

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

July 1, 2005 through June 30, 2009

Table of Contents

<u>Article:</u>	<u>Description:</u>	<u>Page:</u>
	Preamble	1
I	Recognition	2
II	Non-Discrimination	3
III	Association Rights and Responsibilities	4
IV	Management Rights and Responsibilities	6
V	Maintenance of Operations	7
VI	Grievance Procedure	8
VII	Dues, Deductions and Agency Shop	11
VIII	Employee Rights and Privileges	13
IX	Hours and Overtime	14
X	Exchange of Hours of Duty	15
XI	Salaries	16
XII	Longevity	19
XIII	Holidays	20
XIV	Vacations	21
XV	Separation-Death and Retirement	22
XVI	Sick Leave	23
XVII	Injury Leave	25
XVIII	Bereavement Leave	27
XIX	Military Leave	28
XX	Leave of Absence	29
XXI	Pensions	30
XXII	Job Description and Duties	31
XXIII	Clothing Allowance	32
XXIV	Travel Expenses	33
XXV	Hospitalization and Medical Benefits	34
XXVI	Communicable Diseases	35
XXVII	Safety Clause	36
XXVIII	Promotions	37
XXIX	Bulletin Board	38
XXX	Service Records	39
XXXI	Printing and Supplying Agreement	40
XXXII	Statutory and Legal Rights	41
XXXIII	Separability and Savings	42
XXXIV	Maintenance of Benefits	43
XXXV	Jury Duty	44

Table of Contents Continued

XXXVI	Acting Out Of Title	45
XXXVII	Emergency Leave	46
XXXVIII	New Jersey State Disability	47
XXXIV	Spousal Maternity Leave	48
XXXX	Probationary Period	49
XXXXI	Fully Bargained Provisions	50
XXXXII	Superseding Clause	51
XXXXIII	Duration, Term and Renewal	52
	Appendix A – Clothing Allowance List	53

PREAMBLE

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

PURPOSE

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

Article I

Recognition

- A. In accordance with the voluntary recognition pursuant to a “card check”, the Board recognized the Association as the exclusive collective negotiations agent for all paid full time Emergency Medical Technicians and the Fire District Clerk employed by the Board.
- B. Unless otherwise indicated, the terms “Emergency Medical Technician”, “Fire District Clerk”, “employee” or “employees”, when used in this Agreement, refer to persons, male or female, represented by the Association in the above defined negotiating unit.
- C. This Agreement excludes the firefighters and those employees of the Board whose job titles currently are or may be maintenance, security or other co-designated classifications provided their job duties include fire suppression duties, managerial executives within the meaning of the New Jersey Public Employer-Employee Relations Act, N.J.S.A, 34:13A-1 et. Seq. (hereinafter “the Act”).

Article II

Non-Discrimination

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

Article III

Association Rights and Responsibilities

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

- G. In addition to the foregoing, one (1) representative delegate of the Association shall be granted administrative leave, once per annum, to attend a labor convention (State of International) for a period inclusive of the duration of the convention with a reasonable time allowed for travel. Request for administrative leave shall be given to the Fire Chief within thirty (30) calendar days prior to the effective date of such leave.
- H. In addition to the foregoing, if the State Delegate is elected from this bargaining unit, the Delegate will receive a maximum of nine (9) days annually without loss of pay to attend the monthly State meeting. In order to receive said leave, the Delegate must give the Fire Chief a minimum of two (2) weeks prior written notice and must be scheduled to work on the day and time of the State monthly meeting.
- I. Upon the request of the Association President, on duty employees shall be reasonably permitted to attend and participate in bargaining unit meetings without the loss of pay when such bargaining unit meetings are held at a location mutually agreed upon by the Association and the Board. All on duty employees shall attend and participate in the appropriate uniform and be available for duty in the event the need arises.
- J. In addition to the foregoing, union representatives will receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing or other union business relating to the Voorhees Township Bargaining units on an as need basis. The member requesting relief must make application to the Fire Chief or his designee as soon as reasonable possible. Such request will not be unreasonably denied.

Article IV

Management Rights and Responsibilities

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey and the United States, including, but not limiting, the generality of the foregoing, the following rights:
1. To the executive management and administrative control of the District and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
 2. To make rules and procedure and conduct, to use Improved methods and equipment, to determine work schedules and shifts, to decide the number of the employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees is recognized.
 4. To hire all employees, to promote, transfer, assign or retain employees in positions with the District.
 5. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good, and just cause according to the law, and subject to the grievance procedure.
 6. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.
- B. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Article V

Maintenance of Operations

- A. It is recognized that the need for continued and uninterrupted operation of the Board of Fire Commissioner's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. Neither the Association nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage or work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out or other illegal job action against the Board.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any action by any other employee or group of employees of the Board.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Association or its members.
- E. The Fire Chief and all officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

Article VI

Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible lever, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the District staff.
3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One:

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

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

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

Step Two:

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

Step Three:

1. In the event the grievance has not been resolved in Step Two, the Association may, within thirty (30) calendar days of the Boards' decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission (PERC).
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Board. In the event that the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.

D. Arbitration

1. The arbitrator shall be bound by the provisions of this Agreement and to the application of the facts presented to them involved in the grievance. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way to provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
2. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses shall be paid by the party incurring the same.

3. The arbitrator shall set forth his finding of fact and reasons for making the award within thirty (30) days after the conclusion of the arbitrator hearing unless agreed to otherwise by the parties.
- E. Group grievances, which shall be defined as those affecting “substantially” all of the members of the Association shall be filed by the Association, and the Association only, at Step Two.
 - F. 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 conclusive. If any grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last Step shall be deemed conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or shorten the time limits for processing the grievance at any Step in the grievance procedure.

Article VII

Dues, Deductions, And Agency Shop

- A. The Board agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123 Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Board Administrator during the month following the filing of such card with the Board.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Board written notice thirty (30) days prior to the effective date of such change and shall furnish the Board either new authorizations from its member showing the authorized deductions of each employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary “check-off authorization” form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Administrator.
- E. Any such written authorization may only be withdrawn between the period of the 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 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 such changed deduction.

Article VIII

Employee Rights And Privileges

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as they may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
- C. Whenever an employee is required to appear before any Supervisor, Fire Chief, Board of Fire commissioners or Board Representative concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons of such meeting or interview and shall be entitled to have a representative of the local present to advise them and represent them during such meeting or interview.
- D. Any employee whose action may give rise to charges by the Board or any agent or representative thereof, either discipline or criminal, shall be advised prior to any hearing or meeting with any agent or agents of the Board or Department. The affected employee shall be afforded all rights pursuant to U.S.S.C. decisions under Weingarten. No statement shall be given without first advising the affected employee of the matter or matters for which they are under investigation. The employee shall have full access to counsel in any hearing or internal investigation scheduled by the Board.
- E.
 - 1. Proposed new rules or modifications or existing rules covering negotiable working conditions shall be negotiated with the Association before they are established.
 - 2. All written rules and regulations shall be provided to the employees immediately upon promulgation.

Article IX

Hours And Overtime

- A. The normal work week for Emergency Medical Technicians will be fifty (50) hours, Monday through Sunday, with the normal workweek understood as consisting of two (2) thirteen (13) consecutive hour's tours of duty and one (1) twenty four (24) hour tour of duty. 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 workday or workweek. The normal workweek for the Fire District Clerk will be forty (40) hours, Monday through Friday, with a one half hour unpaid lunch period per day.
- B. Except in emergencies, the scheduled hours of work shall be posted at least seventy-two (72) hours in advance. This provision shall not be construed to restrict the Districts' right to scheduled compensatory time.
- C. Overtime will be paid in accordance with the Fair Labor Standards Act requirements for public agencies engaged in fire protection.
- D. When an employee is recalled for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate, so long as the recall is not contiguous with their regularly scheduled shift.
- E. Whenever the District determines EMT overtime is necessary, overtime will be offered in accordance with the following procedure:
 - 1. Full time paid EMT employees of equal rank will first be offered the opportunity for overtime.
 - 2. Full time firefighters certified as EMT's will next be offered the opportunity for overtime at the first year EMT rate.
 - 3. Part time EMT's will next be offered the opportunity for overtime.
- F. Overtime will be distributed as equitable as possible in accordance with the above procedure.
- G. The Board will provide each EMT sixteen (16) hours for outside training each year to maintain their EMT Certification. These hours shall be used during your normal work schedule, but the employee must return to work after the class is finished.

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 employee shall work more than two (2) shifts, and the provisions of Article IX shall not apply to the second shift unless the employee is ordered to work hours in excess of the first shift, in which case Article IX shall be applicable to those excess hours.
- C. Exchanges can be performed by any bargaining unit member employed by the Fire District holding the same certification(s).

Article XI

Salaries

A. Salaries

1. Effective retroactive to July 1, 2005, the salaries for all Emergency Medical Technicians shall be as follows:

<u>Classification</u>	<u>Salary</u>
Step 1	\$36,533
Step 2	\$37,784
Step 3	\$39,034
Step 4	\$40,286
Step 5	\$41,536
Step 6	\$42,786
Step 7	\$44,711
Step 8	\$46,725
Step 9	\$48,828

Effective July 1, 2005 the salary for EMT Supervisor shall be as follows:

<u>Classification</u>	<u>Salary</u>
EMT Supervisor	\$54,687

2. Effective retroactive to July 1, 2006, the salaries for all Emergency Medical Technicians shall be as follows:

<u>Classification</u>	<u>Salary</u>
Step 1	\$38,177
Step 2	\$39,484
Step 3	\$40,791
Step 4	\$42,099
Step 5	\$43,405
Step 6	\$44,711
Step 7	\$46,723
Step 8	\$48,828
Step 9	\$51,025

Effective July 1, 2006 the salary for EMT Supervisor shall be as follows:

<u>Classification</u>	<u>Salary</u>
EMT Supervisor	\$57,148

3. Effective retroactive to July 1, 2007, the salaries for all Emergency Medical Technicians shall be as follows:

<u>Classification</u>	<u>Salary</u>
Step 1	\$39,895
Step 2	\$41,261
Step 3	\$42,627
Step 4	\$43,993
Step 5	\$45,358
Step 6	\$46,723
Step 7	\$48,826
Step 8	\$51,025
Step 9	\$53,321

Effective July 1, 2007 the salary for EMT Supervisor shall be as follows:

<u>Classification</u>	<u>Salary</u>
EMT Supervisor	\$59,720

4. Effective retroactive to July 1, 2008, the salaries for all Emergency Medical Technicians shall be as follows:

<u>Classification</u>	<u>Salary</u>
Step 1	\$41,890
Step 2	\$43,324
Step 3	\$44,758
Step 4	\$46,193
Step 5	\$47,626
Step 6	\$49,059
Step 7	\$51,267
Step 8	\$53,576
Step 9	\$55,987

Effective July 1, 2008 the salary for EMT Supervisor shall be as follows:

<u>Classification</u>	<u>Salary</u>
EMT Supervisor	\$62,706

- B. 1. Step increases for employees hired between January 1 and June 30 will take effect on January 1.
- 2. Step increased for employees hired between July 1 and December 31 will take effect on July 1.
- C. 1. The Fire District Clerk shall receive a three percent (3%) increase, effective and retroactive to January 1 of 2005, 2006, 2007, and 2008.

Article XII

Longevity

A. All bargaining unit employees shall be entitled to longevity payments as follows:

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

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

Article XIII

Holidays

- A.
 - 1. Emergency Medical technicians shall receive an annual credit of fourteen (14) tours of duty in lieu of holidays, with a tour of duty being defined as a thirteen (13) hour shift, with a twenty-four hour shift constituting two (2) tours of duty.
 - 2. On or about November 1 of each year, all Emergency Medical Technicians will receive a payment at their regular rate of pay for any unused tours.

- B.
 - 1. The Fire District Clerk shall be entitled to 10 (10) holidays as follows: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving , Christmas Day, the day after Christmas.
 - 2. In addition to the designated holidays, all bargaining unit employees shall be entitled to four (4) floating holidays designated as personal days.
 - 3. One workday for the Fire District Clerk shall be understood to be eight (8) hours.

Article XIV

Vacations

- A. Bargaining unit employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:
 - 1. During the first calendar year of employment, employees shall be entitled to one (1) vacation day per month of employment.
 - 2. From the beginning of the 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 fifteen (15) 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 (20) vacation days per year.
 - 5. During the 21st year of employment, employees shall be entitled to twenty-one (21) vacation days per year.
 - 6. During the 22nd year of employment, employees shall be entitled to twenty-two (22) vacation days per year.
 - 7. During the 23rd year of employment, employees shall be entitled to twenty-three (23) vacation days per year.
 - 8. From the 24th year until the end of employment, employees shall be entitled to twenty-four (24) vacation days per year.
- B. The vacation year is January 1 through December 31.
- C. Up to one (1) years earned vacation hours may be carried over into the following year.
- D. An annual vacation schedule shall be prepared by the Chief or his designee in accordance with present practice.
- E. An employee who terminates their employment with the Board, or whose employment is terminated by the Board, shall be entitled to vacation time and/or vacation pay on a prorated basis.
- F.
 - 1. The Emergency Medical Technician vacation entitlement schedule shall be based on one (1) shift being defined as a thirteen (13) hour shift, with a twenty four (24) hour shift constituting two (2) vacation shifts.
 - 2. One work shift for the Fire District Clerk shall be understood as being eight (8) hours.
- G. Emergency Medical Technician vacation shifts must be taken in full shifts only. If an employee takes only part of a shift, he or she shall be charged for the entire shift and compensated for the time worked as straight time pay.

Article XV

Separation, Death and Retirement

- A. Employees shall retain all pension rights as EMT's as provided by all applicable laws.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-5, or a result of a disability pension, whether work-connected or not, shall be paid for all accumulated holidays, vacation and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement based upon the base annual compensation.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Board by September 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 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.

Article XVI

Sick Leave

- A. Sick leave with pay shall be earned at the rate of one (1) day per month during the first calendar year of employment, and fifteen (15) days per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year. There shall be no compensation for unused accumulated sick leave.
- B. Sick leave is hereby defined to mean absence by an employee by reason of personal illness, illness within the immediate family, observance of quarantine, or as a result of a disabling injury not compensable under Article XVII.
- C. Employees' shall be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive work days.
- D. The Board may require the employee to submit acceptable medical evidence of proof of illness whenever such requirement appears reasonable to the Board.
- E. The Board may require an employee to be examined by a physician designated and compensated by the Board as a condition of the employee's continuation of sick leave or return to work.
- F. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Chief or his designee at least one (1) hour prior to the start of their shift, if possible.
- G. In case of sick leave due to contagious disease or to card for seriously ill member of the employee's immediate family, reasonable proof may be required.
- H. An employee who has exhausted their accumulated sick leave may, with the Board's approval, charge additional days of absence to vacation or personal days, or compensatory time, if available.
- I. Sick Incentive Plan
 - 1. Members who utilize less than the after mention amounts of sick leave will be entitled to the following sick incentive on an annual basis. This incentive will run December 1st to November 30th the following year and will be paid in the next pay period after November 30th of each year.
 - 2. For the purposes of this incentive, utilizing a portion of a day will constitute a sick day.

50 –Hour Members	“0” days -	\$1000.00
	“2” days-	\$ 750.00
	“4” days-	\$ 500.00

- J. 1. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1, or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A5, shall be paid for twenty-five percent (25%) of all accumulated sick days as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of retirement based upon the base annual compensation.
2. Employees retiring on disability retirement pursuant to the Police and Firemen's Retirement System shall be paid for all accumulated sick days as provided in this Agreement.
3. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
4. In the event of an employee's separations from service for any reason not set forth above, the employee shall not be entitled to any compensation for accumulated sick days.

Article XVII

Injury Leave

- A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided herein, he may be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Board's sole obligation shall be to pay the employee the difference between his regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Board and receive from the Board his entire salary payment, or in the alternative, the employee may retain the compensation, disability or other benefits and receive from the Board only the difference of pay.
2. If an employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
3. When an employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.
- B. When an employee requests injury leave, he or she shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Board's Workmen's Compensation carrier, with the final determination, if necessary, to be made by the Workmen's Compensation Bureau of 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.
- F. If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board.
- G. In the event the Board appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee's physician disputes the determination of the Board's appointed physician. Then the Board and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Board and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

Article XVIII

Bereavement Leave

- A. In the event of death of the employee's parents, spouse, children, brothers or sisters, the employee shall be granted time off without loss of pay commencing between the day of death and the day after interment, but in no event to be more than four (4) consecutive tours of duty.
- B. In the event of death of the employee's domestic partner, the employee shall be granted time off without loss of pay commencing between the day of death and the day after interment, but in no event to be more that four (4) consecutive tours of duty. The following criteria must be meet to classify domestic partner
 - 1. Reside together
 - 2. Share a Close relationship and are responsible for each others common welfare.
 - 3. Are jointly financial responsible for living expenses
 - 4. Share a joint mortgage or lease
 - 5. Beneficiary on life insurance of pension benefits
 - 6. Children together
- C. Leave with pay for two (2) tours of duty shall be granted in the case of the death of grandparents, grandchildren, mother-in-law, and father-in-law.
- D. The Fire Chief may grant leave without pay for anyone else not included.
- E. If additional time is required, an employee may use accumulated compensatory or vacation time upon approval of the Fire Chief.
- F. An employee will request bereavement leave from the Fire Chief at the earliest practicable time.
- G. Proof of death may be required at the Fire Chief's discretion.
- H. 1. A tour of duty for Emergency Medical Technicians is defined as a thirteen (13) hour shift, with twenty four (24) hour shift constituting two (2) tours of duty.
2. A workday for the Fire District Clerk is defined as eight (8) hours.

Article XIX

Military Leave

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

Article XX

Leave of Absence

- A. Leave of absence without any pay, in the discretion of the Board, may be granted for good cause to any employee who has completed their probationary period.
- B. Leave of absence can be 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 Employee 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 complete and current Department of Personnel job descriptions for all required positions.
- C. The Board will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change.

Article XXIII

Clothing Allowance

- A. The Board will issue to all newly hired employees all uniforms and turnout gear according to the clothing allowance as set forth in Appendix A attached hereto. 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 employees 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 turnout gear and equipment that meet or exceed the requirements of N.F.P.A. and O.S.H.A.

Article XXIV

Travel Expenses

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

Article XXV

Hospitalization and Medical Benefits

- A. All existing hospital and medical benefits provided to employees and their families shall be retained and continued in full force and effect.
- B. Any changes in the current plans and/ or provider must be negotiated with and approved by the Association. The employees shall no have any reduction in its current coverage.
- C. Upon retirement with twenty (20) years of service, each retiree shall receive retirement health care benefits at a maximum cost to the fire district of \$2,500.00 per calendar year.
 - 1. Retirement health care benefits will be continued until the death of the retiree.
 - 2. The \$2,500.00 maximum per calendar year retiree health benefit shall be increased annually according to the Consumer Price Index.
- D. Employees shall be entitled to hospitalization and medical benefits after retirement to the extent covered by the State of New Jersey.
- E. In the event of an employee's separations from the District, hospitalization, and medical benefits shall be continued for a period of one (1) month at the District's expense.
- F. New employee health coverage will start (90) ninety days after the first day of employment, with coverage beginning the first day of the month following the (90) days.

Article XXVI

Communicable Diseases

- A. The Fire Chief or designee shall maintain a separate file to be known as the “communicable Disease File” in which employees responding to fire rescue alarms in which contact and/or working in close proximity to the victims with communicable diseases and their body fluids shall be recorded in the C.D.F. at the completion of each alarm. It shall be the employee’s responsibility to notify the officer in charge and initial the completed C.D.F. form.
- B. If the employee is diagnosed with the AIDS Virus or any other communicable disease, the C.D.F. form shall establish a reputable presumption that the employee is eligible for injury leave pursuant to Article XVII.

Article XXVII

Safety Clause

- 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 meeting.

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 the Article. Said material will be kept on file with the Association

Article
XXX

Service Records

- A. A personnel file shall be established and maintained for each employee covered by the Agreement. Such files are confidential records and shall be maintained by the Board, and may be used for evaluation by the Fire Chief, Administrator or Board only.
- B. Upon advanced notice and at reasonable times, any employee may review his or her personnel file. However, this appointment for review must be made through the Fire Chief.
- C. Whenever a written complaint concerning an employee or his or her actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she so desires. The employee shall be permitted to place said rebuttal in his or her file.
- D. When an employee rebuts and is found innocent of said complaint, the written complaint must be removed from the employee's 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 therefrom except as provided in Section D above or by mutual agreement.
- F. Maintenance of the personnel files will be in accordance with the Archives Laws of the State of New Jersey.

Article XXXI

Printing and Supplying Agreement

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

Article XXXII

Statutory and Legal Rights

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

Article XXXIII

Separability and Savings

- 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

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.
- B. Emergency Medical Technicians scheduled to work the day of jury duty will be given the night off from work for the day that was served. The employee must contact a supervisor the night before jury duty to have their shift covered. You must provide the supervisor with a copy of your jury duty paperwork upon returning to work.

Article XXXVI

Acting Out of Title

- A. When the District determines substitute supervisor coverage to be necessary, EMT Supervisors will be given the opportunity to work overtime, compensated at a rate of time and half of their regular rate, prior to the designation of any acting officer. Officer overtime will be offered on a rotational basis.
- B. EMT's acting in the place of an EMT Supervisor shall be compensated at the same rate as the supervisor. Designation of replacements will be offered on a rotational basis to all qualified employees.

Article XXXVII

Emergency Leave

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

Article XXXVIII

New Jersey State Disability Benefits Program

1. 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.
2. 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).
3. All employees subject to this agreement, and all other district employees, must agree to contribute toward financing to ensure the Board's inclusion in the Temporary Disability Benefits program.
4. 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.

Article XXXIX

Spousal Maternity Leave

A. Four (4) consecutive workdays 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 XXXX

Probationary Period

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

Article XXXXI

Fully Bargained Agreement

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain able issues which were or could have been the subject of negotiations.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except only by an instrument, in writing, executed by both parties.
- D. It is the intent of the parties that the provisions of this Agreement will supersede all agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Board and the Association, for the life of this Agreement, hereby waive any rights to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to nay right or claim no expressed in this Agreement.

Article XXXXII

Superseding Clause

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

Article XXXXIII

Duration, Term and Renewal

This Agreement shall be effective July 1, 2005 and shall remain in full force and effect through June 30, 2009. It shall automatically be renewed from year to year thereafter, unless either party shall notify the other, in writing, before one hundred twenty (120) calendar days prior to the termination date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) calendar days prior to the termination date. This Agreement shall remain in full force and effect during the period of negotiations.

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

BOARD OF FIRE COMMISSIONERS
VOORHEES FIRE DISTRICT #3

I.A.F.F. LOCAL 3249
AFL – CIO

By: _____

By: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

Appendix A

Clothing Allowance List

- A. The clothing list shall be as follows:
 - 5 short sleeve shirts w/ name embroidered
 - 5 long sleeve shirts w/ name embroidered
 - 5 tee shirts
 - 5 pair of pants
 - 5 Mock turtle neck shirts
 - 5 Staff shirts
 - 1 Collared sweat shirt (job shirt) w/ name embroidered
 - 2 pair of shoes (\$110.00 per pair maximum expenditure by the Board)
 - 2 badges
 - 1 belt
 - 1 winter/spring coat
 - 1 pair turnout type gloves
 - 1 helmet
 - 1 EMT type turnout coat
- B. The designated fire district uniform will be mutually agreed upon by the Board and the Association

