

Revised: November 2, 2020

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT #13  
CHERRY HILL TOWNSHIP  
CAMDEN COUNTY, NEW JERSEY

AND

CHERRY HILL PROFESSIONAL  
FIRE OFFICERS ASSOCIATION  
I.A.F.F. LOCAL NO. 3198  
AFL - CIO / CLC

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January 1, 2020 through December 31, 2023

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**PREAMBLE**

This Agreement is entered into this 7th day of May, 2020, by and between **BOARD OF FIRE COMMISSIONERS FOR CHERRY HILL TOWNSHIP DISTRICT #13** in the County of Camden, New Jersey, a municipal body of the State of New Jersey (hereinafter referred to as the "Board"), and **CHERRY HILL PROFESSIONAL FIRE OFFICERS ASSOCIATION, IAFF LOCAL NO. 3198, AFL-CIO/CLC** (hereinafter referred to as the "Local").

## PURPOSE

This Agreement is entered into with the Board to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Local 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 #13 and the Township of Cherry Hill, the Board of Fire Commissioners District #13 and its employees.

ARTICLE 1

RECOGNITION

- A. The Board, pursuant to Resolution 93-10-14 dated October 18, 1993, recognizes the Local as the representative for the purpose of collective negotiations for all employees covered in the aforementioned and more specifically, the **PAID FIRE OFFICERS, LIEUTENANTS, CAPTAINS, CAPTAIN/STATION COMMANDER, BATTALION CHIEFS, BATTALION CHIEF/SHIFT COMMANDER, MOTOR MAINTENANCE OFFICER, FINANCE (ACCOUNTING) OFFICER, ASSISTANT FIRE MARSHAL, FIRE MARSHAL, DEPUTY FIRE OFFICIAL, FIRE OFFICIAL, ASSISTANT TRAINING OFFICER, TRAINING OFFICER, DIRECTOR OF COMMUNITY EDUCATION** and **DEPUTY CHIEF**, of Fire District #13, Cherry Hill, New Jersey.
- B. Unless otherwise indicated, the terms "Fire Officer," "Member," "Members," "Employee", or "Employees" when used in this Agreement, refer to all persons represented by the Union in the above defined negotiating unit.
- C. This Agreement excludes Fire District #13 Fire Chief, Assistant Fire Chief/Chief's, Executive Assistant to the Fire Chief, Firefighters, Fire Prevention Specialist, Firefighter/Mechanic and Public Education Officer.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

There shall be no discrimination by the Board or the Local against any employee because of race, color, creed, age, sex, national origin, marital status, or any other category protected by law, membership or non-membership in the Local, and participation or the lack thereof in legal Local activities as permitted herein. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal Laws.

### ARTICLE 3

#### LOCAL RIGHTS AND RESPONSIBILITIES

- A. Authorized representatives of the Local, whose names shall be filed in writing with the Board, or their designee, shall be permitted to visit any fire facility within Cherry Hill Township without loss of pay for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Fire Chief, or such other individual designated by the Board in writing to perform such task, on condition that such prior approval shall not be unreasonably withheld. Only one (1) authorized Local representative shall be granted such permission, and he/she shall not unreasonably interfere with the normal conduct of the work within the fire facility.
- B. Official representatives of the Local will be granted administrative leave with pay in accordance with contract provisions covered in this agreement.
- C. Up to a maximum of two (2) authorized Local Representatives shall be excused from their normal duties without loss of pay to participate in negotiations for the renewal of this Agreement, or the execution of a new Agreement. Such representatives shall attend negotiations sessions, if on-duty, in the appropriate uniform and be available for duty in the event the need arises.
- D. The President, or in his/her absence, any designated member of the Local shall have the right while on-duty without loss of pay to investigate and/or process grievances, and to attend Local Union business functions within Cherry Hill upon direct application to the Fire Chief, or his designate.
- E. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local upon written authorization to the Board by the employee. The



Board shall maintain a file of written refusals by members to authorize the Board to forward such documents to the Local. Copies of all disciplinary charges or notices relating to disciplinary action shall be furnished to the President or Shop Steward of the Local against any member or non-member within seventy-two (72) hours of the presentation of charges.

- F. The Local 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 Local recognizes that the conditions set forth in this Article shall be subject to the mission of the Board.
- G. Members of the Local shall be permitted to attend Local Meetings in their Local response district within Fire District #13 while on-duty without loss of pay. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance shall be granted by the member(s) on-duty shift commander, but may be reasonably denied.
- H. The President, or designee, and the State delegate of the Local shall be granted administrative leave not to exceed an aggregate of ten (10) days per annum for attendance at State and/or International meetings. The Local shall submit a written explanation for the purpose of attending said affairs upon request of the Board representatives'.
- I. The Shop Steward/Representative shall be present when it is felt by the Fire Officer that he/she is being questioned for discipline or investigation purposes.

## ARTICLE 4

### 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 of the United States, including, but not limiting the generality of foregoing, the following rights:
1. To the executive management and administrative control of the Board and its properties and facilities and the activities of its employees;
  2. To hire all employees, and to the provisions of the law, to determine their qualifications for continued employment or assignment, and to promote and transfer employees;
  3. To suspend, demote, discharge or take any disciplinary action for good and just cause according to law;
- 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 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

### LEAVE OF ABSENCE

- A. Leave of absence without pay may be granted by the Board, upon recommendation of the Fire Chief, to an employee who has been employed for a period of ninety (90) days after the one (1) year probationary period. This leave of absence will be limited to a total of one (1) year; however, the Board will only approve the leave in three (3) month increments. The employee must request that the leave be extended every three (3) months. A leave of absence under this section will only be approved for a serious medical or family crisis matter.
- B. During a leave of absence, the Board will not be responsible to provide the employee with the benefits provided within Article 21. However, if the employee wishes that coverage to be extended to him/her during that leave, the Board will provide said coverage. The fee for the coverage must be reimbursed by the employee prior to the Board being billed.
- C. The time-period during a leave of absence will not be credited towards that employee's years of service.

## ARTICLE 6

### MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Board's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. Neither the Local 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 or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, sickout, walkout, or other illegal job action against the Board.
- C. The Local 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 such action by another employee or group of employees of the Board.
- D. In the event of a strike, slowdown, work stoppage, sickout, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under the Agreement shall entitle the Board to take legal and statutory remedies.
- E. 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 Local or its members.

F. "Sick Out" shall be defined as the unexcused absence of forty (40.0%) percent or more of the members of the Bargaining Unit scheduled and assigned to work that day.

1. Upon the occurrence of a "sick out" as defined above, each member who has reported in sick shall be examined by a physician of his/her choice within twenty-four (24) hours of the time reporting sick and such member shall submit a report from said physician indicating the nature of the employee's illness and recommendations therefore. Said report is to be delivered to the Fire Chief of Fire District #13 within twenty-four (24) hours of the time of his/her examination by his/her physician. The Fire Chief shall have the option to request the employee be examined by a physician of the Fire Chief's choice with the cost to be borne by the Board.
2. A determination of whether such employee is of sufficient good health to carry out his/her assigned duties shall be made by the Fire Chief of Fire District #13 taking into account said physician's report and recommendations. A determination that such employee is not of sufficient good health to carry out his/her assigned duties shall be an excused absence.
3. In the event that the Fire Chief of District #13 determines that the employee was in sufficient good health to carry out his/her assigned duties, said employee shall be subject to disciplinary action up to and including dismissal. Procedures as outlined in the District's Rules and Regulation Manual shall govern except that the Board's decision may be appealed to Binding Arbitration. Said appeal must be filed within ten (10) working days of the Board's decision. The Arbitrator shall be chosen in accordance with the rules

of the Public Employees Relation Commission. The costs shall be borne equally between the Board and the appealing party.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

**A. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department 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 of their rights to pursue any other statutory or legal remedies in lieu of resort 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, Agreements and administrative decisions affecting the terms and conditions of employment, and shall be raised by an employee, the Local on behalf of an individual or a group of employees, or the Board.

**C. STEPS OF THE GRIEVANCE**

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:** An aggrieved employee or the Local on behalf of any aggrieved employee or employees or the Board shall institute action under the provisions

hereof within thirty (30) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor, for the purposes of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within five (5) days of the informal discussion, the grievance may proceed to STEP TWO.

2. STEP TWO:

- a. In the event a satisfactory settlement has not been reached at STEP ONE, the grievant may within ten (10) days of the immediate supervisor's decision, file his/her written grievance with the Fire Chief of District #13. The written grievance at this Step shall contain the relevant facts and summary of the preceding oral discussion, the section of the Agreement violated, and the remedy requested by the grievant.
- b. The Fire Chief of Fire District #13 shall review the matter and submit a determination in writing within ten (10) days of receipt of the grievance.

3. STEP THREE:

- a. In the event a satisfactory settlement has not been reached at STEP TWO, the grievant may within five (5) days of the Fire Chief's decision, file his/her written grievance with the Board of Fire Commissioners. Referral of grievance at this Step shall contain and include copies of all documents previously submitted by and between the parties.



- b. The Board of Fire Commissioners shall review the decision of the Fire Chief and within ten (10) days from the receipt of the grievance make a written determination.

4. STEP FOUR:

- a. In the event the grievance has not been resolved at STEP THREE, the Local may within ten (10) working days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of PERC.
- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Board. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Local shall pay whatever costs it may have incurred in processing the case to arbitration.
- c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, subtract from, or otherwise modify this Agreement, (or any amendment or supplement thereto), or render any decision in conflict with this Agreement. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States, where applicable.
- d. The costs for the services of the arbitrator shall be borne equally by the Local and the Board, unless the Local elects to withdraw, in which case all fees of the PERC shall be paid by the Local. Any other expenses incurred,

including but not limited to the presentation of witnesses, shall be paid by the party incurring all the same.

- e. The arbitrator shall set forth his/her findings of fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing, unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.
5. No response at any step in this procedure by the Board or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits, the grievant may proceed to the next step.
6. Group grievances, which shall be defined as those affecting "substantially" all of the members of the Local, shall be filed by the Local and by the Local only at STEP THREE.
7. Time limits may be extended by the parties by written mutual agreement.

**ARTICLE 8**  
**COMPENSATION**

- A. Fire Officers' salaries shall be as set forth in the salary guides in Appendix A. All increments or cost of living increases shall take place on January 1 of each year. Notwithstanding the foregoing, new hires receive a step increment in January of the first succeeding year only if they were hired prior to July 1<sup>st</sup> of the previous year. Example: If a member was hired in June 2020, he/she would receive their next increment in January 2021. If a member was hired in September 2020, he/she would receive their next increment on January 1, 2022.
- B. Under normal circumstances, payroll will be distributed every other week at 1500 hours on Fridays. Overtime and actor's pay will be paid every other week with regular pay.

**ARTICLE 9**

**SICK LEAVE**

A. Sick Leave is defined as a temporary inability to perform one's duties by reason of personal or immediate family injury, illness, or disease.

B. Unused sick leave shall accumulate without limitation from year-to-year of employment.

C. FIFTY-THREE (53) HOUR EMPLOYEES

1. Paid sick leave shall be earned at the rate of one hundred sixty-eight (168) hours per year.

2. In utilizing sick leave for non-service connected injury, illness, or disease, the sick time earned in the year in which the employee is injured or ill shall be used first. After the current year's sick leave is exhausted, non-service connected illness or injury shall be charged against sick time earned prior to January 1, 1994 starting with the oldest hours.

D. FORTY (40) HOUR EMPLOYEES

1. Paid sick leave shall be earned at a rate of one hundred (100) hours per year.

2. In utilizing sick leave for non-service connected injury, illness, or disease, the sick time earned in the year in which the employee is injured or ill shall be used first. After the current year's sick leave is exhausted, non-service connected illness or injury shall be charged against the employee's sick time bank.

## E. SICK INCENTIVE PLAN

1. Tier I - Members who utilize less than the aforementioned amounts of sick leave will be entitled to the following sick incentive on an annual basis. This incentive will run in conjunction with annual leave January to December and will be paid in the next pay period after January 30<sup>th</sup> of each year.
2. Members may use sick time in consecutive four (4) hour increments. As a result, the sick time incentive provided for below shall be prorated based upon the number of sick hours taken on an annual basis such that each four (4) hours taken will reduce sick time incentive by \$58.33.
3. Subject to the portion of sick time incentive provided for in Paragraph 2 above, sick time incentives shall be as follows:

### Tier I:

53-hour Members	"0" hours - \$1100.00
	"4" hours - \$1041.67
	"8" hours - \$ 983.34
	"12" hours - \$ 925.00
	"16" hours - \$ 866.67
	"20" hours - \$ 808.34
40-Hour Members	"24" hours - \$ 750.00
	"0" hours - \$1100.00
	"4" hours - \$1012.50
	"8" hours - \$ 925.00
	"12" hours - \$ 837.50
	"24" hours - \$ 750.00

4. Tier II: Any employee who did not utilize any sick leave in the proceeding calendar year will be eligible for the Tier II incentive pay. However, once an employee utilizes any sick leave in a succeeding calendar year they will only be eligible to receive Tier I incentive.

53-Hour Members

"0" hours -	\$1350.00
"4" hours -	\$1291.67
"8" hours -	\$1233.34
"12" hours -	\$1175.00
"16" hours -	\$1116.67
"20" hours -	\$1058.34
"24" hours -	\$1000.00

40-Hour Members

"0" hours -	\$1350.00
"4" hours -	\$1262.50
"8" hours -	\$1175.00
"12" hours -	\$1087.50
"16" hours -	\$1000.00

5. Tier III – Any member who has not used any sick time for a period of sixty (60) months will receive a One Thousand Dollar (\$1,000.00) bonus.
6. Tier IV – Any member, who does not use any sick leave in their last five (5) years of employment prior to retirement, will be entitled to a Three Thousand Dollar (\$3,000.00) bonus in addition to the Tier III bonus.

F. LEAVE FOR FAMILY MEMBERS

1. Members may use sick leave to care for family members if they have major surgery, or a critical illness requiring hospitalization.
2. Notification of this event must be made through channels, with as much notice as is reasonably possible.
3. Family members covered under this provision are the member's spouse, child or parents.
4. All family leave will follow Federal (FMLA) and State (FLA) Laws, which provisions are covered in the Department's Policy Directive on FMLA.
5. The Department hereby incorporates all of the terms of its Family and Medical

Leave Policy.

#### G. CHILD BIRTH

1. Male members of the bargaining unit are entitled to use forty (40) hours for eight (8) and ten (10) hour employee shifts or seventy-two (72) hours for twenty-four (24) hour employee shift for the birth of a child. This will include those tours from the day of delivery forward. Any workdays within this period will come from the member's sick leave.
2. Female members of the bargaining unit are entitled to five (5) days Maternity Leave. This will include those tours from the day of delivery forward. This leave is independent of the member's sick leave.

#### H. LIGHT DUTY ASSIGNMENT

1. Any Local member, who has sustained an injury or contracted an illness which medically precludes his/her regular performance as a Fire Officer, may at the discretion of the Fire Chief or his designate, be assigned to light duty detail with the approval of the fire surgeon and employee's treating physician.
2. Local members injured in the line of duty may be ordered to report for a light duty assignment once approved by the treating fire surgeon.
3. Local members with non-duty related injuries who are off on injury leave for ninety (90) calendar days may be ordered to report for a light duty assignment once approved by the treating fire surgeon. If there is a dispute between the two physicians, a mutually acceptable third physician will be utilized. The cost of the third physician will be borne equally by both parties.

4. Local members with non-duty related injuries may ask in advance for a light duty assignment to save accumulated sick leave. Authorization by the Fire Chief will be based on availability and must be approved by the treating fire surgeon and employee's treating physician.
5. The placement of an injured or ill Fire Officer on light duty shall not count towards satisfying minimum staffing standards as determined by the Board.

I. DOCTOR'S CERTIFICATE

Fire Officers shall be required to furnish a doctor's certificate to substantiate requests for approval of sick leave, when sick leave exceeds three (3) consecutive workdays for forty (40) hour workweek employees, or exceeds two (2) consecutive workdays for fifty-three (53) hour workweek employees.

- J. Use of FMLA/NJFLA shall be considered sick leave for the purposes of the sick incentive plan.
- K. Sick leave shall run concurrent with any leave taken/granted under the FMLA or the NJFLA.



## ARTICLE 10

### COLLEGE INCENTIVE PROGRAM

- A. Each employee who enters the College Incentive Program pledges to achieve an Associate's Degree and/or a Bachelor's Degree in Fire Science/Fire Administration as designated by an institution of higher learning. Each employee shall give written notice to the Assistant Fire Chief of their intention to enter into the college incentive program. All employees currently receiving College Incentive Payment (under Article 10) prior to January 1, 1997, will continue to receive such payments for the duration of this Contract (Refer to Appendix C).
- B. Each employee shall be compensated at the rate of One Dollar (\$1.00) per month for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Board.
- C. Upon presentation of proof of successful completion through institutional records, payment shall be added to the salary in the first pay period of November of each year.
- D. In the event an employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program, but credits earned prior to his/her reinstatement shall not be compensated until the attainment of the Associate's Degree. The employee may make application to the Fire Chief for relief from the provisions of this Section.
- E. Credits earned prior to appointment to the department shall not be compensated for until the attainment of the next highest degree, either Associate's or Bachelor's or Master's. However, any Fire Officer that possesses an Associate's, Bachelor's or

Master's Degree prior to appointment, as defined in Section A of this Article, will be compensated for the Degree as defined in Section C of this Article.

- F. An employee may either choose the incentive program as described in Sections A through E of this Article, or be compensated for the tuition and book cost of said courses, upon presentation of proof of satisfactory completion through institutional records.
- G. The highest level of compensation under this program shall be those credits up to and including the Master's Degree.
- H. Approved Master Degree Programs will include an MS in Public Administration, Emergency Management, Homeland Security and Public Safety Management.
- I. For members hired after January 1, 2020 reimbursement shall be limited to up to four (4) classes per year and each class will be reimbursed up to fifty percent (50%) of the cost of the class. In order to be eligible for this benefit, an employee must be employed with the District for a minimum of five (5) years.

ARTICLE 11

EXCHANGES OF HOURS OF DUTY

- A. The request for exchange of hours of duty by an employee with another employee may be granted by the Fire Chief or his designee, provided such request has been made through proper channels and is in conformance with the needs of the District.
- B. In volunteering to exercise the provisions of this Article, no employee shall work more than two (2) shifts and the provisions of Article 12 shall not apply to the second shift unless the employee is ordered to work hours in excess of his/her shift, in which case Article 12 shall be applicable to those excess hours. Such exchange of duty hours shall not be authorized should same create an overtime situation.
- C. No employee shall exceed a maximum of twelve (12) hours between his/her assigned consecutive or twenty-four (24) hour tour of duty.
- D. Exchange of hours of duty will be limited during each twenty-seven (27)-day cycle as follows:

24-hour employee	-	72 total hours
8 or 10-hour employee	-	40 total hours

Employees enrolled in the College Incentive Program can request additional hours for exchange provided such request is made in writing to the Assistant Fire Chief. This may be permitted during the semester with appropriate documentation.

## ARTICLE 12

### HOURS AND OVERTIME

#### A. FIFTY-THREE (53) HOUR EMPLOYEES

1. Each employee will be scheduled to work three (3) twenty-four (24) hour tours of duty within a nine (9) day work cycle. It is mutually agreed that the schedule of work day assignments shall provide each employee with the following pattern of duty tours: One (1) twenty-four hour tour of duty; followed by one (1) twenty-four (24) hour day off period; followed by a second twenty-four (24) hour tour of duty; followed by a second twenty-four (24) hour day off period; followed by a third twenty-four (24) hour tour of duty; followed by four (4) twenty-four hour days off period. It is mutually understood that the Fair Labor Standards Act requires employers to pay overtime compensation to employees in fire suppression service when more than two hundred four (204) hours are worked within a twenty-seven (27) day work period. To avoid such overtime mandate, the parties further agree that the Fire Chief or his designee will schedule an employee to a tour of duty of less than twenty-four (24) hours within any such twenty-seven (27) day work period. Employees will continue to receive weekly pay computed without reference to the actual hours worked under this schedule arrangement, and the weekly pay shall be computed on a yearly average basis with increment only for overtime. Meal and break time are included within the twenty-four (24) hour tour of duty.
2. Employees required to work more than seventy-two (72) hours within a nine (9) day work cycle, or required to work more than twenty-four (24) hours within a forty-eight (48) hour time span, or required to work on any day inconsistent with the duty

pattern referenced in paragraph No. 1 above with the exception of a scheduled platoon transfer, shall be afforded the option to receive either premium pay or compensatory time as compensation, therefore, which election shall exclusively be made by the employee, computed at a rate of time and one half (1-1/2) for each hour worked. Notification of said decision is to be made at the time of the occurrence. Overtime pay or compensatory time owed to the employee who is working a 24-hour shift on a 53-hour workweek shall be computed by reference to the hourly rate computed on 2,904 hours and for the employee who is working a 40-hour workweek shall be computed by reference to the hourly rate computed on 2,080 hours. The rate of pay used at retirement and separation purposes for all employees shall be computed on 2,080 hours. [At retirement, the 53-hour and 40-hour employee are made equal by using the 1.8 conversion factor]. The hourly rate of 2904 hours becomes effective at the signing of the contract and is non-retroactive.

3. Overtime may only be worked with the approval of a supervisor.
4. Scheduled platoon transfers will occur annually in the month of January. Platoon transfers will be accomplished in the following manner:
  - a. The transfer cannot result in back to back shifts.
  - b. The transfer will be done over the 4-day break.
  - c. The member will start the new platoon on the 3<sup>rd</sup> or 4<sup>th</sup> day of the break.
  - d. Administrative days to maintain the 204 hours in the 27-day cycle are assigned after the transfer by the Field Command Office in conjunction with staffing. PTO days approved prior to any transfer notice will not be counted

in the transfer adjustment days. This does not preclude the department from transferring personnel due to promotion, retirement, platoon balancing and personnel enrichment. Platoon vacancies that would require platoon balancing are as follows:

- Resignation/Retirement
  - FMLA for 3 or more shifts
  - IOD for 3 or more shifts
  - Light Duty for 3 or more shifts
5. Employees may be recalled to duty and shall be compensated for such recall by either premium pay, or compensatory time computed at a rate of time and one half (1-1/2) times the regular rate of pay which election shall exclusively be made by the employee. Employees shall be paid a minimum of two (2) hours, regardless of actual time recalled to duty. Fire Officers will be listed by seniority in Grade by Platoon. A list of all Officers with their permanent rank and appointment date will be promulgated by the Board.
  6. Compensatory time earned must be utilized on or before the end of the calendar year in which it is earned. If any employee has any compensatory time accumulated at the end of the year, he or she shall be paid for such time at his or her rate of pay on the last pay period in the year.
  7. An employee shall be entitled to utilize earned and/or accumulated compensatory time at any date(s) of his or her election with the approval of the Fire Chief, or such other individuals designated by the Board in writing to perform such task, which approval shall not be unreasonably withheld. An employee who elects to receive

premium pay in lieu of compensatory time shall receive such pay within the pay period the overtime occurred or the following pay period.

8. An employee shall receive no overtime compensation for the first fourteen (14) minutes of overtime per week. Upon attaining fifteen (15) minutes of authorized overtime in a week, the employee shall be compensated for all overtime worked that week. Overtime compensation shall be compensated in fifteen (15) minute intervals thereafter.
9. All Fire Officers will be awarded overtime for hours worked prior to the start of their shift. This will be considered an "early in" period. An "early in" is not to exceed two (2) hours. Any time that will be in excess of two (2) hours will follow normal overtime call back procedures. Members assigned to the Staff assignments will be paid overtime for an "early in" for the actual hours worked prior to their assigned shift.
10. Battalion Chiefs will be available for up to eight (8) hours each month as needed for administrative meetings. Battalion Chiefs will be compensated with compensatory time for attending these meetings.
11. Officer Coverage
  - a. The fire department will staff each shift with four (4) permanent officers per shift. The four (4) permanent officers will include the Battalion Chief and/or Acting Battalion Chief. The Battalion Chief may detail officers to ensure equal coverage in both Battalions. If overtime is required to fulfill the four (4) officers per shift, a permanent officer will be hired to fill the officer vacancy, as needed to meet department staffing policies.

- b. When the Battalion Chief is absent due to an illness or injury, the position will be filled in the following order; the Staff Battalion Chief (In Grade), Acting Battalion Chief or an off duty Battalion Chief or Acting Battalion Chief on overtime.
- c. Officers who are recalled as Shift Commander/Acting Shift Commander during an "All Hands" call back will be paid a minimum of four (4) hours regardless of actual time recalled to duty.
- d. In addition to the staffing rule of four (4) officers on duty; when an officer vacancy occurs or exists on a shift and overtime call back must be utilized to staff a Company; an officer will be called in on overtime for the vacancy. If no eligible and or available sworn officer voluntarily accepts the available overtime vacancy and mandatory overtime is needed to fill the vacancy, an Acting Company Officer will be utilized (if available on-duty) to fill the vacancy and a firefighter will be called in on overtime for the vacancy. If the entire eligible and or available firefighter overtime list is exhausted and no firefighter accepts the overtime, than mandatory Fire Officer overtime will be used to fill the vacancy.

12. Daylight Savings Time.

No adjustment to employees' time records will be made as a result of time extended in the Fall, nor will an adjustment be made to time lessened in the Spring, as a result of changes in the clock.

13. The Fire Marshal and Safety Officer will earn five (5) hours of compensatory time per month for stand-by time.



## B. FORTY (40) HOUR EMPLOYEES

1. The regular duty schedule will provide a basic workweek of forty (40) hours. Where the schedule involves regular shifts other than eight (8) or ten (10) hours, the general schedule will provide offsets to ensure the maintenance of the forty (40) hour base work week during the course of the year. Meal and break time are included within the eight (8) or ten (10) hour shift.
2. The "40 Hour Employees" are also subject to the twenty-seven (27) day work period under the Fair Labor Standards Act. However, "40 Hour Employees" who work in excess of their regular shift (as defined in Paragraph 1 above), with the approval or request of their supervisor, shall be afforded the option to receive either premium pay or compensatory time as compensation, which election shall be made by the employee, computed at a rate of time and one half (1-1/2). Notification of said decision is to be made at the time of occurrence.
3. Paragraphs 4 to 9 as defined in Section A above also applies to these employees.

## ARTICLE 13

### SAFETY CLAUSE

#### A. Safety Committee

1. The Fire Chief will establish a Safety Committee for the benefit of the health and welfare of all fire personnel. This committee will include one (1) member of each of the unions representing career employees. The appointed members will be mutually agreed upon by the Fire Chief and each Union President. The appointment will be concurrent with the term of each Union President.
2. This Committee will discuss all matters relating to safety, as well as, the purchase of fire apparatus, specifications for firefighting turnout gear and uniforms, and the purchase of firefighting and emergency medical equipment. All recommendations from the Union representatives must be copied/approved by each Union President.

B. The Department will operate under a three (3)-platoon system utilizing rotating 24-hour shifts and 40-hour workweeks. Each platoon will be managed by at least one permanently assigned Deputy or Battalion Chief.

C. The Department will dispatch apparatus with staffing to structural fires and other emergencies consistent with Cherry Hill Fire District #13 fire service practices. Unit members will operate under department operating guidelines. Staff levels are the managerial prerogative of the Board of Fire Commissioners. The parties acknowledge that the goal of the Department is to staff fire suppression companies with at least three (3) firefighting personnel.

D. Safety Officer: There will be at least one (1) permanent full-time safety/training officer assigned to the Fire Suppression Division. The personnel assigned to the Training

Division will also serve as the Department's On-Scene Safety Officer. If no Officer is available, the Incident Commander will appoint a Safety Officer on-scene as needed. This will not preclude the Department from instituting another system that provides a Safety Officer on emergency scenes.

- E. Call Back Personnel (Major Incident): The Chief Fire Marshal or the Assistant Fire Marshal, Safety Officer, Battalion Chiefs and available Captains will be recalled to duty for a major incident. Call back procedures will be specified in CHFD Operating Guidelines.

**ARTICLE 14**

**HOLIDAYS**

**A. FIFTY-THREE (53) HOUR EMPLOYEES**

1. All employees will be granted for 2020, 2021, 2022, and 2023 two hundred forty (240) un-designated holiday hours for each year respectively, to be used at the employee's discretion.
2. Any shift change by management will not affect any approved holiday time.

**B. FORTY (40) HOUR EMPLOYEES**

1. a. All employees will be granted for 2020, 2021, 2022, and 2023 seventy-two (72) hours for each year respectively un-designated holiday hours (taken based on the amount of hours an employee works in a day, i.e., eight (8) or ten (10) hours, to be used at the employee's discretion.
- b. In addition, all employees will be granted fifty-six (56) hours to be used on the following designated holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve (4 hours), Christmas Day, and New Year's Eve (4 hours).

2. Paragraph 2 as defined above in Section A also applies to these employees.

**C. PERSONAL TIME OFF CLAUSE**

All holiday hours referenced above in Sections A.1. and B.1. will be consolidated with vacation hours and be labeled personal time. Personal time can be used at the employee's discretion in its entirety during the calendar year, or on a use, or lose

basis. The employee can carry up to fifty percent (50.0%) of personal time to the next year and by April 1 all unit members must declare the following:

1. Convert any portion, or all to sick leave; or
2. Receive payment on the hourly rate of 2904 hours for 3 – 24 hour (1 week) COPTO days for 53-hour employees. Receive payment on the hourly rate of 2080 hours for 5 – 8 hour (1 week) COPTO days for 40-hour employees. Payment to be made the second pay of October; or
3. Carry any portion, or all to September 1 – use it or lose it.

D. Holidays will be pro-rated.

**ARTICLE 15**

**VACATION**

**A. FIFTY-THREE (53) HOUR EMPLOYEE**

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule based upon the employee's anniversary date:
  - a. During the first calendar year of employment an employee shall be entitled to three (3) twenty-four (24) hour tours of duty (seventy-two [72] hours) (Pro Rated).
  - b. From the beginning of the second calendar year of employment through and including the fifth calendar year of employment, the employee shall be entitled to six (6) twenty-four (24 hour) tours of duty (one hundred forty-four [144] hours).
  - c. From the beginning of the sixth calendar year of employment through and including the tenth calendar year of employment, the employee shall be entitled to nine (9) twenty-four (24 hour) tours of duty (two hundred sixteen [216] hours).
  - d. From the beginning of the eleventh calendar year of employment through and including the fifteenth calendar year of employment, the employee shall be entitled to twelve (12) twenty-four (24 hour) tours of duty (two hundred eighty-eight [288] hours).
  - e. From the beginning of the sixteenth calendar year of employment through the end of employment, the employee shall be entitled to fifteen (15) twenty-four (24 hour) tours of duty (three hundred sixty [360] hours).

f. All vacation hours will be consolidated with holiday time and labeled personal time. Personal time can be used at the employee's discretion in its entirety during the calendar year, or on a use it, or lose it basis. The employee can carry up to fifty percent (50.0%) of personal time to the next year and by April 1 all unit members must declare the following:

1. Convert any portion or all to sick leave; or
2. Receive payment on the hourly rate of 2904 hours for 3 – 24 hour (1 week) COPTO days for 53-hour employees. Receive payment on the hourly rate of 2080 hours for 5 – 8 hour (1 week) COPTO days for 40-hour employees. Payment to be made the second pay of October; or
3. Carry any portion or all to September 1 – use it or lose it.

Leave shall be granted in conjunction with Department staffing and leave guidelines.

2. Annual vacation leave schedule shall be prepared by the shift commander in accordance with the provisions of this Article by seniority by using the vacation log. This vacation log will be circulated three (3) times, starting October 1<sup>st</sup> of each year, enabling each firefighter to secure one (1) vacation slot per circulation. The vacation log shall be completed by December 10<sup>th</sup> of the preceding year. A vacation period will consist of three (3) consecutive twenty-four (24) hour tours of duty including the succeeding scheduled days off for a total of nine (9) consecutive days off.

3. Any shift change by management will not affect any approved vacation time.
4. If Sections A and/or B in Article 12 should change, this Article shall be renegotiated.
5. Any employee may elect to forfeit an approved vacation period no later than one (1) week prior to the first day of the scheduled vacation period. The Company Supervisor will offer the forfeited vacation period to other Company members by seniority. If the vacation period is not secured in its entirety, it will be made available as unapproved time off.
6. Any employee may elect to defer one (1) week (3 - 24 hour shifts) of annual vacation (PTO) a year and up to a maximum of three (3) weeks (3 - 24 hour shifts) during their employment to be paid at retirement at the retirement rate of pay. The employee must declare this by December 1 of the preceding year the vacation leave is earned. The vacation hours will be deducted from that year's leave balance and placed into a Retirement Vacation Leave Bank. This payment applies to employees who retire from employment as outlined in Article 16 and is calculated as outlined in Article 12 A 2.

#### B. FORTY (40) HOUR EMPLOYEES

1. Each employee shall be entitled to annual vacation leave in accordance with the following schedule:
  - a. During the first calendar year of employment, an employee shall be entitled to forty (40) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. eight [8] or ten [10] hours) (pro-rated).
  - b. From the beginning of the second calendar year of employment through and including the fifth calendar year of employment, the employee shall be



entitled to eighty (80) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. eight [8] or ten [10] hours).

- c. From the beginning of the sixth calendar year of employment through and including the tenth calendar year of employment, the employee shall be entitled to one hundred twenty (120) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. eight [8] or ten [10] hours).
- d. From the beginning of the eleventh calendar year of employment through and including the fifteenth calendar year of employment, the employee shall be entitled to one hundred sixty (160) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. eight [8] or ten [10] hours).
- e. From the beginning of the sixteenth calendar year of employment through the end of employment, the employee shall be entitled to two hundred (200) hours of vacation leave (taken based on the amount of hours an employee works in a day, i.e. eight [8] or ten [10] hours).
- f. All vacation hours will be consolidated with the seventy-two (72) hours of holiday time referenced in Article 14, Section B.1a. and labeled personal time. Personal time can be used, at the employee's discretion, in its entirety during the calendar year, or on a use it, or lose it basis. The employee can carry up to fifty percent (50.0%) of personal time to the next year and by April 1<sup>st</sup> all unit members must declare the following:
  - 1. Convert any portion, or all to sick leave; or

2. Receive payment on the hourly rate of 2904 hours for 3 – 24 hour (1 week) COPTO days for 53-hour employees. Receive payment on the hourly rate of 2080 hours for 5 – 8 hour (1 week) COPTO days for 40-hour employees. Payment to be made the second pay of October; or
3. Carry any portion, or all to September 1 – use it or lose it.

Leave shall be granted in conjunction with Department staffing and leave guidelines.

2. A vacation leave schedule shall be prepared by the Supervisor in accordance with the provisions of this Article by seniority by using the vacation log. This vacation log will be circulated three (3) times, starting October 1<sup>st</sup> of each year, enabling each Firefighter to secure one (1) vacation slot per circulation. The vacation log shall be completed by December 10<sup>th</sup> of the preceding year. A vacation period will consist of four (4) ten (10) hour tours of duty, plus the three (3) succeeding days off for a total of seven (7) consecutive days off, or a period of five (5) eight (8) hour tours of duty, plus the two (2) succeeding days off for a total of seven (7) consecutive days off.
3. Any shift change by management will not affect any approved vacation time.
4. If Sections A and/or B in Article 12 should change, this Article shall be renegotiated.
5. Any employee may elect to forfeit an approved vacation period no later than one (1) week prior to the first day of the scheduled vacation period. The Company Supervisor will offer the forfeited vacation period to other Company members by seniority. If the vacation period is not secured in its entirety, it will be made available as unapproved time off.

6. Any employee may elect to defer one (1) week (5 - 8 hour shifts) of annual vacation (PTO) a year and up to a maximum of three (3) weeks (5 – 8 hour shifts) during their employment to be paid at retirement at the retirement rate of pay. The employee must declare this by December 1 of the preceding year the vacation leave is earned. The vacation hours will be deducted from that year's leave balance and placed into a Retirement Vacation Leave Bank. This payment applies to employees who retire from employment as outlined in Article 16 and as calculated in Article 12 A 2.

## ARTICLE 16

### SEPARATION, DEATH & RETIREMENT

- A. Employees shall retain all pension rights as Fire Officers under New Jersey and Cherry Hill Township Municipal Ordinances.
- B. Employees retiring either after twenty (20) years (Service Retirement – Enrolled in PFRS as of January 1, 2000), or after twenty-five (25) years (Special Retirement) of service pursuant to N.J.S.A. 43:16A-11.1, or having attained the age of sixty-five (65) pursuant to N.J.S.A. 43:16A-5 Chapter 428, Public Law of 1999 formerly Assembly Bill #2428, or as 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 of pay at the time of his or her retirement based upon the base annual compensation. An employee retiring will also be entitled to the provisions specified in Article 21, Section D (1, 2 & 3).
- C. Employees intending to retire other than disability pension shall accordingly notify the board by November of the previous year in which said retirement is to become effective. Failure of an employee to provide timely notice of retirement shall permit the Board to defer all, or part of the receive payments hereunder into the next succeeding budget year.
- D. In the event of an employee's death, his/her estate or legal representative shall be paid for all accumulated holiday, vacation, sick leave days, or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of his/her death. The estate or legal representative shall also be

entitled to payment of sick leave accumulated by the decedent computed in accordance with Section C (1) and (2), or Section F of Article 9.

- E. In the event of an employee's separation from service for any reason not set forth in Sections B or D above, all accumulated vacation, holidays, and other compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave. Separation shall be defined as a permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacations, layoffs or other temporary leaves.
- F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty, or retirement, all vacation, holidays, sick leave incentive and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the death, resignation or retirement is effective after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1 through December 31.
- 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 of the employee's death shall be payable to the employee's estate or legal representative.
- H. All bargaining unit members and his/her spouse or widow up to age sixty-five (65) who have, or will have retired from active duty with the Board after completion of twenty-five (25) years of service in the pension system shall be entitled to receive medical insurance benefits as afforded by the Board to personnel who are actively

employed (SHBP Retiree Plans or Board Provided Carrier Plans ) provided those eligible annually certify that they have no other medical coverage.

1. The maximum cost to the Board under this provision shall not exceed eighty percent (80%) of the total cost for coverage per retiree and spouse and family per year for members with at least twenty (20) years of service as of June 28, 2011. These employees will have twenty percent (20%) deducted from their monthly pension allowance. For members with less than twenty (20) years of service as of June 28, 2011, the maximum cost to the Board will follow the guidelines outlined in Chapter 78 of P.L. 2011 using the health benefit contribution schedules. These employees will have deducted from their retirement allowance the standard contribution (health benefit contribution schedule) using the retirement allowance as if it were the base salary. For employees who retired with twenty-five (25) years of service prior to Chapter 78 (June 28, 2011); the employee has the full cost deducted from their pension allowance and the Board reimburses the employee the eighty percent (80%).
2. This coverage shall include medical/surgical/dental and prescription provided by the Board and in effect at this time and will include coverage for dependent children.

I. Other Retirement Entitlements

- Badge & Dress Uniform
- Firefighting Leather Helmet
- Optical reimbursement. Retirees are eligible to receive up to Five Hundred Dollars (\$500.00). Reimbursement for the Retiree shall be for prescription

eyewear only. Retirees' family and/or spouses are not eligible for reimbursement.

## ARTICLE 17

### SERVICE RECORDS

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Board, or their designee.
- B. Upon advance notice and at reasonable times, any members of the Department may review his/her personnel file. However, this appointment for review must be made through the immediate supervisor and/or Fire Chief.
- C. Whenever a written complaint concerning an employee, or his/her actions is to be placed in his/her file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his/her file.
- D. All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from except as provided within the Disciplinary Policy. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action.
- E. Maintenance of the personnel files shall be in accordance with the Archive Laws of the State of New Jersey.
- F. **MEDICAL RECORDS**  
All employees' medical records will be segregated from all other records and secured in a locked cabinet at Fire Headquarters.



**ARTICLE 18**

**BULLETIN BOARD**

- A. The Board shall provide one (1) bulletin board for the posting of notices relating to matters and official business of all fire organizations.
- B. The bulletin board may be utilized by the Local for the purpose of posting Local announcements and other relevant information.
- C. The Fire Chief, or his designee, may have removed from the bulletin board any irrelevant material after notice to the Local.

## ARTICLE 19

### BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, leave with pay shall be granted from the day of death up to and including the day after interment, not to exceed three (3) twenty-four (24) hour tours of duty, four (4) ten (10) hour tours of duty, or five (5) eight (8) hour tours of duty.

The immediate family shall include parents, stepparents, parents-in-law, spouse, children, brothers, sisters, grandparents, brother-in-law, sister-in-law, and other relatives residing in the employee's home.

B. One day Bereavement leave will be granted to attend a viewing and/or funeral for grandparents-in-law, niece or nephew.

C. Proof of death may be required at the Board's discretion.

**ARTICLE 20**

**TRAVEL EXPENSES**

Employees shall be reimbursed at the current rate used by the Federal Government per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

## ARTICLE 21

### HOSPITALIZATION AND MEDICAL BENEFITS

- A. Medical, Prescription, and Dental benefits will be provided to employees and their families subject to negotiation and mutually agreed upon by the Local and the Board. Members will make contributions to premiums as identified in the Chapter 78 Health Benefit contribution schedule for any of the Aetna and Horizon Legacy Plans and/or the Horizon PPO 1525. Members will make contributions to premiums as identified in the CHFD Health Benefit contribution schedule for the Aetna and Horizon PPO 2030, PPO 2035, HD 4000, HD 1500, Omnia Tiered or Liberty Tiered Plans. Plans and contribution schedules will be identified in Appendix E. The current provider, New Jersey State Health Benefits Program (SHBP), makes available multiple plans from multiple carriers, offering a variety of premium options. If, and when the SHBP makes carrier and plan additions to the program, the Board and Local will meet to determine what contribution schedule they will be placed into, with any changes made to Appendix E. The Board will reimburse the employee one hundred percent (100%) for co-payments for routine gynecological exams, allergy testing/treatment, MRI's and X-Rays. Emergency Room visits will be reimbursed up to Seventy Dollars (\$70.00).
- B. For employees who change their Medical and Rx coverage from a PPO 15, PPO 1525 or HMO during an open enrollment period for the benefit coverage years of 2020 to 2023 to a PPO 2030, PPO 2035, HD 4000, HD 1500, Omnia Tiered or Liberty Tiered Plan, the Board will share a one-time premium savings with the employee equally in the year the coverage change takes effect, which will be payable the second pay period of December. Employees are not permitted to alternate between Medical & Rx

coverage yearly in order to obtain more than one (1) premium savings payment. For the duration of this Agreement, the employer will continue to offer the incentive for members opting into any less costly plan from year to year. However, if a member opts for a less costly plan and receives the incentive, then chooses a more costly plan thereafter, that member would not be eligible for another incentive if he/she opts on another occasion into a less costly plan.

- C. The Board will self-insure and reimburse the employee the One Thousand Dollar (\$1000.00) difference per individual for orthodontics between the previous Dental and the current Dental Plans subject to the fifty percent (50%) coinsurance and benefit limit requirements. The employee will submit a receipt from the treating orthodontist.
- D. All bargaining unit members and his/her spouse or widow up to age sixty-five (65) who have, or will have retired from active duty with the Board after completion of twenty-five (25) years of service to the department and twenty-five (25) years of service in the pension, shall be entitled to receive medical insurance benefits as afforded by the Board to personnel who are actively employed (SHBP Retiree Plans or Board Provided Carrier (s) Plans) provided those eligible annually certify that they have no other medical coverage. As long as Chapter 330 of the Laws of New Jersey is in effect, employees must avail themselves of coverage through the State pension system having earned a total accumulation of twenty-five (25) years from two or more agencies, one of them being the CHFD. If Chapter 330 is eliminated, the former provision agreed upon by Locals 2663, 3198 and Fire District #13 regarding twenty (20) years of service shall be applicable.

1. The maximum cost to the Board under this provision shall not exceed eighty percent (80%) of the total cost for coverage per retiree and spouse and family per year for employees with at least twenty (20) years of service as of June 28, 2011. These employees will have the twenty percent (20%) deducted from their monthly pension allowance. For employees with less than twenty (20) years of service as of June 28, 2011, the maximum cost to the Board will follow the guidelines outlined in Chapter 78 of P.L. 2011 using the health benefit contribution schedules. These employees will have deducted from their retirement allowance the standard contribution (health benefit contribution schedule) using the retirement allowance as if it were the base salary. For employees who retired between twenty (20) and twenty-five (25) years of service prior to Chapter 78; the employee has the full cost deducted from their pension allowance and the Board reimburses the employee the eighty percent (80%). Members who retire after 1/1/20 are required to contribute the premium for healthcare coverage as per the requirements of Chapter 78. However, members who have service of at least twenty (20) years with the District as of June 28, 2011, shall be required to contribute a maximum of twenty percent (20%) towards the cost of healthcare.
2. This provision shall only apply to employees in the service of the Board as of January 1, 1994 and thereafter. This is also to include employees employed by former Districts 1, 2, 3, 4, and 5 in 1993.
3. This coverage shall include medical/surgical/dental and prescription provided by the Board and in effect at this time and will include coverage for dependent

children. The Board will reimburse any member that avails themselves to the Chapter 330 Laws of the State of New Jersey the difference in the cost of Dental Premiums between that under Chapter 330 and that under Chapter 78.

4. The Memorandum of Agreement entered into between and among the parties in March 2017, regarding reimbursement of certain healthcare costs to retirees is hereby rendered null and void and shall not be a part of this agreement.

E. Line of Duty Death, Accidental Disability and Ordinary Disability

1. The Board will pay one hundred percent (100%) of premium costs for medical/surgical dental and prescription plan (as afforded by the Board to personnel who are actively employed (SHBP Plans or Board Provided Carrier (s) Plans) for the spouse and/or dependent children (through age 26) under Federal and State Law of any Fire Officer killed while in the performance of his/her duties. These payments shall continue provided:

- a. The spouse of such deceased Fire Officer does not remarry;
- b. The spouse of such deceased Fire Officer does not obtain medical insurance/benefit coverage from an employer or any other source;
- c. The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including, but not limited to Social Security Administration (SSA), Medicare or Medicaid.

2. The Board will pay one hundred percent (100%) of the premium costs for medical/surgical, dental and prescription plan coverage as afforded by the Board to personnel who are actively employed (SHBP Retiree Plans or Board Provided

Carrier Plans ) for an employee (through qualification for Medicare/Medicaid as determined by the SSA at age 65 or such age beyond 65 as SSA shall determine), spouse (through qualification for Medicare/Medicaid as determined by the SSA at age 65 or such age beyond 65 as SSA shall determine ) and/or dependent children under Federal and State Law (through age 26) of any Fire Officer who is granted an Accidental Disability Pension (66 2/3%) from the Police and Fire Pension System (PFRS), or Public Employee Retirement System (PERS). These payments shall continue provided:

- a. The Fire Officer and his/her spouse do not obtain medical/benefit insurance coverage from another employer, or any other source. A certification must be submitted annually stating that the Fire Officer and his/her spouse have no other medical coverage.
  - b. If the Fire Officer and his/her spouse are no longer married, the Board is only responsible to provide medical/benefit coverage to the Fire Officer and his/her dependent children (through age 26).
3. Pending approval of an Accidental Disability by the PFRS or PERS, the Board will continue to provide medical/benefit coverage to the Fire Officer and his/her family and will have the discretion to assign the Fire Officer to work light duty, if medically possible. If there is an appeal of the decision of PFRS or PERS not to approve an accidental disability pension, the Fire Officer can continue medical/benefit coverage by paying the Health Benefit Premium (SHBP Coverage) or COBRA (Non SHBP Coverage) during the appeal process. Should the Fire Officer prevail



in his/her appeal, the Board will reimburse the Fire Officer for the premiums paid during the appeal process.

4. Fire Officers that retire on an Ordinary Disability Pension approved by the PFRS or PERS are not eligible for medical/benefit coverage by the Board. Fire Officers can obtain medical/benefit coverage through the State of New Jersey under Chapter 33 P.L. and are responsible for any premiums as determined by the State.
- F. The Board will provide an optical program to the Employee and his or her family, at a cost of Seven Hundred and Fifty Dollars (\$750.00) per year per family or Five Hundred Dollars (\$500.00) per year per individual. The employee will submit a valid receipt to the Board for reimbursement. This program will cover all optically related expenses not presently covered by existing insurance. Retirees (not their families or spouses) are entitled to receive up to Five Hundred Dollars (\$500.00) in reimbursement. Reimbursement for all shall be for prescription eyewear only.
- G. Changes in coverage or carrier
1. The Board shall not have the right to change any term, condition and/or benefit of insurance coverage during the terms of this Agreement without first obtaining the Local's approval.
  2. The Board shall have the right to change insurance carriers so long as equal to or better benefits of coverage are provided. However, such change cannot be implemented without prior notice to and discussion with the Local.

## H. HEALTH INSURANCE WAIVER

Any employee may choose to waive the medical health care package offered by Cherry Hill Fire District #13, and thereby shall receive cash compensation in lieu of enrollment in the healthcare plan commensurate with the type of contract for which the employee would otherwise be eligible, as follows;

Single	-	\$2,000.00
Parent/Child	-	\$3,000.00
Husband/Wife-		\$3,600.00
Family	-	\$5,000.00

Such compensation shall be paid in equal quarterly installments.

If the Board determines to eliminate or reduce the health insurance waiver (quarterly payment made to an active employee for not taking health insurance provided by the Board of Fire Commissioners), the bargaining unit must be notified no later than August 1<sup>st</sup> prior to the succeeding October open-enrollment period.

## I. RETIREMENT ENTITLEMENTS

- Badge
- Helmet
- Dress Uniform
- Hospitalization/Medical/Health Insurance/Prescription Coverage
- Optical reimbursement. Retirees are eligible to receive up to Five Hundred Dollars (\$500.00). Reimbursement for the Retiree shall be for prescription eyewear only. Retirees' family and/or spouses are not eligible for reimbursement. Reimbursement for all shall be for prescription eyewear only.

## ARTICLE 22

### MILITARY LEAVE

- A. The Board and the Local agree to adhere to the provisions of the State/Federal law in this respect.
- B. Members, who serve in the National Guard or Reserves, should make timely notification with copies of their orders for military service to the Fire Chief.
- C. For employees hired after 1/1/20, drill weekends are not to be considered active duty for purposes of military leave such that employees are required to use accrued PTO during drill weekends, provided that this proposal does not violate Federal or State laws or regulations governing the same.

## ARTICLE 23

### GRANTING LEAVE REQUESTS RIGHTS

#### A. WRITTEN REQUESTS

1. All requests for personal time off by an employee will be made electronically using the ePro scheduling program. All requests will be made to an employee's immediate supervisor. If a member is requesting PTO on the first day back from the four (4) day break, the request must be submitted by 2000 hours on the last workday before the break. PTO requests for the other two (2) workdays in the three (3) day work pattern must be submitted with at least forty-six (46) hours' notice before the start of the next shift. The Battalion Chief or his designee may waive the forty-six (46) hours' notice for personal emergencies.
2. All leave with the exception of approved vacation periods will be subjected to a limit of sixty (60) days' advance notice

B. For the periods of June, July, and August 2021, 2022 and 2023 of this Agreement, there can be no more than six (6) firefighters, including Fire Officers, off on PTO (even if PTO is available at the Company level) in accordance with department leave policies, excluding vacation picks that are made in the prior year. However, if a member is unable to take PTO during this 27-day cycle and he/she is eligible for Kelly Time, that member will be permitted to continue to work at the normal overtime work rate rather than being granted Kelly Time off.

#### C. FORFEITING APPROVED LEAVE

Members are permitted to forfeit any approved leave without restriction with the exception of an approved vacation period. Forfeiting an approved vacation period is

subject to the restrictive provisions set forth in Article 15, Sections A.5 and B.5. If a member from within the assigned Company rescinds any single day PTO, another member from the same Company can assume the original PTO request within the 46-hour notice upon approval of the Company Officer and Shift Commander.

#### D. PERSONAL TIME OFF CLAUSE

All Emergency hours will be consolidated with holiday and vacation time with the label of personal time. Personal time can be used, at the employee's discretion, in its entirety during the calendar year, or on a use it, or lose it basis. The employee can carry up to fifty percent (50.0%) of personal time to the next year and by April 1<sup>st</sup> all unit members must declare the following:

1. Convert any portion, or all to sick leave; or
2. Receive payment on the hourly rate of 2904 hours for 3 – 24 hour (1 week) COPTO days for 53-hour employees. Receive payment on the hourly rate of 2080 hours for 5 – 8 hour (1 week) COPTO days for 40-hour employees. Payment to be made the second pay of October; or
3. Carry any portion, or all to September 1 – use it, or lose it.

E. Any member requesting a Personal Day Off on a day in which there is mandatory Training, may do so with the approval of the member's immediate Supervisor. The requesting member will be charged with 21 hours of personal time off with the remaining three (3) hours personal time off used during the member's make-up of the mandatory Training. If the member fails to make-up the mandatory Training, the member will be charged with the remaining three (3) hours of personal time off.

Additionally, when a member fails to make-up the mandatory monthly Training, the member will be subjected to the disciplinary code set forth in Policy Directive No. 1301.

#### F. PERSONAL TIME OFF EXCEPTION CLAUSE

Personal Time Off Exception Clause will allow employees to be granted time off even though another employee has been granted leave for the following reasons: Training, Bereavement, Injury/Illness, Military or Jury Duty/Court Appearance.

## ARTICLE 24

### COMMUNICABLE / INFECTIOUS DISEASE

- A. The Fire Chief shall maintain a separate file to be known as the "Communicable Disease File" in which members responding to fire-rescue alarms in which contact and/or working in close proximity to victims and their body fluids shall be the member's responsibility to notify the officer in charge and initial the completed C.D.F. form. If an employee is diagnosed with the AIDS/HIV, HEPATITIS, COVID-19 or any other communicable disease, this form shall validate the Board's responsibility to compensate the said employee under the terms of the Injury Leave Article.
- B. Vaccines that are available as of this date and in the future shall be offered to all employees at the Board's expense. No employee shall be expected to perform any medical assistance until such vaccines have been offered.

**ARTICLE 25**

**STATUTORY AND LEGAL RIGHTS**

A. Nothing contained herein shall be construed to deny, or restrict the District, or the employees from the exercise of its or their rights under N.J.S.A. 34:13A, N.J.S.A. Titles 40 or 40A, or any other National, State, County or Local Laws, or ordinances pertaining to the employees and district covered by this Agreement.

B. JURY DUTY

The employee will be excused from employment with no loss of pay to participate as a juror.

C. COURT APPEARANCE

Any court appearance or deposition where a member is directed to appear as a Representative or employee of the Fire Department must be paid overtime when the appearance occurs during off-duty hours.



**ARTICLE 26**

**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 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.
  
- B. The parties hereto may amend, modify, delete, expand and/or expound any provision of this Agreement at any time by mutual consent provided such changes shall be in writing and signed by both parties.

**ARTICLE 27**

**SUPERSEDING CLAUSE**

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

**ARTICLE 28**

**MAINTENANCE OF BENEFITS**

Except as this Agreement shall otherwise provide, all terms, conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Fire Officer benefit existing prior to its effective date.

## **ARTICLE 29**

### **FULLY BARGAINED PROVISIONS**

This Agreement incorporates the entire understanding of the parties in all matters, which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

## ARTICLE 30

### CLOTHING ALLOWANCE

- A. The Board of Fire Commissioners shall provide any newly appointed employee with all necessary uniforms to report for duty. As there are seasonal variations for uniform of the day, the time of the year will dictate that which is issued initially.
- B. The Board will provide and issue full protective clothing to all employees. While the Fire Chief is responsible for the specifications of all protective clothing, any such clothing must meet or exceed all current or newly adopted standards for safety and performance.
- C. The care and maintenance of all protective clothing issued shall be the responsibility of the employee. Protective clothing will be inspected periodically for any excessive signs of wear or deficiencies. Any protective clothing, which constitutes a hazard, through wear or damage, shall be reported to the supervisor via chain of command. Once reported, a replacement will be issued and the damaged article will be replaced or repaired in an expeditious manner.
- D. All station wear will meet or exceed current or newly adopted safety standards. All clothing articles, which cannot be worn because they are either a safety hazard or in poor physical condition, will be replaced in an expeditious manner.
- E. All Fire Officers shall participate in the District's Quarter Master Uniform System as described in Appendix C.
- F. Members are prohibited from wearing station wear off-duty.
- G. Refer to Clothing Allowance List - Appendix "C" Board will credit member up to Two Hundred Twenty-five Dollars (\$225.00) for boots under the "Quartermaster System".

**ARTICLE 31**

**RESOLUTIONS AND POLICIES**

The provisions of all resolutions and written directives of the Board and/or the Fire Chief promulgated since January 1, 1994 relating to terms and conditions of employees covered by this Agreement and not set forth in this Agreement shall remain in effect during this Agreement.

## ARTICLE 32

### DUES AND AGENCY SHOP

- A. The requirements regarding the Representation Fee shall be applied consistent with the U.S. Supreme Court's June, 2018 decision in Janus v. AFSCME, Council 31 and the New Jersey Workplace Democracy Enhancement Act." As such, the authorization for dues deduction, to the extent it was duly authorized in the first instance, shall remain in full force and effect during the full term of an employee's employment, unless properly withdrawn. To withdraw from a dues authorization an employee must submit a written request to withdraw from the Association to the responsible payroll clerk for the Employer within ten (10) days following each anniversary date of his/her employment. Once the Employer's payroll clerk receives the request, it will notify the Association within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of employment.
- B. A check off shall commence for such employee who signs a properly dated authorization card, supplied by the Union and verified by the Fire Commissioners, 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 Union shall furnish the board written notice thirty (30) days prior to the effective date of such change and shall furnish to the Board either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union advising of such changed deduction.
- D. The Union will provide necessary "check off authorization" forms, and the Union will secure the signatures of its members and deliver the signed forms to the Board.

E. The Union 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 Union to the Board, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.



**ARTICLE 33**

**APPENDICES AND ADDENDA**

- A. During the life of this Agreement, salary levels shall apply in accordance with the schedules attached hereto in Appendix A.
- B. All appendices hereto (addressing salary, college incentive and station uniforms/quartermaster system) and addendum agreements (executed in accordance with Section B of Article 26) shall be included in this Agreement as though such were fully set forth at length herein.

## ARTICLE 34

### INJURY LEAVE

A. 1. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year.\* In the event injury leave is granted, an employee's accumulated sick leave shall not be reduced for the period of injury leave. In the event an employee is granted said injury leave, the Board's sole obligation shall be to pay the employee the differences between his/her regular pay and any compensation, disability, or other payments received from other sources provided by the Board. At the Board's option, the employee shall either surrender or deliver his entire salary payments, or the Board the difference. Any payments above workers compensation made by the Board will be reimbursed by the employee at their retirement. The employee shall surrender any unused sick leave to satisfy the reimbursement. If the amount of sick leave does not satisfy the total debt, then the employee's unused vacation leave shall be used toward the debt. When both options of unused sick leave and/or vacation leave are exhausted, the employee shall not be responsible for the remaining balance of his or her debt.

\*After expiration of one (1) year period the employee has the option of utilizing his/her unused sick time.

2. If an employee returns to work from injury leave for less than one (1) year, he/she 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/she 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/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 Workman's Compensation carrier, with the final determination, if necessary, to be made by the Workman's Compensation Board or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against his or her accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough time off, he/she shall be advanced sick time to cover the absence. 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 the Officer in Charge, prior to the end of the employee's shift, or if that is not possible, as soon thereafter as possible.
  - D. It is understood that the employee must file an injury report with the Fire Chief or Officer in Charge 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. If the employee does not accept the certificate of the physician designated by the insurance carrier, the employee shall have the right, at his/her own cost, to obtain a physical examination and certification of fitness by his/her own physician.
- H. In the event the Board appointed physician certifies the employee is fit to return to duty, injury leave benefits granted under this Article shall be terminated unless the employee disputes the determination of the Board appointed physician. Then, the Board and the employee shall mutually agree upon a third physician, who shall then 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 is fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- I. If the employee's physician disputes the determination of the insurance carrier's physician, injury leave benefits shall continue and the procedures outlined in Section G above shall be utilized to resolve the dispute through a mutually agreed upon third physician.

J. If the Board can prove an employee has abused his/her privileges under this Article, the employee will be subject to disciplinary action by the Board. If the employee is found to be in violation of this Article, he shall be subject to disciplinary action by the Board.

**ARTICLE 35**

**RETROACTIVE PAY**

It is understood and agreed by all parties to this Agreement that provisions in regard to salary and pay scales referred to in Article 8 of this Agreement will be retroactive to January 1, 2020.

## ARTICLE 36

### PROMOTIONS

- A. When the Board determines to create a promotional position(s), a notice will be posted, with a copy provided to the Local, advising of the nature of the position and the qualifications required therefore.
- B. All promotional appointments shall be made in accordance with N.J.S.A. 40A - Fire District Statutes.
- C. Due notice will be given regarding all promotional examinations (ninety [90] days). In addition, the following will be made available:
- Title of the position
  - Qualifications
  - Form of Testing
  - Ranking Criteria
- D. Newly promoted Officers will relinquish conflicting PTO and Vacation Time within new assignments with the exception of pre-arranged travel.
- E. The Board will maintain a Policy Directive outlining the testing procedures.

**ARTICLE 37**

**EMS WORK AND EMT**

- A. The primary job function of employees currently employed in Cherry Hill Fire District #13 as of January 1, 1994 will be fire suppression and fire prevention.
- B. Employees who maintain Emergency Medical Technician (EMT) certification will be compensated for a total of Three Hundred and Seventy-five Dollars (\$375.00) annually. This compensation shall be payable the first pay period in December.
- C. Recertification expenses shall be paid by the Fire District. The District shall make every attempt to provide departmental training for recertification purposes while on-duty; however, it is the responsibility of the member to ensure they recertify as an EMT.
- D. In the future, if it is discovered that engaging in EMT work precludes the Fire Officers from binding interest arbitration, the EMT work shall cease.
- E. In the future, if it is discovered that engaging in EMT work precludes the Fire Officers from participation in the Police & Fireman's pension system, the EMT work shall cease.
- F. The Board will reimburse the cost of the registration for EMT Refresher/Core training in the event the Board no longer provides this yearly training.



**ARTICLE 38**

**ACTING OUT OF TITLE**

- A. The Fire District agrees to maintain, whenever possible, a Company Officer for every piece of apparatus staffed by members of this bargaining unit. Where companies have no officer assigned, or absent from duty (i.e. vacation, personal, holiday, illness or training) the Fire District will assign members of either bargaining unit to act as Company Officers. These members will be qualified firefighters and shall do so on a rotating basis. The parties agree to consult regarding the establishment of a new procedure for determining acting and promotional eligibility.
- B. In the event that a Fire Officer is to act in such a higher capacity as aforesaid, he/she is to receive pay commensurate with the next higher rank, beginning with the first day and thereafter.

**ARTICLE 39**

**PHYSICAL FITNESS PERIOD**

- A. The Board shall permit their employees to engage in a physical fitness period for a period of sixty (60) minutes for each twenty-four (24) hour tour of duty.
- B. The Board shall permit their employees to engage in a physical fitness period for a period of sixty (60) minutes for each eight (8) or ten (10) hour tour of duty.
- C. The employees shall be permitted to utilize the Gym equipment in any facility designated by the Fire Chief conferring with this Union.

**ARTICLE 40**  
**DRUG AND ALCOHOL POLICY**

A. EDUCATION

The Cherry Hill Fire District #13 shall implement and continue to use an educational program, which addresses all current substance abuse related issues. This educational program shall be scheduled at sufficient intervals to ensure that not only are the goals of the negotiated policy met, but that all Union members are familiar with the issues, problems and current trends of thought concerning contemporary substance abuse.

B. STANDARD FOR TESTING

The Fire Chief or his designee based upon individualized and articulated suspicion may require that a member submit to substance screening by urinalysis, which shall be administered by a competent testing laboratory. Such testing laboratory is to be a member of the National Institute for Drug Abuse. "Individualized and articulated suspicion" is a belief based upon objective and identifiable facts sufficient to lead a prudent member to suspect that an employee is using, in possession or control of, or is under the influence of drugs or alcohol while on-duty; and such conclusion cannot be imputed to any employee merely because of his/her association with another employee who is believed to be in use, possession or control of, or under the influence of drugs or alcohol while on-duty. Examples include, but are not limited to the following:

1. Direct observation of drug/alcohol use while on-duty.
2. Member found to be in possession of alcohol/drugs while on-duty;

3. Spontaneously unusual, abnormal, erratic, or unacceptable behavior, or behavior which otherwise indicates that the member is under the influence of an intoxicating substance (e.g., the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination, or other indications of intoxication or substance abuse);
  4. Documented pattern of unusual, erratic or unacceptable behavior;
  5. A major on-duty accident with or without injuries; and
  6. Reporting for work unfit for duty.

### C. RANDOM DRUG TESTING

The Cherry Hill Fire District #13 shall not administer random drug and/or alcohol testing, which term is defined as compulsory testing prompted for reasons other than individualized and articulated suspicion discussed above, except in the following instances:

1. A drug/alcohol test shall be conducted as a component of pre-employment physical. The presence of illegal drugs shall constitute a basis for the applicant to be bypassed.
2. Probationary firefighters, defined as not having a full year of seniority, shall be subject to testing at any time during their probationary period. A confirmed positive test result may be grounds for termination.
3. Applicants seeking reinstatement to the Department, after resignation or termination, shall be subject to testing as a condition of re-employment.
4. Permanent Fire Officer on leave of absence for thirty (30) days or more may be tested upon his/her return to duty. This provision excludes those members

whose placement on leave of absence was prompted by illness or injury not otherwise associated to alcohol and/or drug abuse.

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

#### D. MASS DRUG TESTING

The Cherry Hill Fire District #13 shall not administer mass drug and/or alcohol testing, which term is defined as compulsory testing of all Department members, or all members within an identified job classification/title/rank, without affording the Union thirty (30) days advance notice which shall be in writing effective the date received by the Union. Such testing must be administered in context with comprehensive physical examinations given to all Department members. Mass testing for drug and/or alcohol abuse alone shall not be permitted.

1. Members promoted to the next higher rank will submit and pass a drug screen prior to being promoted.

#### E. PROCEDURE

1. GENERAL PROVISIONS: It is the responsibility of all Department officers to see that all members under their direct command are fit for duty. If at any time they develop an individualized and articulated suspicion that someone in their command is under the influence of drugs and/or alcohol, he/she shall:
  - a. Temporarily relieve (with pay) the suspected individual of all duties pending the outcome of further investigation.

- b. Immediately contact the next higher rank and inform him/her of his/her actions and suspicions. That rank shall respond to the location of the suspected individual and begin her/her own evaluation.
- c. If at the end of the second evaluation it is determined that an individualized and articulated suspicion exists, or if either officer is not in agreement with the other, the Assistant Chief shall be notified and he shall continue the investigation. If the suspected individual is an officer and the Battalion and Assistant Chiefs cannot agree, the Fire Chief shall make a determination. In any case, two (2) chief Officers must agree that an individualized and articulated suspicion exists in order for a member to be tested.
- d. The Fire Chief or his designee, in his absence, shall be notified prior to any testing of the suspected individual. If he cannot be reached, the authority rests with the Assistant Fire Chief.
- e. After all steps outlined above have been satisfied, the suspected individual shall be transported to the Medical Facility as designated by the Fire District for testing.
- f. That member shall be relieved from duty (with pay) for the remainder of the workday. He/she shall call someone to come pick him/her up at the conclusion of the test.
- g. If member tests positive, he shall not be paid for the workday.
- h. All officers involved in the decision making process aforesaid, whether they concurred or dissented from the conclusion that an individual exhibited

individualized and articulated suspicion warranting drug and/or alcohol testing shall write the specific facts, observed symptoms, and/or other bases which prompted their respective conclusions.

- i. If the results of the test are negative, no record of this incident shall be made a part of the member's file or used as evidence of a prior incident, if that member's tests positive at a later date. The same applies if two (2) chief Officers cannot agree that an individualized and articulated suspicion exists and no test is given.

2. EMPLOYEE ASSISTANCE PROGRAM: The Department, working in cooperation with the Union, shall maintain an Employee Assistance Program (hereinafter "E.A.P.") which is for the benefit of all members. Voluntary participation, which is participation because a member believes he/she may benefit by attending programs of the E.A.P., is confidential and is at the option of the member. The Assistant Fire Chief shall act as a liaison for the Department personnel in conjunction with the E.A.P.
3. POSITIVE TEST RESULTS: The following defines the procedure and consequences to be followed by the Fire District when articulated suspicion is concluded warranting drug and/or alcohol testing.

- a. Testing Procedure at the Medical Facility as designated by the Fire District. The member, having met the conditions of individualized and articulated suspicion, shall be transported to the Medical Facility designated by the Fire District for testing. There, someone from the medical staff shall direct the employee in providing a urine sample, and

this staff representative shall be responsible for ensuring chain of custody involving the provided sample. A member may, and should, ask that a second sample is given and stored in case he/she wishes to appeal the finding of the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. If such test is positive, a confirmation test shall be performed to identify the exact test results. The member may, at his/her own expense, request the second sample be sent to an independent laboratory for testing. The results of that test shall be his/her basis for appealing the results of the first test. The member shall have complete and sole discretion as to the selection of the second/independent laboratory provided, however, same is a member of the National Institute for Drug Abuse. The results of the member's second/independent test shall be provided to both the member and the Department. No unconfirmed positive tests, or records pertaining to same, shall be released or retained by the laboratory.

- b. Consequences of Positive Test Results. Should the test results prove positive, and the member has never attended (either on a voluntary or involuntary basis) an in-patient drug rehabilitation program, the member shall be afforded opportunity to enroll in a Department approved program. Should the member successfully complete the in-patient rehabilitative program offered, he/she shall be returned to full duty and regular assignment. The member shall, however, be referred to the E.A.P. coordinator for a period not exceeding one (1) year, and comply



with such directives as may reasonably be prescribed by the E.A.P. coordinator. During this one (1) year period following release from the in-patient rehabilitation program, the member shall be subject to periodic and unannounced testing. If, after successfully completing an in-patient rehabilitative program, the member again tests positive for drugs/alcohol, he/she shall be deemed as being beyond rehabilitation posing a threat to the health and safety of other Department members. The Union recognizes that, consistent with judicial and administrative decision, the individual may be terminated from service with the Department by the Fire District.

4. REHABILITATIVE ABSENCE: Members of the Department who will benefit from treatment on an in-patient basis in a rehabilitative substance abuse program shall be entitled to be carried as sick without loss of pay for a maximum of thirty (30) days, provided the member agrees' to and signs the substance abuse agreement, a copy of which is annexed hereto as Attachment "A" and provided he has thirty (30) days sick time.
5. ALCOHOL TESTING: A breathalyzer or similar testing equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the New Jersey State Police. An initial positive alcohol level shall be .08 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's

file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. The same sampling procedures as utilized in motor vehicle testing shall be followed. A positive blood alcohol level shall be .08 grams per 100 ml of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

6. DRUG TESTING: The laboratory shall test for only the substances and within the limits for the initial and confirmation tests as provided within standards established by the National Institute of Drug Abuse. The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cut-off level shall be used when screening specimens to determine whether they are negative for these five (5) drugs or classes of drugs:

Marijuana Metabolites	50 mg/ml
Cocaine Metabolites	300 mg/ml
Opiate Metabolites	2000 mg/ml <sup>1</sup>
Phencyclidine	25 mg/ml
Amphetamines	1000 mg/ml

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

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

Marijuana Metabolites <sup>2</sup>	15 mg/ml
Cocaine Metabolites <sup>3</sup>	300 mg/ml
Opiate	
Morphine	300 mg/ml
Codeine	300 mg/ml
Phencyclidine	25 mg/ml
Amphetamine	500 mg/ml
Methamphetamine	500 mg/ml

If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

7. TESTING PROGRAM COSTS: The Fire District shall pay for all costs involving drug and alcohol testing. The Fire District shall also reimburse each employee for their time and expenses, including travel incurred involved in the testing procedure.

The Department will provide transportation to and from the testing procedure.

8. EFFECTIVE DATE AND APPLICATION OF AGREEMENT. The procedures and understandings incorporated within the contractual Agreement shall become effective immediately upon acceptance by the Fire District and Union as memorialized by the parties affixing their signatures.

- a. Past Records of Drug Involvement and/or Alcohol Abuse: With the exception of those employees who already have signed "Last Chance Agreements", no involvement with drug rehabilitation clinics or positive testing results occurring prior to the effective date of this contractual

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

<sup>3</sup> Benzoyl ecgonine.

Agreement shall be referenced by the Fire District in proceedings after the ratification of this Agreement, it being the intent of the parties to provide all employees with clear records. This contractual provision shall not apply, however, to signatories of "Last Chance Agreements" who remain bound by the terms of such past disciplinary disposition.

- b. Additional Provision: The Fire District shall not implement any procedures, other than referenced herein, involving alcohol and/or drug testing, or the consequences thereof, except with the negotiated agreement of the Union. Any Department rules/regulations implemented in accordance with this contractual Agreement shall be submitted to the Union for collaboration and approval prior to enforcement.
- c. Effect of Agreement: This contractual Agreement supersedes all past practices and contractual agreements developed between the Fire District and Union involving alcohol and/or drug testing.
- d. Right of Appeal: The employee has the right to challenge the results of the drug and/or alcohol tests, and any discipline imposed, in the same manner that any other employee action under the terms of the Agreement is appealable.
- e. Union Held Harmless: The contractual Agreement was initiated at the request of the Fire District. The Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of

this contractual Agreement relating to drug and alcohol testing. The Union shall be held harmless of the violation of any workers rights arising from the administration of the drug and alcohol-testing program.

- f. Changes in Testing Procedures: The parties recognize that during the life of this contractual Agreement, there may be improvements in the technology of testing procedures, which will provide for more accurate testing. In that event, the parties will bargain, in good faith, whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as outlined in the Grievance Procedure of the Agreement.
- g. Conflict With Other Laws: This contractual Agreement is in no way intended to supersede, or waive any constitutional, or statutory rights that the employee may be entitled to as developed and/or recognized by Federal Courts, State Courts or administrative agencies.

## **ARTICLE 41**

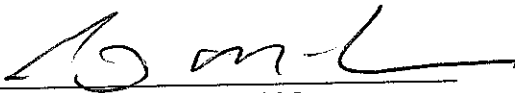
### **DURATION, TERM AND RENEWAL**

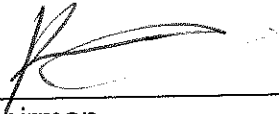
- A. This Agreement shall be effective January 1, 2020 and shall remain in full force and effect through December 31, 2023 at 11:59 P.M. It shall automatically renew from year-to-year thereafter, unless either party shall notify the other, in writing, before one hundred fifty (150) calendar days prior to the termination date that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations.
- B. This Agreement and any supplemental Addendums hereto, which shall be in writing and signed by both parties, shall be binding upon the parties hereto, their successors, administrators, executors and/or assigns.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first set forth above.

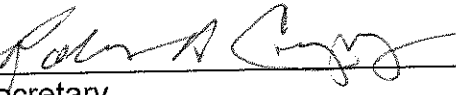
I.A.F.F. LOCAL 23198  
AFL - CIO / CLC

BOARD OF FIRE COMMISSIONERS  
FIRE DISTRICT #13

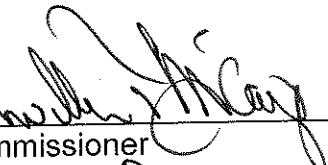
BY:   
\_\_\_\_\_  
President, Local 3198

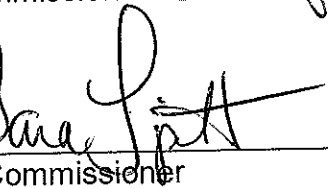
BY:   
\_\_\_\_\_  
Chairman

BY:   
\_\_\_\_\_  
Negotiator Local 3198

BY:   
\_\_\_\_\_  
Secretary

BY:   
\_\_\_\_\_  
Treasurer of the Board

BY:   
\_\_\_\_\_  
Commissioner

BY:   
\_\_\_\_\_  
Commissioner

**APPENDIX A**

<b>Fire Officers Hired Before 1/1/2020</b>				
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Lieutenant	118,266.74	120,632.07	123,044.72	125,505.61
Captain	128,911.85	131,490.09	134,119.89	136,802.29
Battalion Chief	140,510.12	143,320.32	146,186.73	149,110.46

<b>Fire Officers Hired After 1/1/2020</b>				
	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Lieutenant	\$109,395.47	\$111,583.38	\$113,815.05	\$ 116,091.35
Captain	\$118,947.11	\$121,326.05	\$123,752.57	\$ 126,227.62
Battalion Chief	\$129,262.87	\$131,848.13	\$134,485.09	\$ 137,174.79



## APPENDIX B

### STATION UNIFORM & QUARTERMASTER SYSTEM

1. The "Quartermaster System" shall be an in-house program. This system will maintain clothing inventories in such a manner that all clothing issued will be standard in appearance and comply with current laws and regulations. Items which cannot be effectively maintained in inventory, will be available on an as need basis from a reputable dealer furnishing such item(s) in a reasonably and timely manner.
2. The Fire Chief or his designate shall define the positions of the employees' covered under this Agreement as either Staff or Operations. Responsibility of maintaining this system shall be with the Fire Chief or his/her designee.

### **UNIFORM ISSUE:**

#### **Suppression**

Five (5) pair of pants  
Five (5) 100% cotton T-Shirts  
Two (2) long sleeve dress shirts  
Two (2) short sleeve dress shirts  
One (1) station jacket  
Two (2) station(job) sweatshirts  
One (1) basket weave belt  
One (1) pair of work shoes steel toe  
One (1) pair of Class A Uniform Shoes  
One (1) pair of boots steel toe  
One (1) glove pouch  
One (1) dress tie  
Badges & Nameplate  
ID card  
Wallet case for badge (initial issue)  
Dress uniform (phased in over contract)

#### **Administration**

Five (5) pair of pants  
Five (5) 100% cotton T-Shirts  
Five (5) dress shirts(optional on long or short sleeve)  
One (1) station jacket  
Two (2) station(job) shirts  
One (1) basket weave belt  
One (1) pair of work shoes  
Class A Uniform Shoe  
One (1) pair of boots  
One (1) glove pouch  
One (1) dress tie  
Badges & Nameplate  
ID card  
Wallet case for badge (initial issue)  
Dress uniform (phased in over contract)

**APPENDIX C**

**COLLEGE INCENTIVE PROGRAM**

Administration will maintain a current list of employees qualified for the College Incentive Program and provide to the Local each year.

**APPENDIX D**  
**ACCUMULATED LEAVE BALANCES**

All accumulated leave balances for the years prior to consolidation, specifically 1993 and before, will remain in effect for each employee's tenure. An employee can utilize this leave at their discretion and in accordance with Article 23, Sections A and B. Leave is also granted dependent upon the manpower needs of the District. The District will not be responsible for any monetary compensation with respect to these leave balances.

**APPENDIX E**

**Chapter 78 HB Contributions**  
PPO: 15, 1525, HMO

**Family Schedule**

Salary Range	Percentage
40,000 - 44,999.99	7%
45,000 - 49,999.99	9%
50,000 - 54,999.99	12%
55,000 - 59,999.99	14%
60,000 - 64,999.99	17%
65,000 - 69,999.99	19%
70,000 - 74,999.99	22%
75,000 - 79,999.99	23%
80,000 - 84,999.99	24%
85,000 - 89,999.99	26%
90,000 - 94,999.99	28%
95,000 - 99,999.99	29%
100,000 - 109,999.99	32%
110,000 and over	35%

**Chapter 78 HB Contributions**  
PPO: 15, 1525, HMO

**Husband Wife Schedule**

Salary Range	Percentage
40,000 to 44,999.99	8%
45,000 to 49,999.99	10%
50,000 to 54,999.99	15%
55,000 to 59,999.99	17%
60,000 to 64,999.99	21%
65,000 to 69,999.99	23%
70,000 to 74,999.99	26%
75,000 to 79,999.99	27%
80,000 to 84,999.99	28%
85,000 to 99,999.99	30%
100,000.00 and over	35%

**CHFD HB Contribution**  
PPO: 2030, 2035, HD 4000, HD1500  
Omnia, Liberty

**Family Schedule**

Salary	Percentage
40,000 to 49,999.99	8%
50,000 to 69,999.99	15%
70,000 to 84,999.99	23%
85,000 to 99,999.99	27%
100,000 and over	30%

**CHFD HB Contribution**  
PPO: 2030, 2035, HD 4000, HD1500  
Omnia, Liberty

**Husband Wife Schedule**

Salary Range	Percentage
40,000 to 49,999.99	9%
50,000 to 69,999.99	20%
70,000 to 84,999.99	26%
85,000 to 99,999.99	29%
100,000 and over	32%

**APPENDIX E**

**Chapter 78**

**Chapter 78 HB Contributions**  
PPO: 15, 1525, HMO

**Parent Child Schedule**

Salary Range	Percentage
40,000 to 44,999.99	8%
45,000 to 49,999.99	10%
50,000 to 54,999.99	15%
55,000 to 59,999.99	17%
60,000 to 64,999.99	21%
65,000 to 69,999.99	23%
70,000 to 74,999.99	26%
75,000 to 79,999.99	27%
80,000 to 84,999.99	28%
85,000 to 99,999.99	30%
100,000 and over	35%

**Chapter 78 HB Contributions**  
PPO: 15, 1525, HMO

**Single Schedule**

Column1	Column2
40,000 to 44,999.99	12%
45,000 to 49,999.99	14%
50,000 to 54,999.99	20%
55,000 to 59,999.99	23%
60,000 to 64,999.99	27%
65,000 to 69,999.99	29%
70,000 to 74,999.99	32%
75,000 to 79,999.99	33%
80,000 to 94,999.99	34%
95,000 and over	35%

**CHFD HB Contribution**  
PPO: 2030, 2035, HD 4000, HD1500  
Omnia, Liberty

**Parent Child Schedule**

Salary Range	Percentage
40,000 to 49,999.99	9%
50,000 to 69,999.99	20%
70,000 to 84,999.99	26%
85,000 to 99,999.99	29%
100,000 and over	32%

**CHFD HB Contribution**  
PPO: 2030, 2035, HD 4000, HD1500  
Omnia, Liberty

**Single Schedule**

Salary Range	Percentage
40,000 to 49,999.99	13%
50,000 to 69,999.99	25%
70,000 to 94,999.99	30%
95,000 and over	32%

## SHBP Healthcare Plans for 2020 – 2023:

The following plans are eligible for employee selection for year 2020

### **Horizon Plans**

1. NJ DIRECT 15
2. NJ DIRECT 1525
3. NJ DIRECT 2030
4. NJ DIRECT 2035
5. OMNIA Health
6. NJ DIRECT HD4000
7. NJ DIRECT HD1500
8. Horizon HMO