



Agreement between
The Township of Bordentown
Burlington County, New Jersey
and
The Burlington County Professional
Firefighters Association of Firefighters
Local 3091
A.F.L.-C.I.O.-C.L.C.
Bordentown Emergency Medical Technicians
Effective January 1, 2022 - December 31, 2023





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Preamble

This Agreement made the 11th day of April, in the year 2022 between the Township of Bordentown, in the County of Burlington, New Jersey, a municipal body of the State of New Jersey, -hereinafter referred to as the "Township", "Management", party of the first part,

AND

The Burlington County Professional Firefighters Association, IAFF Local 3091, hereinafter referred to as the "IAFF", "Association", "Local" or "Union", party of the second part.

Witnesseth,

Whereas, the District and the IAFF agree that the duration of this Agreement shall be for a period of two (2) years commencing January 1, 2022 and ending December 31, 2023. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2023) as set forth herein until the parties have mutually agreed upon a new Agreement.

Purpose

This agreement is entered into between the Township and the Association, to promote and ensure harmonious relations, cooperation, and understanding between the Township and its Association represented employees, to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and executed in the best interests of the residents of the Township of Bordentown and its employees.

Article 1
Recognition

- A. The Township recognizes the Association as the exclusive collective negotiations' agent for all Full-Time and Part-Time Emergency Medical Technicians employed by the Township, excluding "casual employees" as defined in the Workplace Democracy Enhancement Act.

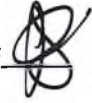
- B. Unless otherwise indicated, the terms "Emergency Medical Technician", "EMT," "employee" or "employees," when used in this agreement, refer to persons, male or female, represented by the Association in the above-defined negotiating unit.

- C. The Township shall advise the IAFF in writing when it creates a new position or title in the Townships Emergency Medical Services Division. The parties may agree to add a newly created title to the bargaining unit covered by this Agreement or, if the parties fail to reach Agreement on the newly created position or title, the matter shall be submitted to the Public Employment Relation Commission ("PERC") for resolution.

Article 2
Non-Discrimination

- A. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership in the Association.

- B. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, national origin, ancestry, age, marital status, religion, pregnancy, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability, liability for service in the Armed Forces of the United States, or any other characteristic protected by law.



Article 3
Association Rights and Responsibilities

- A. Up to **one** official representative of the Association will be granted administrative leave with pay to attend the annual conventions of the Professional Firefighters Association of New Jersey, the International Association of Fire Fighters, and the AFL-CIO. The leave will be for a period inclusive of the duration of the convention with reasonable time permitted for travel to and from the convention. Whenever possible, the Association will give management at least thirty (30) days' notice of the need for leave.

- B. Authorized Association representatives shall be excused without loss of pay from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement for this unit. Upon the request of the Association President, such representatives shall be reasonably excused without loss of pay to participate in other meetings related to collective bargaining. Such representatives shall attend negotiations and other meeting sessions, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

- C. If a Delegate to the PFANJ is elected from this bargaining unit, the Delegate shall receive administrative leave without loss of pay to attend monthly meetings.

- D. Copies of disciplinary charges or other notices relating to disciplinary actions shall be furnished to the Association. Copies of all disciplinary charges or notices relating to disciplinary action against any member or non-member shall be furnished to the President or Shop Steward of the Association within **forty-eight (48)** hours of the presentation of charges.

- E. The Association will be responsible for acquainting its members with the provisions of this Agreement and shall be responsible as far as possible for the adherence to the terms of this Agreement by such members.

- F. Whenever an employee is to be questioned and is being considered a target for possible disciplinary action, he or she shall have the right to request a representative of the Association be present at all stages of questioning, consistent with his or her Weingarten Rights as provided by law.

- G. Authorized representatives of the Association shall be permitted to visit any facility within the Township for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Supervisor or other such individual(s) designated by the Township in writing to perform such task, on condition that such prior approval shall not be unreasonably

withheld. The Association representative shall not interfere with the normal conduct of work within the facility.

- H. In addition to the foregoing, union representatives shall receive relief from duty with full pay for the purpose of attending to contract administration, grievance processing, or other union business on an as-needed basis. The member requesting relief must make an application to the Supervisor or his designee as soon as reasonably possible. Such requests shall not be unreasonably denied.
- I. The Township shall provide and maintain shower and restroom facilities that are in good repair and provide sanitary conditions to the employees. These facilities must always be available to any EMT who may be exposed to unhygienic conditions in the course of performing the duties of employment. Personal care items will not be provided by the Township.
- J. A personal locker shall be provided for each employee at the employee's workstation. The employee will be responsible for providing a lock, which will not be forcibly removed except in cases required by law or necessary for control of health and safety issues.
- K. The Association shall have sole use of a mutually agreed upon designated Association bulletin board or portion of a bulletin board for the sole purpose of posting notices relating only to matters of official business of all emergency organizations and other employee related matters. Only material authorized by the signatures of the Association Representative, President, or Shop Steward, and **EMS Supervisor** shall be permitted to be posted on said board. The board should be of a locking type, with Shop Steward being the keyholder.
- L. The Association will have access to an intra-office email account supplied by the Township for the purposes of disseminating information to the employees and the Township.
- M. This Agreement and any future Agreement shall be sent **electronically** to each employee covered by it, by the Township within fifteen (15) calendar days of execution at no cost to the employee. This Agreement will be prepared by the Association and the Township and distributed by the Township.

Article 4
Management Rights and Responsibilities

- A. The Township retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law and Constitution of the State of New Jersey and the United States, including but not limiting, the generality of the foregoing, the following rights:
1. To executive management and administrative control of the Township and its properties and facilities and the activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to determine the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees.
 4. To hire all employees, to promote, transfer, assign, or retain employees in positions with the Township.
 5. When the Township determines to create a promotional position, or transfer a position, a notice will be posted in the station, with a copy provided to the Association, advising of the nature of the position and the qualifications required.
 6. All promotions will be made in accordance with Civil Service Commission regulations.
 7. To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to the law, and subject to the grievance procedures.
 8. To lay off employees in the event of lack of work or funds or other conditions where continuation of such work would be inefficient and non-productive, so long as such lack of work or funds is bona fide.

- B. Pursuant to the laws of the State of New Jersey and the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Article 5
Maintenance of Operations

- A. It is recognized that the need for continued and uninterrupted operation of the Township'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 Association nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, sick out, walk out, or other illegal job action against the Township.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activities aforementioned, or support any action by any other employee or group of employees of the Township.
- D. The Supervisor and all recognized officers shall exercise their supervisory duties faithfully, irrespective of the fact that the employees are covered by this Agreement, and they shall be objective in their dealings with all personnel subordinate to them, irrespective of their affiliation with the Association.

Article 6
Grievance Procedure

- A. 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.
- B. 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.
- C. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees their rights to pursue any other statutory or legal remedies in lieu of resorting to the grievance procedure.
- D. The term “grievance” as used herein means any controversy arising over the interpretation, application, or alleged violation of policies, procedures, contractual agreements, and administrative decisions affecting the terms and conditions of employment and shall be raised by the Association on behalf of an individual or group of individuals in writing.
- E. Steps of the Grievance Procedure:
 - 1. Prior to filing any grievance, an earnest effort should be made to resolve the controversy. An authorized representative of the Association and any affected employee(s) should meet with the Supervisor, or if the issue involves the Supervisor then with the Township Administrator, to review the matter and explore a mutually fair and equitable resolution.
 - 2. 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:
 - a. **Step 1** – An aggrieved employee or employees shall institute action under the provisions of the grievance procedure within **fourteen (14)** calendar days of the occurrence of the event giving rise to the grievance. Action is instituted by filing a grievance with the Association Grievance Committee. Failure to act within said **fourteen (14)** calendar days shall be deemed to constitute an abandonment of the grievance.

Within **fourteen (14)** calendar days after the grievance has been filed and before an effort is made to settle the matter, the Association Grievance Committee shall screen and study the grievance to determine whether it has or lacks merit. Such processing of grievances shall take place without discrimination and irrespective of membership

or affiliation with the Association. Upon finding of merit, the Association Grievance Committee shall present written confirmation of such determination to the Supervisor. The Supervisor shall respond and render a decision concerning the grievance within **fourteen (14)** calendar days. If the grievance has not been resolved within **fourteen (14)** calendar days of the submission to the Supervisor, then the grievance may proceed to Step 2. If the grievance is directed at the Supervisor, it immediately proceeds to Step 2.

- b. **Step 2** – In the event the grievance has not been resolved in Step 1, or the grievance is directed at the Supervisor, the grievance will be submitted to the Township Administrator by the Association Grievance Committee. The Township Administrator shall respond and render a decision concerning the grievance within **fourteen (14)** calendar days. If the grievance has not been resolved within **fourteen (14)** calendar days of the submission to the Township Administrator, the grievance may proceed to Step 3.
- c. **Step 3** – In the event the grievance has not been resolved in Step 1 or Step 2, the Association may, within twenty-one (21) calendar days of the Township Administrator's decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).
 1. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
 2. The costs for the arbitrator shall be borne equally by the Association and the Township. All other expenses incurred, included but not limited to the presentation of witnesses, attorney fees, and any other expenses shall be paid by the party who incurs same.

3. The arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) calendar days after the close of the arbitrator hearing unless agreed to otherwise by the parties.
 - d. A failure to respond at any step within the allotted time limits shall be deemed a negative response, and the grievant may proceed to the next step. However, only the Association will have the right to proceed to binding arbitration.
 - e. Group grievances, which shall be defined as those directly affecting more than one member of the Local shall be submitted by the Association and the Association only at Step 2.
 - f. Time limits may be extended, at any step of this grievance procedure, by the Association and the Township in the form of a written mutual agreement.

Article 7
Dues & Deductions

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended. The Township shall remit these deductions to the Treasurer of the Association no later than the 15th of the month succeeding the collection.
- B. A check-off shall commence for each employee that signs a properly dated authorization card, supplied by the Association and verified by the Township Administrator during the month following the filing of such card with the Township.
- C. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish the Township either new authorizations from its members showing the authorized deductions of each employee or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.
- D. The Association will provide the necessary check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.
- E. An employee may only revoke authorization by providing written notice during the ten (10) days following each anniversary date of their employment.

Article 8
Employee Rights and Privileges

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

Article 9
Hours and Overtime

- A. The normal work week for Full-Time Emergency Medical Technicians will be forty (40) hours weekly for a total of eighty (80) hours in a fourteen (14) day period. The work week shall be defined as 0700 hours, Saturday, through 0659 hours, the following Saturday. There will be two work weeks in a pay period. The scheduled hours of work may vary from time to time to meet the needs of the Township, with notification to the employee(s) as provided for herein.
- a. **Shift 1 – Sunday thru Thursday 11pm to 7 am**
 - b. **Shift 2 – Monday thru Friday 7am – 3pm**
 - c. **Shift 3 – Monday thru Friday 3pm to 11 pm**
- B. The normal work week for Part-Time Emergency Medical Technicians varies as needed on a weekly basis. Part Time employees will be utilized to initially fill open shifts not regularly covered by Full Time employees. If a regularly covered shift cannot be filled voluntarily with a full-time employee, the shift will be offered to part time employees prior to utilizing mandatory coverage.
- C. Meal and rest breaks shall not be included within each tour of duty. Meals and rest breaks may be taken as time permits, with the understanding that employees shall remain available for immediate response during any meal and/or rest break. No pay shall be taken from an employee's shift times for meals or breaks.
- D. Except in emergencies, all affected employees must be given written notification thirty (30) calendar days in advance of change of employee work schedule or **rotation**. Such notification shall contain the new schedule or assignment as well as the expected duration, whether it be temporary or permanent. Schedules will be evaluated on a quarterly basis and employees given the opportunity to rotate between daytime, evening, and overtime schedules as agreed upon by the Supervisor and employee(s) involved.
- E. Overtime will be paid for any additional time worked beyond forty (40) hours in a work week, in accordance with the Fair Labor Standards Act requirements for public agencies. Approved time off taken and charged against an employee's vacation or personal time will be counted as time worked. Sick leave taken will not be counted against the employee for purposes of overtime computation.

- F. When an employee is called back for duty, they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of three (3) hours at their overtime rate, as long as the recall is not contiguous with a regularly scheduled shift.
- G. Full-time employees shall have the right of first refusal with regards to any overtime situation created during regularly covered shifts by Full Time employees through the use of bereavement leave, sick leave, vacation leave, injury leave or any other cause for overtime sanctioned by the Township.
- H. Overtime work shall be classified as either “hold over”, that is, an assignment that immediately follows the employee’s regular work shift, or “call back,” that is, an assignment that does not immediately follow the employee’s regular work shift. The overtime list for “hold over” assignments shall consist of those employees assigned to the regular work shift which ends immediately prior to the overtime assignment. The overtime list for “call back” assignments shall consist of all qualified employees off duty at the time when the overtime work will be required.
- I. Hold over overtime shall first be offered on a voluntary basis to the appropriately qualified employees on the ending shift on a seniority rotating basis, that is, it will be first offered to the most senior qualified employee. Overtime will be filled per yearly rotation spreadsheet.
- J. Call back overtime shall be offered to all qualified off duty employees on a rotational basis.
- K. When there are not enough employees willing to voluntarily work overtime, the Supervisor will have the right to assign overtime on an involuntary basis in inverse order of seniority, that is, beginning with the most junior qualified employee on the applicable overtime list. After the first distribution of involuntary overtime, the rotation shall begin with the next most junior qualified employee on the applicable list after the one who was involuntarily assigned most recently
- L. Management shall establish a record keeping system on overtime assignments which shall be accessible to the Shop Steward or an authorized representative of the Association for review.
- M. If a State of Emergency is declared at the Federal, State, County, Local, or other level, and the State of Emergency directly affects the normal operations of the EMS Department for a period longer than twenty-four (24) consecutive hours, all employees shall be compensated for all hours worked at the rate of double their regular base hourly rate, until the State of Emergency is declared over, or it no longer affects the operations of the Department.

- N. The decision of whether a State of Emergency directly affects the normal operations of the Department shall be made by the EMS Supervisor and the Township Administrator.

- O. In the event of special weather conditions or other related instances where employees may not leave the building other than for emergencies, meals shall be furnished at regular intervals by the Township for employees who are unable to do so for themselves.

Article 10
Exchange of Hours of Duty

- A. The request for exchange of hours of duty by an employee may be granted by the Supervisor or his designee, at his discretion, provided such request has been made through proper channels and in conformance with the needs of the Township. Such requests shall not be unreasonably denied.

- B. In exercising the provisions of this section, no employee shall work more than sixteen (16) consecutive hours.

**Article 11
Salaries**

	<u>2022 Rate</u>	<u>2023 Rate</u>	<u>2024 Rate</u>
Part – Employee	\$ 16.00	\$ 16.50	\$ 17.00
Full-Time (0 – 1 year)	\$ 18.00	\$ 18.50	\$ 19.00
Full-Time Years 1 – 5	\$ 19.50	\$ 20.00	\$ 20.50
Full-Time Years 6 – 10	\$ 20.50	\$ 21.00	\$ 21.50
Full-Time Years 11 – 15	\$ 21.50	\$ 22.00	\$ 23.00
Full – Time Years 16 plus	\$ 22.50	\$ 23.00	\$ 23.50

Years of Service for all qualified employees will be computed for all years of service to Bordentown EMS including part-time service.

All increases will be awarded on January 1st of the calendar year, and anniversary dates which are between January and June will be awarded January 1st of the present year.

All anniversary dates which are between July and December will be awarded January 1st of the following year.

Article 12
Court Appearance and Jury Duty

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

- B. Any employee required to appear in any court proceeding, including depositions or other subpoenaed appearances, shall receive their regular rate for the period spent in such appearance. The employee shall also be reimbursed for all related travel expenses.

Article 13
Holidays

- A. Emergency Medical Technicians shall be entitled to twelve (12) regular holidays per calendar year. The regular holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day
- B. A holiday shall be defined by the number of hours in the employee's regularly scheduled shift, i.e., an eight (8) hour day for employees who regularly work eight (8) hours and a ten (10) hour day for employees who regularly work ten (10) hours.
- C. Holidays shall be observed on the actual date of the holiday, regardless of whether it is a weekday or a weekend.
- D. All employees who work on a holiday, whether a regularly scheduled shift or a voluntary or involuntary overtime basis, will be paid at one and one half (1 1/2) times their regular salary for all hours worked on the holiday, between 0000 hours and 2359 hours.
- E. If overtime is necessary on a holiday, voluntary overtime shall be offered according to seniority. If coverage is not found with voluntary overtime, then involuntary overtime will be assigned in ascending order from least to most seniority. Whenever feasible, seventy-two (72) hours' notices shall be given to an employee required to work overtime on a holiday.

Article 14
Vacation and Personal Time Leave

- A. Full time employees shall be entitled to annual vacation leave with pay in accordance with the following schedule:
 - a. Beginning year Years 0 - 1 1 Working Day per Month
 - b. Beginning year Years 1 – 5 12 Working Days
 - c. Beginning year Years 5 – 12 15 Working Days
 - d. Beginning year Years 12 – 20 20 Working Days
 - e. Beginning year Years 20+ 25 Working Days

- B. The entitlement of vacation time shall be determined by the normal length of the employee’s assigned shift.

- C. Vacation time may be used in blocks of two (2) hours.

- D. Vacation time for the current year will be credited to the employee on January 1st. The vacation year is considered January 1st through December 31st.

- E. An annual vacation schedule will be prepared by the EMS Supervisor or his designee in accordance with present operating guidelines.

- F. In the event that multiple employees request the same day off, the shifts will be offered to all other employees before denying vacation requests, insofar as the employees filling the shifts will not create overtime. If no employees are available to cover the multiple vacation requests, priority will be given to the most senior employee’s vacation request and more junior employees’ requests will be denied as necessary. Management shall establish a record keeping system on vacation denials which shall be accessible to Shop Steward or an authorized representative of the Association for review.

- G. Any employee who has a vacation request denied may resubmit a request for alternate time. If denied vacation time cannot be used by the end of the calendar year, it may be carried over to the next calendar year. Vacation time may not be carried over to the next year in any other circumstances without Township Committee approval.

- H. An employee who leaves the Township’s service will be paid pro-rated vacation leave for unused vacation time he or she has earned. The employee will reimburse the Township for paid working days used in excess of his prorated and accumulated entitlements.

- I. Full time employees shall be entitled to annual personal leave of three (3) days each calendar year, credited on January 1st. The length of the day will be defined as the number of hours in the employee's regularly scheduled work shift. Personal leave is not cumulative and must be used within the calendar year in which it is credited.



Article 15
Separation, Death and Retirement

- A. Employees shall retain all pension rights as provided by applicable laws.
- B. Employees retiring either after twenty-five (25) years of service or having attained the age of fifty-five (55), or as a result of a disability pension, whether work related or not, shall be paid for all accumulated holidays, vacation, and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate at the time of retirement.
- C. Employees intending to retire on other than disability pension shall accordingly notify the Township by September 1st of the year preceding that in which retirement is to become effective.
- D. An employee who retires shall be eligible to continue to be a member of any insurance group offered by the Township for a period of two (2) years after the date of retirement, provided that 1) the insurance company will allow this and 2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1st, March 1st, July 1st, and September 1st preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll.
- E. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated holidays, vacation, or other compensatory time as provided in this Agreement. Payments shall be made at the employee's rate of pay at the time of their death.
- 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, holiday and other compensatory time shall be pro - rated as of the first of the next month if the resignation, death or retirement is effective after the 15th of the month. Benefits shall be pro - rated on the calendar year from January 1st through December 31st.
- G. For benefits payable in the then-current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days, and any 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. The surviving spouse and dependent children of an employee who was a full-time employee of the Township at the time of the employee's death, shall be entitled to continue to participate in any insurance coverage in which they were enrolled at the time of the employee's death. The payment is to be made to the Township Treasurer on or before December 1st, March 1st, July 1st, and September 1st preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This provision shall be subject to the continued participation being permitted by the insurance company providing the coverage.

Article 16
Sick Leave

- A. Sick leave with pay shall be awarded to all full-time employees at a rate of one hundred eighty (180) hours per year, annually. Sick leave granted and not used shall accrue cumulatively without cap.
- B. Sick leave with pay shall be awarded to all part-time employees in accordance with N.J.A.C. 12:69-3.3
- C. Sick leave shall apply to cases of sickness, accidents, doctor or dental appointments, maternity leave, exposure to contagious disease observance of quarantine, or as a result of disabling injury not compensable under work-related injury compensation. Sick leave may also be used for attendance upon a member of the immediate family, not to exceed three working days.
- D. Employees may be required to furnish a doctor's certification to substantiate illness when sick leave requested exceeds three (3) consecutive working days. Requests for extended sick leave to attend upon a member of the employee's immediate family must be submitted to the Township Administrator for approval.
- E. In order to receive compensation while absent on sick leave, an employee shall report their absence to the EMS Supervisor no later than two (2) hours prior to the start of their shift, unless the absence is related to an emergency situation.
- F. Upon retirement, employees will receive payment for one-half the daily rate of pay for each day of accumulated unused sick leave that has been accrued, up to a maximum of \$15,000. The daily rate of pay used to calculate payment will be the employee's hourly rate at the time of retirement times twelve (12) hours.
- G. In the event of a major illness or injury, an employee who has exhausted his or her accumulated benefit time shall be eligible to receive donated benefit time from other employees in accordance with section 2.108.360 of the Revised General Ordinances in the Township's Municipal Code.
- H. Employees retiring on disability retirement shall be paid for all accumulated sick days as provided for in this Agreement.

- I. In the event of an employee's death, their estate or legal representative shall be paid for all accumulated sick days as provided for in this Agreement.

- J. In the event of an employee's termination for cause, the employee shall not be entitled to any compensation for accumulated sick days.

Article 17
Injury Leave

- A. In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform his or her duties, then in addition to any sick leave benefits otherwise provided for herein, he shall be entitled to full pay for a period of up to one (1) year. In the event an employee is granted said injury leave, the Township's sole obligation shall be to pay the employee any difference between his or her regular pay and any compensation, disability, or other payments received from other sources provided by the Township. At the employee's option, the employee shall either surrender and deliver any compensation, disability, or other benefits to the Township and receive from the Township his or her entire salary payment, or in the alternative, the employee may retain the compensation, disability, or other benefits and receive from the Township only the difference in pay.

- B. In the event an employee is injured on duty, he or she shall notify the EMS Supervisor immediately, or as soon as is medically feasible, so a departmental report can be prepared by the Department Head within twenty-four (24) hours. The employee shall also prepare an accident report.

- C. If an employee returns to work from injury leave for less than one (1) year, he or 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.

- D. When an employee returns from injury leave, he or 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 a new or re-injury.

- E. When an employee requests injury leave, he shall be placed on conditional injury leave until a determination can be made whether or not the injury or illness is work related by the Township's Workers' Compensation Carrier. Final determination, if necessary, shall be made by the Workers' Compensation Court. If it is determined that the injury or illness is not work related, and the employee is not entitled to job injury compensation, the employee shall be denied injury leave and have all time off charged against his accumulated sick time and other accumulated leave time, if necessary. If the employee leaves the employ of the Township prior to reimbursing the Township for such time advanced the employee shall be required to reimburse the Township for the time so advanced.

- F. All required medical treatment must be performed by a Workers' Compensation physician appointed by the Burlington County Joint Insurance Fund and payment for unauthorized medical treatment may not be covered. In the event of an emergency, the employee shall seek immediate medical treatment and then follow up with the approved physician as required herein.

- G. An employee who is unable to work due to work related illness or injury shall be required to present evidence by a certification from a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the employee to present such certification from time to time.

Article 18
Bereavement Leave

- A. In the event of death of the employee's parent, mother- or father-in-law, spouse, domestic or civil union partner, child, ward, household member, brother or sister, the employee shall be granted time off with pay commencing the day of death through the day after the funeral, not to exceed five (5) regularly scheduled working days.
- B. If a death occurs among other members of an employee's family, the employee shall be excused from work to attend the funeral without loss of pay for three (3) regularly scheduled working days.
- C. The EMS Supervisor and/or Township Administrator may grant additional time with pay for travel, if required, at their sole discretion.
- D. If additional time is required beyond the permitted bereavement time, it may be charged against accumulated benefit time.
- E. Proof of death may be required at the discretion of the EMS Supervisor.

Article 19
Military Leave

- A. Any employee who is called into active service, or who volunteers for service in any armed forces of the United States, shall be given a leave of absence in accordance with the provisions of all State and Federal regulations.

Article 20
Leave of Absence

- A. Leave of absence without pay, at the discretion of the Township Administrator, may be granted for good cause to any employee, for up to a maximum of one (1) year.
- B. No seniority or benefit time shall accrue during a leave of absence.
- C. During a leave of absence, the Township is not responsible to provide the employee with benefits. However, if the employee wishes that coverage is extended to him or her during that leave, the Township will provide it at the employee's expense.

Article 21
Economic Benefits other than Salary

A. State of New Jersey Public Employees Retirement System.

- a. The Township will provide pension and retirement benefits and contributions to all employees ineligible for PFRS and shall be covered by the Agreement under the Public Employees Retirement System pursuant to provisions of the Statutes and Laws of the State of New Jersey.
- b. Pension and retirement deductions shall be made from each employee's payroll in equal amounts over the course of the year and any unequal amounts which are deducted shall have a letter of explanation provided.

B. Medical Expenses

- a. If any inoculations are offered to the public or Public safety officials from Burlington County, NJ Department of Health or other agencies, etc., IAFF members shall be permitted a reasonable amount of time off to receive these inoculations as long as adequate coverage can be provided.

C. Reimbursements for Expenses

- a. Mileage: In the event a member of the IAFF is authorized to use his or her own vehicle for transportation, mileage shall be computed to and from the Fire Station, based on the Federal Standard of reimbursement.
- b. Tolls: All members of the IAFF shall be compensated for all tolls and parking fees incurred while acting in any official capacity or while traveling to and from training class or approved events. Payment shall be made upon providing the District with receipts for said expense(s). The District will not pay for any parking tickets/fines or traffic violations.

- D. It is the Townships responsibility to replace all uniforms and equipment at no cost to the member as outlined in Article 23, Uniforms.

E. Personal Property: When any personal property of a member of the IAFF is lost, damaged or destroyed in the line of duty, the member shall be reimbursed for their repair or replacement of said item upon review and approval from the Township. Approved items are listed in Section F. The Township will document each claim and a copy will be placed into each employee's personnel file for tracking purposes. This provision excludes any payment for lost, damaged or destroyed uniforms(s) while in the line of duty if the Township agrees to immediately replace any uniforms(s) that are destroyed, lost or damaged in the line of duty.

F. The following items and replacement costs have been agreed by the Township and the IAFF. Any items that are not listed must be presented to the Township for approval.

- a. Sunglasses \$50.00
- b. Eyeglasses \$300.00
- c. Contacts 1 Replacement Set
- d. Cell Phone Insurance Deduct.
- e. Wristwatch \$30.00

Article 22
Job Description and Duties

- A. The job descriptions and duties for all employees covered under this Agreement shall be in accordance with each employee's job title as set forth by the New Jersey Civil Service Commission, N.J.S.A. Titles 11 and 11-A.
- B. The Township will maintain on file complete and current Department of Personnel job descriptions for all required positions.
- C. The Township will supply a copy of the most current job description to an employee when hired and at any time thereafter, if the job description should change or the employee requests it.

Article 23
Uniforms

- A. The Township will issue to all newly hired employees all uniforms according to the clothing list set forth herein. All clothing shall meet NFPA and OSHA requirements, or their equivalents as outlined for EMS workers.
- B. Laundry facilities and supplies will be made available to the employees for cleaning of uniforms that have become soiled or contaminated in the course of the employee's duties. Regular laundering not related to job-soiled or contaminated uniforms, shall not be performed using the provided facilities and supplies. All damaged or deemed unusable uniforms will be replaced at no cost to employee.
- C. Uniforms shall be worn during all on duty hours except during physical fitness time. Uniforms and the components thereof shall not be worn while off-duty.
- D. The Township will provide its employees with all Personal Protective Equipment that meets or exceeds the requirements of NFPA and OSHA or their equivalents as outlined for EMS workers. Employees shall be fit-tested annually at the Township's expense to ensure that properly sized PPE is made available.
- E. Each employee will be issued the following uniforms upon hire:
 - a. 3 Short / Long sleeved t-shirts
 - b. 2 Navy Job Shirts
 - c. 4 Navy Polo Shirts
 - d. 2 Short / Long sleeved EMS buttoned uniform shirts
 - e. 4 Pairs of EMS uniform pants
 - f. 1 Belt
 - g. 1 pair of boots with safety toe
 - h. 1 multi-season EMS jacket with hood and protective striping
- 2. Annual replacement for all full-time employees will consist of 1 pair of boots, 2 pairs of uniform pants and 2 polos. All annual replacements will be exchanged on a 1 for 1 basis.
- F. Full time employees may annually opt to purchase their own boots, pants, and/or belt and submit for reimbursement up to the cost of the same items being purchased by the Township.

Article 24
Health and Wellness

- A. All existing hospital, medical, prescription, vision, dental, life and all other insurance benefits provided to full time employees and their families shall be retained and continued in full force and effect. Any changes in the current plans will be negotiated with and approved by the Association. The employees shall maintain benefits equal to or better than the existing level of benefits and administration of plan. All employees will maintain deductions for benefits as currently in effect. Coverage for eligible dependents shall be included in all health, dental, vision and prescription plans.

- B. The Township shall maintain an Employee Assistance Program (EAP) and make it available at no charge to any employee who may be experiencing personal difficulties. All contact with the EAP shall be confidential.

- C. Any employee who is a defendant in an action or legal proceeding arising out of or incidental to the performance of assigned duties shall be entitled to legal representation at the Township's cost.

- D. The Township shall pay for all reasonable costs and attorneys' fees in connection with the defense of employees named in any civil lawsuit arising out of and directly related to the performance of their duties and pay any and all compensatory and other damages assessed against the employee as a result of the performance of their duties.

- E. In the event that criminal charges are brought against an employee arising out of and directly related to the performance of their duties, the Township shall not be responsible for any costs or attorney fees in connection with the defense of those charges. However, if any such criminal proceeding is dismissed and/or finally determined in favor of the employee, the employee shall be reimbursed by the Township for all reasonable attorneys' fees and costs in connection with that defense.

Article 25
Maternity and Child Care Leave

- A. The Township and Association agree that employees shall be entitled to leave pursuant to the Family Medical Leave Act (FMLA) and/or New Jersey Family Leave Act (NJFLA), upon submitting written request for same to the Township's designee. The procedure for requesting/granting any Maternity and/or Child Care leave will be covered under a mutually agreeable departmental policy.

- B. Maternity leave shall be defined as the actual period of disability due to pregnancy or related disability covered under FMLA.
 - 1. Maternity leave shall commence on a date requested by the employee and certified by a physician as being within the period of disability. Maternity leave shall be with pay to the extent of any accumulated sick leave earned, or without pay as permitted by the New Jersey State Disability Program, which shall be at the employee's option.

- C. Child care leave shall be defined as a leave of absence, available to both men and women, for care of a biological, fostered, or adopted child covered under the NJFLA or FMLA.
 - 1. Child care leave will be granted commencing on a date immediately following the maternity component of leave for employees utilizing maternity leave, or on the date of child's birth for eligible employees not utilizing maternity leave.
 - 2. Child care leave will be granted commencing on the date of placement of the foster or adopted child. In accordance with FMLA, leave may begin prior to the actual placement or adoption if absence from work is necessary for the placement to proceed.
 - 3. Child care leave may continue for a period not to exceed twelve (12) calendar months.

- D. During maternity and/or child care leave, the employee may utilize sick, vacation, or personal time that has been earned, at the employee's discretion.

- E. During leave, group health benefits shall be maintained, with the employee responsible for continuing normal contributions. If the employee is utilizing paid time, then deductions will be made from the employee's paycheck as usual. If the employee is utilizing unpaid leave, the employee will be responsible for payment of their normal premium to the Township, as advised by the Township when leave is requested.

- F. Employees shall be entitled to return to work with a minimum thirty (30) days' notice to the Township. Upon return from any leave, the employee shall be reinstated to the same position and assignment as before the leave, unless otherwise mutually agreed upon.

- G. Advancement along the negotiated salary guide or accrual of any benefit shall not be affected by any leave of absence.

- H. Any leave may be extended for a mutually agreeable length of time upon employee request. These leaves will be covered under Federal and State regulations.

Article 26
Service Records

- A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township. They may be used for evaluation purposes by the EMS Supervisor or Township Administrator.
- B. Upon advance notice and at reasonable times, any employee may review any and all of his or her personnel files. An appointment for review must be made through the EMS Supervisor.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in this personnel file, a copy shall be made available to the employee and he or she shall be given the opportunity to rebut it if he or she desires. The employee shall be permitted to place said rebuttal in his or her file.
- D. If an employee is found to be innocent of a complaint that has been placed in his or her file, said complaint shall be removed from the employee's personnel file and any and all other related files and destroyed within five (5) working days.
- E. All personnel files must be carefully maintained and safeguarded permanently and nothing shall be placed in or removed from there except as provided above or by mutual agreement. Maintenance of personnel files shall be in accordance with the laws of the State of New Jersey, including but not limited to any and all applicable Executive Orders.

Article 27
Communicable Diseases and Chemical Exposures

- A. The department shall maintain a medical sub-file for each employee within his or her personnel file. The sub-file shall contain, but not be limited to, work related injury reports, vaccinations, and exposure reports. Only the EMS Supervisor, Township Administrator, employee, or employee's designee shall have access to these files.

- B. If an employee encounters, or has potential contact with, any type of communicable disease, biohazard, or chemical exposure, the employee is to make immediate notification to the EMS Supervisor and complete the "Exposure Form" as described in the department's Exposure Control Plan.

- C. If the employee is diagnosed with HIV/AIDS or any other communicable disease, the exposure form shall establish a rebuttable presumption that the employee is eligible for injury leave pursuant to this Agreement.

- D. All employees will be entitled to receive, at the Township's expense, vaccinations for any illness, sickness, or disease that could be contracted while in the performance of his or her duties, including but not limited to Tuberculosis, Flu, Hepatis A, B, and C, and Pneumonia, with titers and boosters provided as needed.

- E. The Township will make reasonable accommodations in accordance with the Americans with Disabilities Act and the New Jersey Law Against Discrimination when physical and mental limitations of employees are known, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodations do not impose an unreasonable hardship to the Township.

- F. All medical information shall be treated confidentially, and the Township will take all reasonable precautions to protect such information from inappropriate disclosure. Medical information may be disclosed with the prior written informed consent of the person who is the subject of the record. Information may be disclosed to the Department of Health as required by State or Federal law.

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

unless it is vital to the audit or evaluation, and the subject of the record shall be informed of such disclosure as soon as possible.

- H. Any inappropriate disclosure of medical information is subject to disciplinary action, up to and including termination, as well as applicable civil and criminal penalties consistent with HIPAA and other applicable laws.

Article 28
Training, Certifications, and Continuing Education

- A. Full time employees will be entitled to up to twenty-four (24) hours per year with pay of training and continuing education time to meet the New Jersey Department of Health Office of Emergency Medical Services recertification requirements for EMTs. This time shall be in addition to departmentally mandated training such as OSHA, WMD, and other proficiencies as required.

- B. Part time employees will be entitled to up to twelve (12) hours per year with pay of training and continuing education time to meet the New Jersey Department of Health Office of Emergency Medical Services recertification requirements for EMT's.

- C. Management has the right to schedule training during work hours, with the understanding that employees will not receive training credit if their course is interrupted by an emergency call for service.

- D. FLSA requires that personnel be paid for training required to retain professional certifications. The Township shall pay the associated costs for the upkeep of certifications or licensures and for training necessary for a full-time employee to continue their employment.

- E. Approval for any outside training conferences will be left at the discretion of the EMS Supervisor and/or Township Administrator. Application processes for conference attendance will be in accordance with mutually agreeable departmental guidelines. No reasonable request shall be denied.

Article 29
Statutory and Legal Rights

- A. Nothing contained herein shall be construed to deny or restrict the Township or the employees from the exercise of its or their rights under R.S. 34:13 A, R.S. 40, 40A, or any other national, state, county, or local laws or ordinances pertaining to the employees covered by this Agreement.

Article 30
Maintenance of Benefits

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the terms of this Agreement.

- B. All rights, privileges, and working condition enjoyed by the employees, beginning on the effective date of this Agreement, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement, unless changed by mutual consent.

Article 31
Separability and Savings

- A. If any provision of this Agreement or any application of this agreement to any employee or group of employees is held invalid by operation of the law or by court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

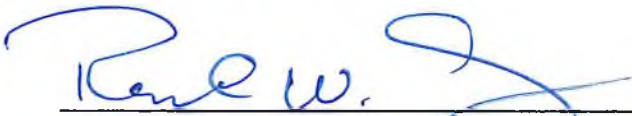
Township of Bordentown



Michael Theokas, Township Administrator

Date: 4/11/2022

**Burlington County Firefighters Association,
IAFF Local 3091**



Robert Carr Jr., President 3091



Gregory A. Swanson, Shop Steward

Date: 4-11-2022