

**Agreement Between
The Township of Medford
And
Burlington County Professional
Fire Fighters Association,
International Association of Fire Fighters
Local 3091
A.F.L.-C.I.O.-C.L.C.
Shop 25F & Shop 25O
January 1, 2012 through December 31, 2014**

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWNSHIP OF MEDFORD AND
THE BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 3091, A.F.L.-C.I.O.-CLC., SHOP 25 F & SHOP 25 O**

The Township of Medford (“the Township”) and the Burlington County Professional Firefighters Association, International Association of Fire Fighters, Local 3091, A.F.L.-C.I.O.-C.L.C., Shop 25 F and Shop 25 O (“Union”) have reached an agreement on the terms of a collective negotiations contract to succeed the contract which will expire on December 31, 2014. This Agreement is subject to ratification by the Township Council and the Union.

PURPOSE

THIS AGREEMENT is entered into between the Township and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Township 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 the Township of Medford, and its employees.

**ARTICLE 1
RECOGNITION**

A. Pursuant to its voluntary recognition, the Township recognizes the Association as the sole and exclusive bargaining agent for all paid employees engaged in fire suppression duties, including Firefighters, Firefighter/EMT, Firefighter/Inspector, Firefighter/Inspector/EMT, Lieutenant, and Deputy Chief.

B. This agreement shall exclude managerial executives within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et. seq. (hereinafter "the Act"), volunteer firefighters and employees not engaged in firefighters duties.

**ARTICLE 2
NON-DISCRIMINATION**

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

B. The Township 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 Township or the Association against any employee because of the employees' membership or non-membership or activity or non-activity in the Association.

**ARTICLE 3
ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. Pursuant to N.J.S.A. 40A:14-177, one authorized representative from each shop shall be granted administrative leave with pay to attend the annual conventions of the Professional Fire Fighters Association of New Jersey and the International Association of Fire Fighters held within the state of New Jersey. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the conventions.

B. No more than two 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 execution of a new agreement for these units. 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. One shop member designated as a State Delegate shall be released one day per month to attend the monthly Delegates meeting. Release shall be granted by the Public Safety Director upon reasonable notice and within the reasonable discretion of the Public Safety Director.

D. No more than two authorized representatives of the Association shall be permitted to visit any facility within the Township for the purposes of processing or investigating grievances, provided that prior approval has been secured from the Director of Public Safety. The Association representatives shall not interfere with the normal conduct of work within the facility.

E. 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 Township.

F. Whenever an employee is to be questioned and he is being considered a “target” for possible disciplinary action, he shall have the right to request a representative of the Association be present at all stages of questioning. Employees may invoke their Weingarten Rights and choose not to answer any questions until an authorized representative of the Association is present. 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

ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Township 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 Township 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 Township.
2. To make rules of procedure and conduct, 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. Upon written notice, 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 of Public Safety (“Department”)
4. To hire all employees, to promote, transfer, assign, or retain employees in positions within the Department.
5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to the law.

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.

B. Pursuant to the laws of the State of New Jersey and the United States, the exercise of the forgoing powers, rights, authority, duties or responsibilities of the Township, 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.

C. All references to the Director of Public Safety shall mean the Director of Public Safety or his/her designee, or in the event of that person's absence or a vacancy, the person identified by Township Ordinance.

ARTICLE 5 GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to 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 Township staff.
3. Nothing herein shall be deemed to deny employees of any statutory or legal rights recognized under the law as existing independent from this Agreement or the procedures contained within it.

B. Definition:

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of contractual agreements, and administrative decisions affecting the terms and conditions of employment under this agreement. A grievance shall be filed by the Association on behalf of an individual or group of individuals. A grievance must clearly identify at its inception and thereafter that it is an individual, group, or class action grievance.
2. Prior to filing any grievance, an earnest effort should be made to resolve the controversy. An authorized representative of the Association and any affected employees should meet with the Director of Public Safety, to review the matter and explore a mutually fair and equitable resolution.

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:

1. Step one:

i. 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 with a copy forwarded to the Director of Public Safety. 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 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 its determination to the Director of Public Safety with request that the Director of Public Safety investigate and resolve same, if required. If written confirmation is not given to the Director of Public Safety within said 15 days, the grievance shall be deemed abandoned. If the resolution of the grievance has not been reached or the Director of Public Safety does not render a decision within fifteen (15) working days of the submission of the Association Grievance Committee to the Director of Public safety, the grievance may proceed to Step Two.

ii. The Union's written grievance must identify the specific provision of this Agreement allegedly violated and detail the factual basis for the alleged violation of the specific provision. Any fact or provision not so specified in writing by the Union at Step 1 shall not be raised or considered during subsequent Steps or, if pursued, at arbitration.

2. Step two:

i. In the event a satisfactory settlement has not been reached at Step One, the Association may, within fifteen (15) calendar days of the Director of Public Safety's decision, file its written grievance with the Township Manager. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

ii. The Township Manager shall review the decision of the Director of Public Safety, and within fifteen (15) working days from receipt of the grievance, make a written determination.

3. Step three:

i. In the event the grievance has not been resolved in Step Two, the Association may within thirty (30) calendar days of the Township's decision, petition for arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment

Relations Commission (PERC). However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Township.

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 his/her 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 Township of Medford 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 arbitration hearing unless agreed to otherwise by the parties.
4. No more than one grievance may be considered by the Arbitrator without prior written agreement of the Parties. All arbitration proceedings shall be closed proceedings and attendance at the proceedings shall be strictly limited to a maximum of two representatives for the Township and two representatives for the Union, the grievant, and an attorney for the Township and Union. All witnesses, other than those identified in the previous sentence, shall be sequestered during the proceeding. No more than 3 bargaining unit witnesses shall be entitled to pay for attending arbitration. All other bargaining unit witnesses shall not be entitled to pay for attending arbitration.

E. Group Grievances:

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

F. Township Grievances:

1. Grievances initiated by the Township shall be filed simultaneously with the Association President and Shop Steward within fifteen (15) calendar days after the occurrence giving rise to the grievance. The Township and Association shall schedule a meeting within fifteen (15) calendar days of the grievance filing in an effort to resolve the dispute. The Township’s grievance may be referred to grievance arbitration within thirty (30) calendar days of meeting with the Association if it is not resolved. Nothing contained herein shall require or preclude Township action or decision pertaining to any matter without the filing of a grievance.

G. Time Limits:

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

**ARTICLE 6
MAINTENANCE OF OPERATIONS**

A. 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 Township.

B. 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 Township.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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.

D. The Township 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 7
DUES, DEDUCTIONS, AND AGENCY SHOP**

A. The Township 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 who signs a properly dated authorization card, supplied by the Association and verified by the Director of Public Safety during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township either new authorization 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 Director of Public Safety or designee.

E. Any such written authorization may only be withdrawn between the period of the 1st of April and the 30th of June by filing a withdrawal notice with the Township. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those employees who elect not to become a member of the 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 fair share assessment. A copy of the written notice of the amount of 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 in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

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 Township 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 Township or employee requesting it.

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 Township or require the Township to take any action other than to hold fee in escrow pending resolution of the appeal.

G. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability, including but not limited to costs and actual attorney's fee that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, 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 8 EMPLOYEE RIGHTS AND PRIVILEGES

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

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

C. Whenever an employee is required to appear before any Supervisor, Director of Public Safety, or Township Manager concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the association present to advise them and represent them during such meeting or interview.

D. Employees shall be entitled to inspect the Township's payroll and time records relating to their employment in the event of any complaint or dispute concerning wages, vacations and/or holidays. Employees wishing to inspect the Township's records shall make an appointment with the Director of Public Safety during regular business hours.

ARTICLE 9 HOURS AND OVERTIME

A. A half hour meal period shall be included within each regular work period. Two fifteen minute break periods, one in the first half of the shift and one in the second half of the shift, shall also be included within each regular work period. Employees shall remain available for immediate response to emergency calls during meal and break periods.

B. Except in emergencies, all employees must be given written notification five (5) calendar days in advance of any permanent change of employee work schedule or assignment.

C. Compensatory time earned on or after January 1, 2012 for hours worked up to a maximum of 106 hours in a fourteen (14) day work period, shall be paid at the same rate of pay applicable to the employee at the time the compensatory time was earned by the employee. Compensatory time earned for hours worked beyond 106 hours in a 14 day work period shall be paid at the rate of pay applicable to the employee at the time the compensatory time is paid by the employer.

D. When a Union member is recalled for mandatory duty after the end of their regular work hours, he/she shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of one-half (1/2) hour at his/her rate, so long as the recall is not contiguous with their regularly scheduled shift or the employee may choose to receive compensatory time at the rate of 1 ½ hours for time worked. Time increments shall be rounded to the nearest half hour.

Incidental overtime contiguous with regular work hours will be paid at straight time for the first two (2) hours per week before overtime is paid at a rate of 1 ½ hours per hour worked. Time increments shall be rounded to the next half hour.

E. Overtime will be distributed as equitably as possible and open shifts shall be covered with full time personnel first only if the budgets permits and only with the approval of the Director of Public Safety.

F. In accordance with N.J.S.A. 40A:14-50, the Director of Public Safety shall be solely responsible for the determination of an emergency and replacement of personnel.

G. In the event the Township decides to create a 24 hour fire department during the terms of this contract, the Union shall not object to said creation.

**ARTICLE 10
EXCHANGE OF HOURS OF DUTY**

A. Employee requests to exchange hours of duty may be granted by the Director of Public Safety, at his/her discretion.

**ARTICLE 11
SALARIES**

	2012 - 0%	2013 – 1.5%	2014 – 1.75%
Firefighter	\$68,500	\$69,527.50	\$70,744.23
Firefighter Start Date of 1/1/12 or after	\$50,000	\$50,000	\$50,000

	2012 – 0%	2013 – 1.5%	2014 – 1.75%
Fire Lieutenant	77,500	\$78,662.50	\$80,039.09

**ARTICLE 12
HOLIDAYS**

A. The Township shall celebrate the following holidays off with pay for regular fulltime employees:

- NEW YEAR'S DAY - January 1
- MEMORIAL DAY - Last Monday of May
- INDEPENDENCE DAY - July 4
- LABOR DAY - 1st Monday of September
- THANKSGIVING DAY - 4th Thursday of November
- DAY AFTER THANKSGIVING – 4th Friday of November
- CHRISTMAS DAY - December 25

B. When a holiday falls during an employee’s pre-approved paid leave (i.e. vacation, etc.), the holiday shall not be deducted from the employee’s accrued paid time off.

C. Employees required to work on any designated holiday shall receive the overtime rate of pay in addition to the holiday pay for any hours in excess of the hours detailed within Article 9 § C.

D. If a holiday falls on a Sunday, the following Monday will be recognized as the holiday. If a holiday falls on a Saturday, the prior Friday will be recognized.

E. If a holiday falls on an employee’s scheduled day off (other than through the use of accrued paid time off), that employee will receive the day before or the day after the holiday as his/her holiday or the holiday can be moved and recognized for that employee to another day by the Township during the same period if, in the Township’s discretion, it deems the change appropriate for any reason including but not limited to reasons of staffing, avoidance of overtime or other reason.

F. Other than during a period of pre-approved paid leave, an employee who fails to actually work the day before and the day after a day recognized as a paid holiday shall not receive a holiday pay.

**ARTICLE 13
VACATIONS**

A. Each permanent employee shall accrue vacation time on the following basis. For new members hired after January 1, 2012 vacation time shall be capped at no more than 18 days per year. All other provisions of this article shall remain the same for new members.

Starting the first month, following two full months of permanent employment, one is eligible for vacation time as follows:

1. Beginning the third full month of employment to the completion of 9 years 1 day per month
2. Beginning of 10th year to completion of 14 years 1½ days per month
3. Beginning of 15th year to completion of 19 years 1¾ days per month
4. Beginning of 20th year to retirement 2 days per month

B. A day of vacation equates to the number of hours an employee is expected to work in a day, less overtime. Thus, to an employee who is expected to work an eight hour day, a day of vacation is equal to eight hours; to a seven hour day employee, a day of vacation is seven hours; to a four hour day employee, a day of vacation is four hours; to a Regular Special Employee, who works varying hours, a day's vacation is pro-rated based on hours actually worked.

C. Vacations shall be scheduled at such times as the Department Head finds most suitable after considering the wishes of the employee and the requirements of the department which shall include but is not limited to minimum staffing requirements, over-time related costs caused by a requested vacation. Parties agree that in the event of a denial by the Department Head time may be carried over, or with the Manager's approval, paid out.

D. Vacation must be used by December 31, of the following year. No more than two weeks of vacation can be taken continuous without Department Head approval. At the employee option, with the Township Manager's approval, one week vacation time may be paid out annually if not utilized. Parties agree that in the event of a denial by the Township Manager, approval may be paid out up to two (2) weeks if not utilized annually.

E. All vacations shall be taken at such time as shall be approved by the Department Head.

F. There is no advancement of vacation time unless written request is given to the Department Head. Request must be approved in writing by the Department Head and Township Manager and then forwarded to the HR Coordinator. If an employee is out of work unpaid, the Township will charge him/her for all Township paid benefits. If no approval is given and an employee does not report to work they shall be considered to have voluntarily resigned.

G. If the employee retires or resigns, such employee thereupon shall be entitled to a sum of money equal to his/her former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to timely claim; provided however, that in the event such employee fails to give his/her Department Head at least two week's notice of such termination of employment or if discharged for cause, the foregoing terminal vacation pay shall be forfeited.

H. Temporary employees shall not earn vacation nor be entitled to vacation pay upon separation.

I. Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

J. Paid holidays occurring during vacation are not charged to vacation.

K. Department Heads are responsible for managing the vacation schedules in their departments and for administering the provisions of this policy.

L. The Township Manager shall approve all vacation schedules for Department Heads.

M. Vacation approvals by Department Heads and by the Township Manager shall be made only when the efficiency of Township operations will not be adversely affected.

ARTICLE 14 PERSONAL TIME

A. Full-time employees shall accrue Personal Days on the following basis. For new members hired after January 1, 2012 personal time shall be capped at no more than 3 days per year. All other provisions of this article shall remain the same for new members.

1. Beginning of 3rd month to completion of 4 years: 1 days

2. Beginning of 5th year to completion of 9 years 2 days

3. Beginning of 10th year to completion of 19 years 3 days

4. Removed

B. Personal Days are offered to employees in order to allow them to take one or more days off, on short notice, for any reason. Department Heads shall grant the use of personal day(s) unless such usage unduly disrupts the Department. Personal days are subject to a one year limitation for use. An undue disruption shall include but not limited to minimum staffing requirements, overtime or related costs caused by a request for personal time. If such days are not utilized within one calendar year they will be lost and there will be no reimbursement for unused time. Personal days can only be used in half day or full day usage.

C. For the purposes of personal time only, one day shall mean 10, 10.5, or 11 hours depending on the employees schedule. Other leave days, such as sick and vacation time, shall remain defined as hours.

**ARTICLE 15
SEPARATION, DEATH AND RETIREMENT**

A. Separation, death and retirement benefits shall be provided in accordance with the Township's Employee Policy Manual.

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

C. The Township shall assist the primary beneficiary in seeking insurance claims and other lawful benefits.

D. The Township shall continue to pay the premium cost for basic medical benefit coverage, subject to the premium-cost sharing provisions contained within this Agreement, for an employee permanently disabled or killed during the performance of his/her duties, as well as the spouse and/or dependent children in accordance with its medical benefits plan as well as State and Federal government including but not limited to Social Security and/or Medicare/Medicaid.

**ARTICLE 16
SICK LEAVE**

A. All regular full-time and regular part-time employees shall be entitled to sick leave as follows:

1. A regular full or part-time employee earns sick leave beginning the first of the month following two full months of permanent employment at the rate of one (1) day per month. Beginning the second year of employment, sick leave will then accumulate at the rate of one and a quarter (1 1/4) days per month worked.

2. Sick leave so granted and not used shall accrue to the credit of each such employee, up to a maximum total accumulation of 130 days. Accrued sick leave shall be canceled upon termination of employment. In the event any person having accrued sick leave ceases to be employed by the Town and is thereafter re-employed within one year of the date of termination of former employment, accrued sick leave of the employee shall be reinstated; but in the event such re-employment occurs later than one year after the termination of the first employment, the accrued sick leave of the employee shall not be reinstated, and the employee shall thereafter accrue sick leave in the same manner as if a new employee.

3. Sick leave entitles one to remain away from work with pay, where such absence is the result of actual personal illness or physical incapacity not job connected, or sickness of an immediate family member. Immediate family member shall be defined as: Spouse, civil

union partner, parent, sister, brother, child, step-parent, step-sister, step-brother, and step-child. Sick leave may also be utilized to take care of a relative not enumerated above if living in one's home. Such leave may need to be evidenced by the proper medical documents when requested.

4. No sick days are to be taken prior to or after a vacation or a holiday. Such action will result in the need to produce proper medical documents and may be subject to disciplinary action.

5. An employee must notify his Department Head or the Township Manager within one hour of the beginning of his work day in order that his absence qualifies as a valid charge against accumulated sick leave.

6. Employees who are absent from work for two consecutive days without giving proper notice to the Township will be considered to have voluntarily resigned.

7. If an employee is absent from work due to illness for a period of three consecutive work days or for more than ten days in any one calendar year, he/she will be required to furnish a medical certificate from a physician in support of his/her absence from work.

8. There is no advancement of sick time unless written request is given to the Department Head. Request must be approved in writing by the Department Head and Township Manager and then forwarded to Personnel. If an employee is out of work unpaid, the Township will charge him/her for all Township paid benefits. If no approval is given and an employee does not report to work they shall be considered to have voluntarily resigned.

9. All leave time, whether paid or unpaid, used or allowed in connection with an event that is also covered under Federal and/or State leave laws shall run contemporaneously with leave under Federal and/or State laws as well as Township policies including but not limited to leave under the Family Medical Leave Act or New Jersey Family Leave Act whether it is requested by the employee or designated by the Township.

B. Vacation Time Donations:

1. The Personnel Office may permit a regular full-time or regular part-time employee to receive vacation day donations from other qualified employees under this subsection if:

a. The employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:

- i. Go on leave without pay status; or
- ii. Terminate Township employment,

- iii. The employee's absence and the use of donated vacation time are justified;
- iv. The employee has depleted or will shortly deplete his or her annual vacation leave and sick leave reserves;
- v. The employee has abided by all personnel rules regarding sick leave use.

C. Employees may donate vacation time with a maximum of 80 hours.

ARTICLE 17 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, New Jersey workers compensation laws shall apply. In the event an employee is granted said injury leave, the Township'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 Township. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Township and receive from the Township his/her entire salary payment.

B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially the Township's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Court. If it is finally determined that the injury or illness is not work related and that 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 employment of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.

C. Any employee who is injured, whether slight or severe, while working, must make an injury report to the officer in charge prior to the end of 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 Director of Public Safety so that the Township may file the appropriate Workers 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 Township may reasonably require the employee to present such certificate time to time.

F. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township 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 Township.

G. In the event the Township 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 Township's appointed physician. The Township 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 Township 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 18 BEREAVEMENT LEAVE

A. All eligible employees who have a member of his/her immediate family taken by death shall receive up to five days off with pay as bereavement leave to arrange and/or attend funeral activities.

B. "Immediate family" shall be defined as spouse, civil union partner, parents, stepparents, sister, step-sister, brother, step-brother, child, step-child, or similar familial relationship.

C. Three days bereavement leave shall be granted for the death of in-laws, grandparents and grandchildren.

D. One day bereavement leave shall be granted for a relative not enumerated above or for other persons when the employee has a close relationship. Such leave is subject to the prior approval of the department head and/or Township Manager.

E. Additional bereavement leave may be granted by the Township Manager if the employee has good cause. Otherwise vacation time should be used by the employee if additional leave is needed.

ARTICLE 19 MILITARY LEAVE

A. When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. Thereafter, the leave shall be without pay but without loss of time. The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time

temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted nonpaid military leave without loss of time.

B. Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave, plus an additional thirty days calendar day after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Township's group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

C. Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

ARTICLE 20 LEAVE OF ABSENCE

A. Requests for leave of absence without pay shall be in writing and shall state specifically the reasons for the request, the date desired to begin the leave, and the date of return. The request shall normally be submitted by the employee to the affected Department Head and a copy to the Personnel Department. The Department Head shall recommend to the Township Manager whether the request should be granted, modified, or denied. The Township Manager's office shall then make a decision based upon the best interest of the Township, giving due consideration to the reasons given by the employee, and the requirements of any applicable state and Federal laws.

B. The manager may grant a full-time regular employee a leave of absence without pay not to exceed twelve (12) weeks for non-medical purposes. Non-medical leave is unpaid leave time for career advancement, personal or family situations. Such leaves may be granted after vacation accrual has been exhausted. Sick leave accruals may not be used for non-medical leaves. Medical leave without pay may be granted for a period not to exceed six months. Medical leave may be used for disability/illnesses (including maternity-related disabilities) which extend beyond the period of accrued sick leave. (Vacation accruals may also be used before starting an unpaid medical leave after sick leave accruals are exhausted.)

C. All leave requests will be routed to the respective department head for approval. Approved requests shall be forwarded to the manager and personnel for review and concurrence. Under no circumstances may an employee use a leave of absence to work for another employer or to

pursue self-employment. Leaves are designed to accommodate employees who have critical personal situations only.

D. No sick leave, holiday, vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay.

E. Any employee on an approved leave of absence must continue his or her medical, dental and life insurance coverage by paying the full cost to the Township in advance for each month or portion thereof of which he or she is absent, subject to limitations set by the insurance carrier.

F. Employees on a leave of absence must not work for any other employer during the leave. Upon expiration of the leave of absence, the employee shall be reinstated in the position held at the time the leave was granted or another equivalent position.

G. Upon extenuating circumstances, the manager may grant an extension of a leave period upon written request by the employee. Such extension may not exceed three months and will be based on departmental as well as employee considerations.

H. Employees who fail to return to work on the date specified in the leave request without receiving an extension in advance are subject to disciplinary action up to and including termination. Absent proof of exceptional medical circumstances that prevent compliance, a request for an extension must be received by the HR Coordinator no less than two (2) weeks prior to the expiration of the current approved leave.

I. All leave time, whether paid or unpaid, used or allowed in connection with an event that is also covered under Federal and/or State leave laws shall run contemporaneously with leave under Federal and/or State leave laws as well as Township policies including but not limited to leave under the Family Medical Leave Act or New Jersey Family Leave Act whether it is requested by the employee or designated by the Township.

ARTICLE 21 JOB DESCRIPTION AND DUTIES

A. The job descriptions and duties for all members of this bargaining unit shall be in accordance with each employee's job title.

B. The Township will maintain a complete and current copy of job descriptions for all required positions.

C. The Township will supply a copy of the most current job description to an employee when hired and any time thereafter, if the job description should change.

**ARTICLE 22
CLOTHING ALLOWANCE**

- A. The Township will issue to new employees all uniforms and turnout gear. The clothing list is attached as Appendix "A".
- B. The Township will provide each member with a yearly clothing dry cleaning allowance of up to \$100.00 for fire division uniforms.
- C. Uniforms shall be worn on all duty hours except as otherwise authorized.

**ARTICLE 23
TRAVEL EXPENSES**

- A. Reasonable travel expenses, incurred by Township employees while on Township business, will be reimbursed in accordance with this policy. Examples of reimbursable expenses include, but are not limited to, the following:
 - 1. Use of Personal Vehicle - If an employee is required to use his/her own vehicle for Township business, that employee will be reimbursed for that expense, based on a per mile amount authorized by resolution.
 - 2. Use of Township Vehicle - Employees are encouraged to use Township vehicles whenever their job duties require them to drive, inside or outside of the Township. Employees should schedule the use of Township vehicles with their supervisor.
 - 3. Meals - Any time an employee is required to purchase a meal as a result of Township business that extends over a period of more than one day, then all reasonable meal expenses will be reimbursed as per the Medford Township Handbook.
 - 4. Lodging - Employees will be reimbursed for all work related lodging expenses if approved by a Department Head. Rental cars for travel while on Township business will be permitted only with advance notice and approval from the Director of Public Safety.
- B. Reimbursement - In order to be reimbursed for travel expenses, employees must submit a voucher and receipt to the Finance Office. Nominal fees can be paid directly out of petty cash, if a receipt is provided and the expense is approved by the employees' Department Head.

**ARTICLE 24
HEALTH AND WELFARE**

- A.
 - 1. Subject to the employee premium-cost sharing schedule detailed below, Hospital, medical, dental and life insurance benefits provided to employees and their families, shall be the same as those provided by the Township as part of the Townships group plan.

2. The amount of premium cost sharing paid by the employee for medical and prescription benefits for the employee and his/her eligible dependents shall be:

a. 1.5% of the employee's base salary

b. 9% of the premium cost

c. in accordance with the premium cost sharing schedule set forth in Section 39 of Chapter 78, P.L. 2011, attached hereto as Addendum A, whichever amount is greater.

3. Base salary shall be used to determine what an employee earns for the purposes of this Article and shall mean pensionable salary. In the event the Employer is required by law to provide dental, vision or other healthcare benefit not otherwise heretofore provided, the Cost of coverage shall also include the premium or periodic charges for mandated benefits.

4. "Healthcare plan" or "health benefits" mean the healthcare plans for medical and prescription drug benefits. In the event Federal or State law require the Employer to provide other or additional benefits not heretofore provided, the definition of "healthcare plan" or "health benefits" shall also include the mandated benefits.

5. Employee contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a given calendar year in accordance with the Township's customary payroll practices unless otherwise required by law.

B. The Township reserves the right to change health care providers or make any other changes so long as the level of coverage is equal to or better than the levels of coverage currently being provided. The Township shall continue to offer health benefits coverage for an employee's dependents until the age of 26 years old in accordance with the Federal Patient and Protection Accountability Act for the present plan or substantially similar plan. The foregoing coverage is subject to the cost of coverage contribution schedules set forth within this Article. Subject to New Jersey law, employees enrolled in any health benefits plan may voluntarily opt to enroll their dependents up until the dependent's 31st birthday at the employee's expense and will be billed directly by the insurance provider or carrier. Dependents who are permanent dependents as a result of disability are covered for the life of the employee.

C. Any employees breaking or losing eye glasses while in the line of duty shall be reimbursed \$100.00 per occurrence.

D.

1. Any firefighter hired on or before December 31, 2011, who subsequently retires with at least 20 years of service with the Township and 25 years or more of pensionable service in a State administered retirement system shall receive retiree medical and prescription benefits as made available under the plan made available for Township employees for member,

spouse, and eligible dependents pursuant to law shall contribute 25% of cost of coverage or the percentage of premium cost sharing contained within the schedule under paragraphs 1(c) above or 1.5% of the retiree's monthly retirement pension allowance including cost of living adjustments, whichever is greater.

2. Any firefighter hired on or after January 1, 2012, who subsequently retires with at least 25 years of service with the Township and 25 years or more of pensionable service in a State administered retirement system shall receive retiree medical and prescription benefits as made available under the State Health Benefits Plan for the retiree only until either age 65 or the death of the retiree and shall contribute 50% of cost of coverage or the percentage of premium cost sharing contained within the schedule under paragraphs 1(c) above or 1.5% of the retiree's monthly retirement pension allowance including cost of living adjustments, whichever is greater. These benefits shall cease upon the retiree's eligibility for Medicare/Medicaid Part B coverage at which point the Township shall pay the amount required for Part B coverage for the life of the retiree. All other benefits coverage, if any, shall be at the retiree's sole cost and expense.

3. Retiree contributions shall be made through the withholding of the required contribution from their monthly retirement allowance in an amount determined by applying the amount of their annual retirement allowance and any future cost of living adjustment thereto.

4. The Township has the right to contract with other insurance carriers, benefit providers or plans in order to provide coverage which *is equal to or better than* the benefits currently available.

E. For any employee who is a defendant in any action or legal proceeding arising out of or incidental to the performance of assigned duties, the governing bodies shall provide said employee with the protection as outlined under N.J.S.A 40:A14-28.

ARTICLE 25 DRUG FREE/ALCOHOL FREE WORPLACE

A. Medford Township recognizes that drug and alcohol abuse may be considered treatable illnesses and to the extent possible the response to these illnesses may be treatment and rehabilitation. It is recognized that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and will not be tolerated.

B. Any employee who is observed by a supervisor or department head to be intoxicated and under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The Supervisor or Department Head shall immediately report any reasonable suspicion to the Director of Public Safety, and if the Director of Public Safety is unavailable, the Medford Township Manager.

C. This policy does not apply to employees with Commercial Drivers Licenses. A separate drug testing policy applies to these employees as set forth under Federal and State Law, including random drug testing.

D. Prohibited substances shall be defined as those substances whose dissemination is regulated by law, including but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. This definition shall include over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed physician or dentist for their use.

E. Procedure:

1. In the event there is reasonable suspicion to believe that an employee's job performance may be impaired by drugs or alcohol, the employee's supervisor shall question the employee with regard to the behavior. The supervisor shall directly observe the employee's behavior and document the behavior. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought processes, poor judgment, or unusual or abnormal behavior.

2. When possible, a second managerial employee shall also observe the employee to verify that there is reasonable cause or suspicion to believe that drug or alcohol consumption may be involved. A determination shall be made as to whether or not the employee's behavior is impaired to the point of being unable to perform his duties effectively and safely.

3. If it is concluded that there is reasonable suspicion to believe that drug or alcohol consumption is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered immediately. Failure of an employee to take the test(s) may be cause for disciplinary action. The Township may also have the employee undergo a physical examination at Township expense at the time that the drug or alcohol test is administered. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination.

4. Supervisors or Department heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

5. If the test is negative, the employee shall be returned to work if appropriate to the medical diagnosis. There shall be no loss of pay or benefits. Where appropriate, a signed physician's release may be required by the Township before the employee is returned to work. Time lost due to an illness will be charged to sick leave. If the behavior that led to the initial investigation is not due to substance abuse but continues to hinder job performance, the Township may require the employee to undergo further medical evaluation.

6. If the test is positive the employee may be terminated. Circumstances that would warrant an immediate termination would include incidents where the employee's impairment resulted in

loss of life, or the potential loss of life, serious injury to self or others, the serious loss or damage of property or an incident of parallel magnitude.

7. In cases where immediate termination is not warranted, the employee will be placed in an unpaid rehabilitation leave status. The employee shall be evaluated and a recommended appropriate treatment shall then be arranged. Where appropriate the employee shall be referred to a treatment program. Once the inpatient part of the program has been completed, the employee may be re-employed but only with a written release from a physician. Where it

is prescribed by a physician and/or a treatment program, drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment and/or return to work agreement may be subject to the full range of disciplinary action, including termination.

8. The Township may utilize both urine and blood tests for verification. The "enzyme-immunoassay" (EMIT) and "gas chromatography mass spectrophotometer" (DC-MS) test method shall be used in a laboratory. The Township shall pay for the costs of all tests and medical examinations carried out under this procedure. The Township shall maintain confidentiality of test results to the extent possible.

9. The Township and the employee shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy. When appropriate, the employee and the Township shall enter into joint agreements that establish the form of treatment and the conditions that will be imposed for the return of an employee to the work place.

10. Employees must notify their supervisor within five (5) days of conviction for a drug violation.

11. Employees using prescription drugs that may affect job performance or safety must notify their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition.

12. No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on Township property or while performing Township business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

ARTICLE 26 ALTERNATE DUTY POLICY FOR PREGNANT FIREFIGHTERS

A. The primary determination of duty assignments of pregnant members will be safety. The goal of the Township is to allow a pregnant firefighter to remain active within the fire district, but to

give said firefighter the option to temporarily transfer to less hazardous duty. A pregnant firefighter can limit her activity to nonhazardous duty within the department at her request.

1. A firefighter, upon learning of her pregnancy, should:
 - a. Immediately report her condition to the Director of Public Safety or his designee. The member should inform the Director of Public Safety indicating the expected date of delivery via a short memo sent by confidential mail.
2. The Director will notify the Township Physician, who will consult with the member and her personal physician, with the member's consent, to determine when the member will be assigned to an alternate duty position and what alternate duties the member is able to perform.

FIREFIGHTER'S OPTIONS:

A. A pregnant firefighter shall have the following options regarding her duties during the course of her pregnancy.

1. The firefighter shall be allowed to take a leave from her duties for the duration of her pregnancy and reasonable time thereafter as health conditions dictate in accordance to law, including but not limited to disability, Family Medical Leave Act and the New Jersey Family Leave Act; or
2. The firefighter shall be allowed to limit her activity to "non-hazardous" duties during the course of her pregnancy and reasonable time thereafter as health conditions dictate. "Non-hazardous" duties are those duties that do not pose any risk to the pregnant firefighter, including, but not limited to, training, public education, prevention, policy development and communication. "Nonhazardous" duties may not include active participating in the fighting of fires or on-site inspections of fire scenes. The Director, or his designee, shall base his assignment on physician recommendations; or
3. Continue active firefighting as long as the appropriate firefighting gear and equipment maintains a proper fit. If gear no longer fits properly, the Director may relieve the member of certain duties specific to wearing gear and equipment, such as structural firefighting or any other hazardous duties, which require the use of turnout gear.

B. If the firefighter chooses to continue active firefighting during the course of her pregnancy, she must provide the Director with a written report from her treating physician certifying that she is able to continue with the strenuous and hazardous duties of firefighting. Said certification must be made following every exam of the firefighter by the physician and shall be mailed directly to the Director of Public Safety with a copy going to the firefighter. The Department retains the authority to transfer any pregnant firefighter who does not supply said certification from her doctor to "non-hazardous" duty status.

SENIORITY – RANK AND BENEFITS

A. Regardless of which option the pregnant firefighter chooses, during the course of her pregnancy she will maintain her seniority, rank and all other benefits as if on “regular active duty.” Furthermore, she shall not be passed up for any possible promotion due to her pregnancy.

B. The Township shall continue health benefits on said employee when leave of absence is due to pregnancy. During maternity leave, female employees may use vacation, sick and personal leave, and any accumulated compensatory time. In addition, accumulated sick leave may be used for up to four (4) weeks before childbirth and six (6) weeks after, or eight (8) weeks in the event of a cesarean section delivery. Male employees may use their allotted sick time, up to a maximum of the scheduled work days in two (2) calendar work weeks upon the birth of their child.

**ARTICLE 27
FAMILY AND MEDICAL LEAVE ACT (FMLA)**

A. All discretionary or permissive language contained within the Family Medical Leave Act (“FMLA”), the New Jersey Family Leave Act (“NJFLA”), and regulations promulgated pursuant to either statute shall be a management prerogative. Leave under either law shall be in accordance with applicable Township policies as may be amended from time to time. All leave time, whether paid or unpaid, designated or approved by the Township in connection with an event that is also covered under Federal and/or State leave laws shall run contemporaneously with leave under Federal and/or State leave laws as well as Township policies including but not limited to leave under the Family Medical Leave Act or New Jersey Family Leave Act whether it is requested *by the employee* or designated by the Township.

**ARTICLE 28
COMMUNICABLE DISEASES/CONTAGIOUS AND/OR
LIFE THREATENING ILLNESSES**

A. The Director of Public Safety shall maintain a separate a file to be known as the Communicable Disease File in which employees responding to incidents 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 incident. It shall be the employee’s responsibility to notify the officer in charge and initial the completed C.D.F. form.

B. All employees will be entitled to receive vaccinations, at the Townships expense for any illness, sickness or disease that could be contracted while in the performance of their duties (i.e. Tuberculosis, Flu, Hepatitis A, B, and C, Pneumonia, etc.) with titers and boosters as needed.

C. The Township encourages employees with contagious or life threatening illnesses to continue their normal pursuits, including work, the extent allowed by their condition. The Township will make reasonable accommodations in accordance with the Americans with Disabilities Act and the Law Against Discrimination when physical and mental limitation of employees are known,

provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship to the Township.

D. Medical information will be treated confidentially.

E. The Township will take reasonable precautions to protect such information from inappropriate disclosure.

1. Medical information may be disclosed with the prior written informed consent of the person who is the subject of the record.

2. Information may be disclosed without written consent to qualified personnel for the purpose of conducting management audits, financial audits or program evaluations, but the personnel shall not identify, directly or indirectly, the person who is the subject of the record in a report of an audit or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to the personnel unless it is vital to the audit or evaluation.

3. Information may be disclosed to the Department of Health as required by State or Federal law.

4. Any records or information disclosed shall be held confidential by the recipient of the record and shall not be released by said recipient.

F. Anyone inappropriately disclosing such information is subject to disciplinary action.

G. Notification of the suspected exposure to any communicable disease will be made to the effected employee by the departments Communicable Disease Officer. This notification will be made in a timely matter.

ARTICLE 29 LABOR/MANAGEMENT COMMITTEE

A. There will be a joint committee comprised of two Association members and two Township representatives to meet as needed and discuss matters of mutual concern.

ARTICLE 30 PROMOTIONS

A. When the Township determines to create a promotional position(s), or transfer a position, a notice will be posted in each station, with a copy provided to the Association, advising the nature of the position and the qualifications required therefore. All promotions will be made in accordance with applicable law.

**ARTICLE 31
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 Township, and may be used for evaluation purposes by the Township and/or its designee(s).
- B. Upon advance notice and at reasonable times, any employee may review any and all of his or her personnel file. This appointment for review must be made through the Director of Public Safety.
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in his/her personnel file, a copy shall be made available to the employee and he or she shall be given an opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or hers file.
- D. All personnel files will be safe guarded and carefully maintained. Nothing in any personnel file shall be removed without notice to the employee. Maintenance of the personnel file will be in accordance with applicable laws of the State of New Jersey.
- E. Disciplinary actions shall be a permanent part of the employee's disciplinary file which shall be part of the employee's personnel file.

**ARTICLE 32
STATUTORY AND LEGAL RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict the Township or an employee from the exercise of his/hers rights under National, State, County, or Local laws and/or ordinances pertaining to employees covered by this Agreement.

**ARTICLE 33
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 court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 34
JURY/COURT DUTY**

- A. Any regular full-time or part-time employee who is required to serve on a jury, or as a result of official Township duties is required to appear before a court, legislative committee or quasi-judicial body as a witness in response to a subpoena or other directive, shall be allowed

authorized leave with pay less any amount received for such service. An employee during the orientation period called will have his/her orientation period extended to by the same amount of time as required for serving on jury duty. An employee who receives notice of jury duty or witness service must notify his/her supervisor immediately in order that arrangements may be made to cover the position. The Township reserves the right to request that an employee who is called for jury be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

B. The employee is responsible to turn over jury or witness fees to the HR Coordinator, excluding mileage fees.

C. Time away will not affect vacation, sick leave or personal leave accruals.

D. Employees who appear in court as the plaintiff or defendant in any action not related to their official duties shall not be paid for time away from work unless that time is accrued vacation or personal leave. Court payments for travel expenses are to be retained by the employee.

E. The employee may keep any court payment for services performed on the days of his/her regularly scheduled weekend or performed while on vacation or personal leave.

F. Employees are to return to work after jury duty although no more than the regularly scheduled number of hours for both jury duty and work shall be required. If excused as a juror on any given day, the employee is expected to contact his/her supervisor and to report to work as instructed.

**ARTICLE 35
FULLY BARGAINED AGREEMENT**

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

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

E. Articles in this agreement that referenced the Township Employee Policy Manual shall not be unilaterally changed without negotiations.

**ARTICLE 36
FACILITIES AND PERSONAL LOCKERS**

A. The Township shall provide each employee a personal locker. Each employee's locker shall be located at the employee's primary workstation.

**ARTICLE 37
DISCIPLINARY ACTION**

A. All employees are expected to meet the Township's work performance standards and employee conduct standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance. The process should encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Township's policies and procedures and other disciplinary problems.

B. Should a supervisor believe that an employee is not conforming to the Township of Medford's policies and rules, Fire Division Standard Operating Guidelines, specific instructions, or has acted improperly; the supervisor will first privately discuss the matter with the employee to obtain the employee's view. If the supervisor determines that the employee has acted improperly, the supervisor shall consult with the personnel supervisor and take one of the following actions depending upon the gravity and the employee's past record:

1. Verbal Reprimand: Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time, and what was discussed with the employee. This record must be forwarded to the HR Coordinator for the employee's official personnel file. A copy shall be provided to the employee.

2. Township Manager Review: Should the supervisor consider the offense sufficiently serious to warrant consideration by the Township Manager, the employee will be so advised and a meeting arranged with the Township Manager at the earliest possible date. All facts should be detailed at this meeting and, if possible, a determination will be made at that time of disciplinary action, if any.

3. Written Reprimand: When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the personal supervisor and/or Township Manager. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee

should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments must be forwarded to the HR Coordinator for the employee's official personnel file.

4. Suspension: Whenever an employee is recommended for suspension, the Township Manager will make the decision and may seek the advice of the Township's Attorney if appropriate. Suspended employees may request a hearing.

5. Dismissal: Whenever an employee is recommended for dismissal, the Township Manager will make the decision only after seeking the advice of the Township's Attorney. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal. Employees may request a hearing.

ARTICLE 38 TRAINING AND CONTINUING EDUCATION

A. Employees shall receive schooling and training that will enhance service and protection at no cost to the employees. All schooling and training must receive prior approval by the Director of Public Safety and will be subject to Township budget capabilities.

B. Cost directly relating to prior approved or required training and certifications shall be borne by the Township.

C. Employees required to attend training during off duty periods shall be compensated for all time worked pursuant to the overtime provisions of this agreement.

D. The Township may, in its sole discretion, require employees to provide proof of successful completion of any approved training including EMT certification.

E. The Township will only pay costs and compensation related to training which has been prior approved by the Director of Public Safety.

F. Classes which are mandatory or provide CEU's towards any certifications may not reasonably be denied, subject to budget funds being available.

G. Mandatory Division training and drills shall require a minimum of one weeks' notice (7 days) by the training division or the Director of Public Safety.

ARTICLE 39 SENIORITY

A. Seniority is defined as to mean the accumulated length of continuous service within the Township, computed from the last date of hire. If employees are hired on the same date, employees with longer Township volunteer status will hold seniority.

B. There shall be one seniority list for all employees.

C. An employee's seniority list and/or length of service shall not be reduced by time lost due to authorized leaves of absence such as military leave or absence due to a bonafide illness or injury certified by a physician.

D. All seniority shall be lost or reduced and employment terminated if any of the following occur:

1. Discharge.
2. Resignation.
3. Failure to immediately return upon expiration of an authorized leave.
4. Absence for three consecutive workdays without leave, subject to exigent circumstances beyond the employee's control.
5. Engaging in other employment without authorization during a period of leave.
6. Employees who have been on laid off status in excess of two (2) years for firefighters hired prior to January 1, 2012.
7. Failure of a laid off employee to report for work upon recall.
8. Time lost for disciplinary suspension.

**ARTICLE 40
SENIORITY POSTING**

A. The Township shall post seniority lists in the Fire Division Office. The Township shall add and employee, hired after the posting of the most recent seniority list, to the list in order of their date of hire.

B. The Township or Director of Public Safety shall provide the Association with a copy of any seniority list promulgated.

**ARTICLE 41
PROBATIONARY PERIOD**

A. Each newly hired full time employee shall be subject to a six month working probationary period.

**ARTICLE 42
NOTIFICATION OF LAYOFF**

- A. The Township will give written notice thirty (30) days prior to layoff.
- B. Staffing Level: In order to comply with OSHA Respiratory Protection Act and NFPA Standards, the career department minimum staffing (including the rank of Chief or appropriate department head) will be five (5). In the event that the Township cannot maintain the minimum staffing the bargaining unit positions would be reduced in force by all four (4) positions.

**ARTICLE 43
NOTIFICATION OF RECALL**

- A. Laid off employees shall be recalled on the basis of seniority via a registered letter to the employees last known address on file with the Township. Laid off employees must notify the Township in writing of any change in his/her address or home telephone number within seventy-two (72) hours of the change.
- B. Employees being recalled from a layoff must respond to the recall notice by contacting the Township as prescribed by applicable New Jersey State laws and/or regulations.
- C. Employees failing to respond to the recall and report to work after being recalled from a layoff shall be considered to have resigned and waived all rights to reemployment.

**ARTICLE 44
PAYMENT FOR EDUCATIONAL DEGREES**

- A. In order to foster a more highly trained and skilled department, a onetime educational benefit shall be given effective January 1, 2000 to members of the bargaining unit who have the following educational degrees:
1. AA (Associates Degree) \$500.00
 2. BA/BS (Bachelors Degree) \$1,000.00
 3. MA (Masters Degree) \$1,500.00

**ARTICLE 45
PHYSICAL TRAINING TIME**

A. Members will be permitted to have one hour of physical training per shift. This will include a workout in the gym, physical activity associated with firefighting duties or a group sport which increases the heart rate, improves strength, stamina and overall well-being of the firefighter.

**ARTICLE 46
ON-CALL DUTY**

A. Compensation time earned for Fire Marshall Duty at four (4) hour minimum will be eliminated. The members that cover the Fire Marshall duty will each receive an increase of \$1,000 in their base pay and the Fire Marshall duty will be included.

**ARTICLE 47
TAPING AND VIDEO TAPING OF EMPLOYEES**

A. No member shall be taped electronically by audio or video taping devices by the Township without the prior written consent. If an employee has been taped or videoed without written consent, any information derived from the act may not be used against the employee in any action or charges and will not be admissible as evidence. This does not include taping or videoing of employees under criminal investigation. Employees are aware of the taping of telephones calls into the dispatch center, Burlington County Central Communications digital / analog radio system and the cameras at the Police Administration Building, as such the consent provision herein does not apply.

**ARTICLE 48
DRIVER LICENSE POLICY**

A. All employees of the Fire Department must hold a valid New Jersey State Driver's License.

B. All new employees who will be assigned work entailing the operating of a vehicle will be required to submit to random Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status may be cause to terminate employment.

C. Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks shall be made by Township. Any employee who does not hold a valid driver's license or Commercial Drivers License where applicable, will not be allowed to operate a Township vehicle. Any employee performing work which requires the operation of a Township vehicle must notify his/her immediate Supervisor in those cases where his/her license is expired, suspended or revoked.

D. An employee who fails to immediately report such revocation or suspension to his/her supervisor and continues to operate a Township vehicle shall be subject to termination. An employee required to hold a driver's license for his or her employment, who has his or her license suspended or revoked, shall have two (2) weeks to have his or her license reinstated. If

the employee fails to have his or her driver's license reinstated within two (2) weeks, the employee shall resign. If the employee refuses to resign, the Township shall commence termination proceedings.

DURATION, TERM AND RENEWAL

This Agreement shall be effective January 1, 2012 and shall remain in full force and effect through and including December 31, 2014. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date indicated below with the intent and understanding that such binds the parties hereto

TOWNSHIP OF MEDFORD

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

BURLINGTON COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3091 A.F.L.-C.I.O.-C.L.C

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

WITNESS

BY: _____

TITLE: _____

DATE: _____

WITNESS

BY: _____

TITLE: _____

DATE: _____

**APPENDIX A
CLOTHING ALLOWANCE LIST**

A. The clothing list shall be as follows:

Full Time Employees:

6 Short Sleeve Shirts

6 Long Sleeve Shirts

6 Pair of Pants

6 T-shirts

2 Collared sweat shirts (Job Shirts)

1 pair of work shoes/boots

1 belt

1-3 season coat

1 Set of Badges (wallet, 2 shirt, 2 jacket, 1 hat, 1 mourning)

1 Complete department issue full dress class A uniform an all components

B. The Association and Township will, mutually agree upon the designated uniform, and all components thereof.

C. Part time employees who have transitioned to full time employees will receive the remainder of uniform items in appendix A. (i.e. dress uniform)