be granted eight (8) consecutive work days off without loss of pay commencing the day of death.
- B. In the event of death of the employee's parents, children, brothers or sisters, (including step-parents/children/siblings), mother-in-law, and father-in-law the employee shall be granted four (4) consecutive work days off without loss of pay commencing the day of death.
- C. Leave with pay for three (3) days shall be granted in the case of the death of grandparents, grandchildren.
- D. The Fire Chief may grant leave without pay for anyone else not included.
- E. If additional time is required, an employee may use accumulated personal, compensatory or vacation time as emergency leave upon approval of the Fire Chief.
- F. An employee will request bereavement leave from the Fire Chief at the earliest practicable time.
- G. Proof of death may be required at the Fire Chief's discretion.

Article XIX -- Military Leave

- A. Military leave shall be granted pursuant to State and Federal Statues and Regulations, upon Department of Personnel regulations.

Article XX - Leave of Absence

- A. Leave of absence without any pay is at the discretion of the Board, and may be granted for good cause to any employee who has completed their probationary period.
- B. Leave of absence can be any specified time period up to a maximum of one (1) year.
- C. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article XXV. 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 and/or the Police and Firefighters 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 Department of Personnel, N.J.S.A. Titles 11 and 11-A.
- B. The Board will maintain on file in the Board office a complete and current Department of Personnel job description 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 all uniforms and turnout gear according to the clothing allowance as set forth in Appendix A. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.
- 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 and/or received by the employee within five working days. The employee as soon as reasonably possible will receive replacement items that are ordered.
- 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 employee must wear, undershirt). The Fire Chief shall determine the proper uniform for the work being performed.
- E. The Board will provide its employees with all Personal Protective Equipment (PPE) that meet or exceed the requirements of N.F.P.A. and O.S.H.A. PPE shall be provided according to Appendix A.
- F. The designated Fire District Uniform will be mutually agreed upon by the Board and the Association.

Article XXIV - Travel Expenses

- G. 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, Medical, and Legal Benefits

- A. All existing hospital and medical benefits provided to employees and their families shall be retained and continued in full force and effect.
1. The District will provide hospitalization and medical benefits under the NJ State Health Benefits Program or equivalent. This will include the NJSHBP's free standing prescription drug program or equivalent. Dental coverage will remain separate from the NJSHBP under Met Life Dental or equivalent.
 2. For those who wish to option out of health care benefits, compensation will be \$4600.00 and shall be paid to the employee in 2 installments, July and December of the year for which coverage was waived for. The waiver must be completed in accordance with the SHBP Waiver Agreement.
 3. Beginning January 1, 2013, all active Fire Officers will contribute towards the cost of their Hospitalization and Medical Benefits according to New Jersey State Law.
- 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 with twenty-five (25) years of service, medical and dental insurance coverage shall be continued by the District for the retiree, their spouse, and dependent children. Coverage will be continued until the retiree reaches Medicare eligibility age and secures successful enrollment in Medicare.
- 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. The District shall keep in full force and effect a Professional Liability Insurance Policy that shall provide for legal representation in civil cases.

The District shall provide legal representation for any employee who has criminal charges brought against them resulting from the performance of their duties, provided that:

1. The attorney is mutually agreed upon by the District and the employee;
2. The attorney's hourly fees are consistent with the normal hourly fees charged in this area;
3. The hours spent in defending the employee are reasonable in regard to the charges against them;
4. Any excess in numbers 2 and 3 are the responsibility of the employee;
5. There is no conflict between the employee's defense and the District's best interests.

F. "Court Appearances"

1. Any officer required to appear in court proceedings due to circumstances that arise from their service with the District shall do so without loss of pay for the period spent in court proceedings and shall receive applicable travel expenses. This provision shall not apply to internal departmental disciplinary matters.

2. In reference to Internal Departmental Disciplinary (IDD) matter, all officers shall be released from duty, if on duty, to attend the IDD matter for the amount of time necessary for their appearance. This is regardless of whether the officer is the subject of the disciplinary action or is attending as a witness for any party involved.

3. Any officer(s) attending an IDD matter on their own behalf or as a witness called by any party other than the District, while off duty, shall attend without compensation by the District.

4. Any officer(s) attending the IDD matter at the request of the District shall have all attendance time whether on or off duty considered "hours worked," and shall be compensated in accordance with this 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 rebuttable presumption that the employee is eligible for injury leave pursuant to Article XVII.

Article XXVII - Safety Clause

- A. There: will be a committee appointed by the President of the Association which will be permitted to offer in writing any information approved by the Association to the Fire Chief for the purchase of equipment, turnout gear, uniform, and apparatus. This is also to include refurbishing equipment or apparatus, and altering or constructing new fire stations, and other matters relating to safety.
- B. The Association will supply the Fire Chief with a copy of the minutes of the Safety Committee meetings.

Article XXVIII – Promotions

- A. 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, Department of Personnel.

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 this 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 this Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation purposes by the Fire Chief, Administrator or Board only.
- B. Upon advanced written 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 complaint, 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.
- G. All employees' medical records shall be segregated from all other records and secured in a locked cabinet, in a locked room, at the Fire District Administration Building located at 423 Cooper Road. Access and safeguarding of medical records, and all information therein, shall be subject to HIPPA and/or any other applicable laws and/or regulations.

Article XXXI - Printing and Supplying Agreement

- A. This Agreement and any future agreement 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

- A. 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, 40A or any other national, state, county or local laws or ordinances pertaining to the employee covered by this Agreement.

Article XXXIII - Separability and Savings

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of 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 - Emergency Medical Services

- A. As of January 1, 2006 the Voorhees Fire District will require all Fire Officers to obtain and maintain a minimum N.J. State, Division of Health and Senior Services, Emergency Medical Technician – Basic (EMT-B) Certification. As of January 1, 2006, the Voorhees Fire District will require all present Fire Officers who are not N.J. State, Division of Health and Senior Services, Emergency Medical Technician – Basic (EMT-B) certified to immediately enroll in the appropriate and necessary classes to obtain said certification.
- B. If, in the future, it is discovered that engaging in BLS unit work precludes employees from binding interest arbitration, then BLS unit work will cease. Employees ceasing to perform BLS unit work will no longer be entitled to any compensation received for performing such work.
- B. If, in the future, it is discovered that engaging in BLS unit work precludes employees from participating in the Police and Firemen's Retirement System, then BLS unit work will cease.
- C. In the event of such discovery, any discontinuation of such work will be held in abeyance pending any appeal process initiated by the Board provided such stay is approved by the Police and Fire Retirement System Board of Trustees.
- D. Maintaining current policy the District shall be responsible for providing the necessary EMT-B training, inclusive of required CEU core/elective classes.
- E. Those Fire Officers not certified will be given the opportunity to become certified. Such opportunity will be scheduled by the District. Initial certification and recertification expenses shall be paid for by the District. The District shall make every attempt to provide departmental training for recertification purposes. Employees will be compensated hour for hour if attending classes on off-duty time. Classes scheduled, while an employee is on-duty, will be attended by the employee, as part of their regularly scheduled time on-duty. The District may, pursuant to the applicable provisions of the current collective bargaining agreement, reassign employees from their regular duty assignment to training. The District and Union agree that study time will also be provided for employees enrolled in classes.
 - 1. The appropriate District and Local representatives will meet to formulate the assignment procedure, as well as determine the timetable for scheduling the upcoming certification courses.

Article XXXVI – Fire Inspections

- A. As of January 1, 2006, the Voorhees Fire District will require all Fire Officers to have and maintain a minimum N.J. State, Division of Fire Safety, Fire Inspectors Certification. As of January 1, 2006, the Voorhees Fire District will require all present Fire Officers who are not N.J. Division of Fire Safety certified to immediately enroll in the appropriate and necessary classes to obtain said certification.
- B. If, in the future, it is discovered that engaging in Fire Inspection work precludes employees from Binding Interest Arbitration, then fire inspection work will cease. Employees ceasing to perform fire inspection work will no longer be entitled to any compensation received for performing such work.
- C. If, in the future, it is discovered that engaging in Fire Inspection work precludes employees from participating in the Police and Fireman's Retirement System, then Fire Inspection work will cease. Employees ceasing to perform Fire Inspection work will no longer be entitled to any compensation received for performing such work.
- D. In the event of such discovery, any discontinuation of such work will be held in abeyance pending any appeal process initiated by the Board provided that such stay is approved by the Police and Fire Pension System Board of Trustees.
- F. Maintaining current policy the District shall be responsible for providing the necessary certification and recertification technical and administrative CEU classes in order to maintain their Fire Inspector and/or Fire Official Certification/License. The District shall provide Fire Officers two (2) administrative days per college semester to attend Fire Inspector/Official re-certification CEU classes.
- G. Those Fire Officers not certified will be given the opportunity to become certified. Such opportunity will be scheduled by the District. Initial certification and recertification expenses shall be paid for by the District. The District shall make every attempt to provide departmental training for recertification purposes. Employees will be compensated hour for hour if attending classes on off-duty time. Classes scheduled, while an employee is on-duty, will be attended by the employee, as part of their regularly scheduled time on-duty. The District may, pursuant to the applicable provisions of the current collective bargaining agreement, reassign employees from their regular duty assignment to training. The District and Union agree that study time will also be provided for employees enrolled in classes.
 - 1. The appropriate District and Local representatives will meet to formulate the assignment procedure, as well as determine the timetable for scheduling the upcoming certification courses.

Article XXXVII – Jury Duty

- A. All employees shall be granted time off without loss of pay, vacation time or other compensatory time for jury duty. The employee must be scheduled to work in order to receive administrative leave for jury duty.

Article XXXVIII – Acting Out of Title

- A. When the District determines substitute supervisor coverage to be necessary, Fire Officers 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. Designation of replacements and overtime will be offered on a seniority based rotation.
- B. Firefighters, Fire Captains meeting the NJ DOP and District requirements (Pre-approved Acting Officers) will be offered the opportunity to act in the place of a supervisor, and shall be compensated at the hourly rate for all hours worked in the acting capacity. Designation of replacements and overtime will be offered on a rotational basis.
 - 1. Captains acting as a Battalion Chief will receive the Battalion Chiefs rate of pay for all hours acting
 - 2. Firefighters meeting the above requirements (B) can only act as a Lieutenant and receive only Lieutenants rate of pay for all hours acting
 - 3. Lieutenants can not be compensated for the rank of Captain and can not act in the title of Battalion Chief.
- C. The Fire District acknowledges that every fire officer position within the chain of command is important and essential towards the District's deployment of successful administrative and fire ground operations. Therefore, at no time shall a Fire District Chief Officer be temporarily demoted in rank by assignment to fill vacancies. The District shall maintain an active list of eligible "Acting Lieutenants, Captains" and "Acting Battalion Chiefs" (current NJ DOP B/C Exam). Available vacancies will be filled according to Article IX, "Hours, Overtime and Compensatory Time." In addition, eligible Acting Officers will be selected based upon NJ DOP ranking seniority and on a rotational basis.

Article XXXIX - Emergency Leave

- A. Employees shall be granted emergency leave for a bona fide emergency situation 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 XXXX - Fully Bargained Agreement

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues that 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 any right or claim not expressed in this Agreement.

Article XXXXI - Superseding Clause

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

Article XXXXII - New Jersey State Disability Benefits Program

- A. The Board of Fire Commissioners, by approval of this agreement, shall elect voluntary temporary disability insurance coverage under the State Plan effective January 1, 2003 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 under law to be covered by the 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 make contribution 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 to the program and do hereby authorize the Board to take deductions from their salary as provided by law to ensure participation in the program.
- E. If a Fire Officer of the Department is unable to perform his services by reason of illness or incapacity which does not arise out of and in the course of his employment and therefore is not a Worker's Compensation illness or injury for a consecutive period of more than twelve (12) weeks, (exclusive of any vacation, sick leave and/or personal time to which the Fire Officer may be entitled), after the twelfth (12th) week, at the discretion of the Board, the Fire Officers salary shall cease. The Fire Officers full compensation shall be reinstated upon his return to full-time employment.

Article XXXXIII - Spousal Maternity Leave

- A. Four (4) consecutive work days sick leave may be utilized for spousal maternity leave. 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 XXXXIV - Labor Management Committee

- A. Authorized representatives of the District and Association shall meet at mutually agreeable times on an as needed basis to discuss matters of mutual concern.

Article XXXXV – 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.

Article XXXXVI – Health, Wellness & Physical Fitness

- A. The District shall permit their employees to engage in physical fitness exercise for a period of sixty (60) minutes each tour of duty.

- B. The District shall permit their employees to utilize the Fitness Gym Facilities within the Fire District during their off duty hours.

- C. Each Fire Officer within the Voorhees Fire District 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
 - 4. Face Shield / Mask Testing
 - 5. Head to toe physical exam
 - 6. Initial tetanus shots with booster shots every ten (ten) 10 years or as may be otherwise recommended by the Center for Disease Control.
 - 7. 3 shot HEP B vaccination series
 - 8. Titer if necessary. Employees may refuse a Titer by signing a waiver to that effect.

- D. 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.

- E. 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 XXXXVII – Education, Training, and Professional Development

- A. Beginning January 1, 2014, all fire officers shall be compensated \$10.00 per credit earned from any accredited institution of higher education. Payments shall be added to the fire officer's annual base salary. Payments shall be capped at \$1,200 annually. Documentation of credits earned shall be provided to the Fire District by December 1 of each year so that proper salary adjustment can be made for the following year.

Article XXXXVIII – 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.

L. **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.

M. **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".

N. **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.

O. **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 ¹
Phencyclidine	25 mg/ml
Amphetamines	1000 mg/ml

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

Marijuana Metabolites ²	You didn't dictate
Cocaine Metabolites ³	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.

P. **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.

Q. **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.

R. **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.

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

² Delta-9-Tetrahydrocannabinol-9-carboxylic acid.

³ Benzoylcegonine.

S. **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.

T. **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.

U. **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.

V. **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.

W. **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.

X. **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.

Y. 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 XXXXVIII – Retroactive Pay

It is understood and agreed by all parties to this agreement that provisions in regard to salary and pay scales referred to in Article XI, “Salaries”, of this agreement will be retroactive to January 1, 2013

Article L - Duration, Term and Renewal

This Agreement shall be effective January 1, 2013 and shall remain in full force and effect through December 31, 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 Where of, the parties here to have here unto set their hands and seals the date first set forth above.

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

Date _____

Date _____

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
I.A.F.F. LOCAL #3249
A.F.L. C.I.O.C.L.C.

Date _____

Date _____

APPENDIX A "CLOTHING ALLOWANCE"

Quantity Type/Article

(*) NFPA Compliant Personal Protective Equipment (PPE):

*PPE and quantity shall be issued accordingly:

- (2) Hoods
- (2) PPE Coat**
- (2) PPE Pant**
- (2) Pair of Fire Gloves
- (1) Fire Helmet
- (1) Pair of Fire Boots
- (1) SCBA Mask
- (1) Pair of Safety Glasses
- (1) Pair of Leather Gloves

**Two (2) sets of PPE shall be purchased annually until each Fire Officer has two (2) complete sets of N.F.P.A. compliant PPE.

- (1) Complete Class A uniform (Detailed List to be Appendix)
- (6) Nomex Short sleeve shirts with embroidered rank insignias (Class B)
- (6) Nomex Long sleeve shirts with embroidered rank insignias (Class B)
- (6) 100% Cotton tee shirts
- (5) Nomex pants (Class B)
- (5) 100% Cotton mock-turtlenecks
- (5) 100% Cotton collared staff shirts
- (2) Clip-on Neck Ties
- (2) Badges
- (1) Set of Collar Rank Insignias for Winter/Spring Coat
- (1) Plain or Basket Weave Belt
- (1) Name plate
- (1) Winter/spring coat
- (1) EMS insulated raincoat
- (2) Collared sweat shirt (Job shirt)
- (*) Station footwear: At the employee's option (either/or - not both)
Two (2), USD \$125.00/pair maximum expenditure
One (1), USD \$250.00 expenditure by the Board