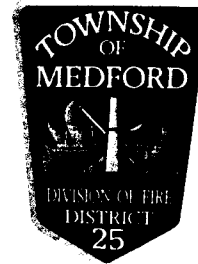
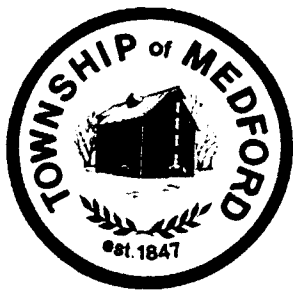


Agreement Between
The Township of Medford
And
Burlington County Professional
Fire Fighters Association,
International Association of Fire Fighters
Local 3091
A.F.L.-C.I.O.-C.L.C.
Shop 25F & Shop 250



January 1, 2009 through December 31, 2011

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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, 2008. This Agreement is subject to ratification by the Township Council and the Union. The terms of this tentative settlement are as follows:

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 or political affiliation.
- 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.

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 the employees of their statutory or other legal rights concerning discipline or their right to any other statutory or legal remedy in lieu of resorting to the grievance procedure.

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.

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 to the designee, the grievance may proceed to Step Two.

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 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.

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. Township's grievance may be referred

to grievance arbitration within thirty (30) calendar days of meeting with the Association if it is not resolved.

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 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. Overtime or compensatory time will be paid for any additional time worked beyond the 80 hours in each 14 day cycle for the position of Deputy Chief and 84 hours in each 14 day cycle for the position of Firefighter and Lieutenant for years 2009 and 2010. Starting in year 2011 overtime or compensatory time will be paid for any additional time worked beyond the 84 hours in each 14 day cycle for the position of Deputy Chief and 88 hours in each 14 day cycle for the position of Firefighter and Lieutenant in accordance with the Fair Labor Standards Act requirements for public agencies. The granting of compensatory time shall be at the discretion of the Township.
- D. When an employee 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 two (2) hours at his/her overtime rate, so long as the recall is not contiguous with their regularly scheduled shift or the employee may choose to receive compensatory time at a rate of 1-1/2 hours for every hour worked.
- 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 of Medford 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

SALARIES		2009	2010	2011
Medford Township Career Firefighters	Firefighter			
	New Hire Firefighter	\$41,500	\$46,893	\$54,654
	Firefighter Start Date of 8/02	\$51,500	\$58,500	\$66,500
	Firefighter Start Date of 7/01	\$53,500	\$60,500	\$68,500

**ARTICLE 11
SALARIES**

SALARIES		2009	2010	2011
Medford Township Career Fire Officers	Officers			
	Deputy Fire Chief	\$85,500	\$96,500	\$107,500
	Fire Lieutenant	\$60,500	\$68,500	\$77,500

**ARTICLE 12
HOLIDAYS**

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

NEW YEAR'S DAY	- January 1
MARTIN LUTHER KING	- Removed Starting Year 2009
PRESIDENT'S DAY	- Removed Starting Year 2009
<u>GOOD FRIDAY</u>	- Removed Starting Year 2010
MEMORIAL DAY	- Last Monday of May
INDEPENDENCE DAY	- July 4
LABOR DAY	- 1st Monday of September
COLUMBUS DAY	- Removed Starting Year 2009
VETERAN'S DAY	- Removed Starting Year 2009
THANKSGIVING DAY	- 4th Thursday of November
<u>DAY AFTER THANKSGIVING</u>	- Removed Starting Year 2010
CHRISTMAS DAY	- December 25
FLOATING HOLIDAY	- Removed Starting Year 2009

B. When a holiday falls within a period of paid leave (i.e. vacation, sick day), the holiday shall not be counted as a leave day in computing the amount of leave debited.

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 (see Article 9 letter 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.

**ARTICLE 13
VACATIONS**

A. Each permanent employee shall accrue vacation time on the following basis: 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.
- 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.
- 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 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.
- 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:
 - 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. Beginning of 20th year to retirement 4 days
- 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. 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 Townships Employment 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. In the event of an employee's death due to work related injury, the Township shall pay any reasonable funeral bill up to a maximum of \$7500.00.

- D. The Township shall assist the primary beneficiary in seeking insurance claims and other lawful benefits.
- E. The Township shall continue to pay premium cost for the basic medical benefit coverage for an employee permanently disabled or killed during the performance of his/her, as well as the spouse and/or dependent children to age 18, or 22 if full time student, unless the employee qualifies for substantially equivalent medical/insurance benefit coverage as may be provided by a state or 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.

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, step-parents, 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 non-paid 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 days 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.

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. 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.
- 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 agrees to hold in full force and effect medical coverage provided by the New Jersey State Health Benefits Plan and not to remove itself from participation in this plan or rescind Township Resolutions 4-75-1 and 4-75-2 during the term of this Agreement, except that the Township, at its election, shall have the right to remove itself from participation and rescind Township Resolutions 4-75-1 and 4-75-2 in the event it provides substantially equivalent coverage to all employees as presently covered by adoption of said Township Resolution 4-75-1 and 4-75-2.
- C. Any employees breaking or losing eye glasses while in the line of duty shall be reimbursed \$100.00 per occurrence.
- D. 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 WORKPLACE

- 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

January 5, 2009

TOWNSHIP OF MEDFORD

RESOLUTION 25-2009

**AUTHORIZING EXECUTION OF AGREEMENT
BETWEEN THE TOWNSHIP OF MEDFORD
AND BURLINGTON COUNTY FIRE FIGHTERS
ASSOCIATION, INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 3091, A.F.L.-C.I.O.-C.L.C. ("IAFF")**

WHEREAS, the Township of Medford is a public employer; and

WHEREAS, the Agreement between the Township and the IAFF was set to expire December 31, 2008; and

WHEREAS, in accordance with the Employer Employee Relations Act, the Township and the IAFF engaged in collective bargaining negotiations; and

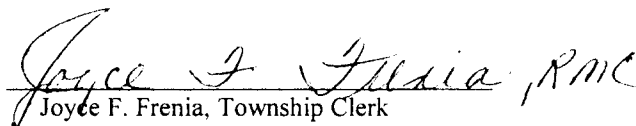
WHEREAS, the negotiations resulted in an amicable agreement, which Agreement has been reduced to writing and is attached hereto and made a part hereof; and

WHEREAS, the Township desires to ratify and enter into the aforementioned Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council for the Township of Medford that the attached Agreement entitled "*Agreement Between the Township of Medford and the Burlington County Professional Fire Fighters Association, International Association of Fire Fighters, Local 3091, A.F.L.-C.I.O.-C.L.C.*" be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and is hereby authorized to execute said Agreement.

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Medford, at a meeting held on the 5th day of January, 2009.


Joyce F. Frenia, Township Clerk