

Agreement between
The Township of Willingboro
Burlington County, New Jersey
and
The Burlington County Professional
Firefighters Association of Firefighters
Local 3091
A.F.L.-C.I.O.-C.L.C.

Willingboro EMS Supervisor

Effective January 1, 2023 - December 31, 2025



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Preamble

This Agreement made the ___th day of _____, in the year 20__ between the Township of Willingboro, 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 Township of Willingboro and the IAFF agree that the duration of this Agreement shall be for a period of three (3) years commencing January 1, 2023 and ending December 31, 2025. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2025) as set forth herein until the parties have mutually agreed upon a new Agreement. There shall be no salary increase/guide movement after the expiration of this agreement unless/until a successor agreement is certified and subject to the terms/conditions of that subsequent 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 Willingboro and its employees.

Article 1
Recognition

- A. The Township recognizes the Association as the exclusive collective negotiations' agent for all Full-Time EMS Supervisors employed by the Township.

- B. Unless otherwise indicated, the terms "EMS Supervisor", "EMS Captain," "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 Associations Executive Board 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.
- a. The approved Executive Board positions of the Association are, President, Vice President, Treasurer, Secretary and State Delegate.
- 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 State 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 shall be furnished to the Vice-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 subject 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 Fire Chief 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 Township Manager 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 employee 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 Department and/or Municipality will not be forcibly entered 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 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 Fire Chief or designee shall be permitted to be posted on said board.
- L. This Agreement and any future Agreement shall be sent electronically to each employee covered by it, by the Association 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 Association.

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 bonafide.

- 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 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. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of the terms of this Agreement. Matters within the sole jurisdiction of the New Jersey Civil Service Commission, including but not limited to major discipline, layoffs, and/or the classification of an employee are not subject to the grievance procedure.

- B. No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provisions of this Agreement, unless the parties agree in writing to waive the conflicting provision.

- C. A day for purposes of this Article is defined as a weekday, which shall exclude Saturday, Sunday, and official Township holidays.

- D. An aggrieved person or the Local must first verbally present the grievance to his/her immediate supervisor within fifteen (15) days of the occurrence of the event giving rise to the grievance or within fifteen (15) days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor shall attempt to resolve the matter within seven (7) days by meeting with the aggrieved person(s) and/or the Local and shall render a decision in writing with copies to the Fire Chief and to the President of Local 3091.

- E. If the aggrieved person or the Local is not satisfied with the decision rendered by the immediate supervisor, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Fire Chief within seven (7) days after the supervisor's decision was rendered, or after the expiration of the seven (7) day period if no decision was rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved persons shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Local. The Fire Chief shall meet with the aggrieved person(s), the President of the Local and the individual rendering the decision at the first level of this procedure. The decision of the Fire Chief shall be rendered, in writing, within seven (7) days after the grievance is presented to the Fire Chief, with copies to the Director of Public Safety and the President of Local 3091.

- F. If the aggrieved person or the Local is not satisfied with the decision rendered by the Fire Chief, or if no decision is rendered within the seven (7) day period, the written grievance shall be presented to the Director of Public Safety within seven (7) days after the decision was rendered by the Fire Chief or after the expiration of the seven (7) day period provided for in Section E, if no decision is rendered. The written grievance shall include the information set forth in Section E and shall have attached copies of the decisions rendered at the first and second levels. If rendered, a copy of the grievance shall be served upon the Fire Chief and the President of the Local. The Director of Public Safety, or the designated representative of the Director of Public Safety, shall meet with the aggrieved person(s) and any representation of the Local designated by the Local in an effort to resolve the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Fire Chief, and the President of Local 3091.
- G. If the aggrieved person or the Local is not satisfied with the decision rendered by the Director of Public Safety, or if no decision is rendered within the seven (7) day period, the written grievance shall be presented to the Township Manager within seven (7) days after the decision was rendered by the Director of Public Safety or after the expiration of the seven (7) day period provided for in Section E, if no decision is rendered. The written grievance shall include the information set forth in Section E and shall have attached copies of the decisions rendered at the first and second levels. If rendered, a copy of the grievance shall be served upon the Fire Chief, Director of Public Safety, and the President of the Local. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person(s) and any representation of the Local designated by the Local in an effort to resolve the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Fire Chief, Director of Public Safety, and the President of Local 3091.
- H. In the event the grievance is still not resolved to the satisfaction of the Local, the Local may, within seven (7) days after the decision of the Township Manager, or within seven (7) days after the thirtieth (30th) day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be selected pursuant to the rules and regulations of the NJ Public Employment Relations Commission. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.
- I. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed to have been resolved.

Article 7
Union Dues

- A. The Township agrees to deduct dues of members of the Local from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Local shall be provided, in writing, to the Township by the President of the Local which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

- B. Pursuant to the United States Supreme Court decision in Janus v. AFSCME, 138 S.Ct. 2448 (2018), “neither an agency fee nor any other form of payment to a public-sector union may be deducted from an employee, nor may any other attempt be made to collect such payment, unless the employee affirmatively consents to pay.”

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. Full Time EMS Supervisor schedule shall work a forty (40) hour work week.
- B. If any employee wishes to have shift assignment changed prior to an opening, both parties must agree in writing to complete the shift switch.
- C. If a vacancy creates an opening on a shift any member can request in writing to be moved to open shift on a seniority-based system.
- D. 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.
- E. Except in emergencies, all affected employees must be given written notification thirty (30) calendar days in advance of change of employee work schedule. Such notification shall contain the new schedule or assignment as well as the expected duration, whether it be temporary or permanent.
- F. Overtime will be paid for any additional time worked beyond assigned work schedule in a pay period, 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.
- G. 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 two (2) hours at their overtime rate, as long as the recall is not contiguous with a regularly scheduled shift.
- H. 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.
- I. 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.

- J. 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.
- K. Call back overtime shall be offered to all qualified off duty employees on a rotational basis.
- L. When a supervisor doesn't voluntarily work overtime, a Supervisor will be assigned overtime on an Mandatory basis detailed in Willingboro Township Emergency Medical Services SOG #247 "Overtime List Procedures"
- M. 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.

Article 10
Exchange of Hours of Duty

- A. The request for exchange of hours of duty by an EMS Supervisor may be granted by the Fire Chief or his/her designee, at his/her discretion, provided such request has been made through proper channels and in conformance with Willingboro Township SOG #248 "Mutual Exchange of Time". Such requests shall not be unreasonably denied.

- B. In exercising the provisions of this section, no employee shall work more than eighteen (18) consecutive hours.

Article 11
Salary

Year	Salary
2022	\$55,000.00
2023	\$56,650.00
2024	\$58,349.50
2025	\$60,099.99

All employees will receive his/her annual step raise on the yearly anniversary of their hire date each year.

Article 12
Compensatory Time

- A. Employees may choose to be credited with compensatory time in lieu of overtime pay. Employees shall be compensated with compensatory time computed at a rate of time and one-half (1 1/2) based on their normal work schedule for any duties performed above normal work hours or days.
- B. Employees may only accrue a maximum of two hundred and forty (240) hours of compensatory time.
- C. Earned compensatory time may be utilized upon prior written request and approval of the Fire Chief or in accordance with procedures established by the Fire Chief.

Article 13
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 work related court proceeding, including depositions or other subpoenaed appearances, shall receive their regular rate for the period spent in such appearance. The employee shall be assigned a departmental vehicle for any/all required transportation.

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

Article 14
Holidays

- A. The following days shall be recognized as holidays (as designated by the Township): New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

- B. Effective January 1, 2023 all Full Time EMT's scheduled to a holiday shall be paid at overtime rate. If an employee is not scheduled to work the holiday he/she will be paid at double time.

- C. If overtime is necessary on a holiday, voluntary overtime shall be offered according to seniority. If coverage is not found with voluntary overtime, then mandatory overtime will be assigned in ascending order from least to most seniority. Whenever feasible, forty-eight (48) hours' notices shall be given to an employee required to work overtime on a holiday.

Article 15
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 Years 1 10 Hours Per Month
 - b. Beginning Years 2 - 7 120 Hours
 - c. Beginning Years 8 – 12 160 Hours
 - d. Beginning Years 13+ 200 Hours

- 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. Submitted leave requests shall be approved or denied within seventy-two (72) hours of submission.

- F. Vacation time may not be carried over to the next year in any other circumstances without Township Manager approval.

- G. 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.

- H. 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 16
Separation, Death and Retirement

- A. Employees shall retain all pension rights as provided by applicable laws.

- B. A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the actual premium paid by retiree. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan.

- C. In the event of an employee's death (non-LODD), their estate or legal representative shall be paid for all accumulated 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.

- D. In the event of an employee's death (LODD), their estate or legal representative shall be paid for all accumulated sick, 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.

Article 17
Sick Leave

- A. Sick leave with pay shall be awarded to all full-time employees at a rate of ten (10) hours per month in year one (1), and one hundred and twenty (120) hours per year in January, annually thereafter.
- B. Sick leave granted and not used shall accrue cumulatively without cap.
- C. Sick leave shall apply to cases of sickness, accidents, doctor or dental appointments, 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 Manager for approval.
- E. In order to receive compensation while absent on sick leave, an employee shall report their absence to the Fire Chief or designee 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.
- 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 under the Township Policy.
- 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 termination for cause, the employee shall not be entitled to any compensation for accumulated sick days.

Article 18
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 two (2) years. 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.

- B. In the event an employee is injured on duty, he or she shall notify the Fire Chief or designee 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. An employee who is receiving workers' compensation shall continue to be paid his/her regular salary by the Township so long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving workers' compensation temporary disability benefits or for a period of two (2) years, whichever is less.

- D. In the event that an off-duty employee gets injured at a Willingboro Township sanctioned training event, they shall be covered by the township's worker's compensation plan.

Article 19
Bereavement Leave

- A. In the event of death of the employee's father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, or a person residing with and dependent upon the employee, shall receive up to five (5) eight (8) hour scheduled days off to arrange and/or attend funeral activities.

- B. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, shall receive up to one (1) eight (8) hour tour off.

- C. Employees who need additional time beyond that provided in Sections A and B may receive up to an additional work week of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Fire Chief.

- D. Proof of death may be required at the discretion of the Fire Chief or Township Manager.

Article 20
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 21
Leave of Absence

- A. Leave of absence without pay, at the discretion of the Township Manager, 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 22
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 into PERS 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
- a. Health and Prescription - in accordance with the rules and regulations stated in P.L. 2011, Chapter 78.
 - b. The Township shall provide group dental plan coverage for its employees and their dependents which plan shall provide individual, parent and child, husband and wife, and family coverage, as appropriate; the cost to be borne solely by the Township effective upon the signing of this agreement. The percentage of coverage available for eligible Plan Participants shall be one hundred (100%) percent.
 - c. 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.
 - d. All employees are allowed to utilize the gym facilities for one (1) hour per shift, if/when time permits.
 - e. If any public health vaccinations 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. The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of fifty (\$50.00) dollars for a wristwatch or one hundred fifty (\$150.00) dollars for prescription lenses.

Article 23

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.

Article 24
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 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 employees.
- 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 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. The Township agrees to provide all employees covered under this Agreement with the sum of Seventy five dollars (\$75.00) per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township effective January 1, 2023.
- F. The payments established in this section shall be paid in a lump sum during the month of January of each year.
- G. Each employee will be issued the following uniforms upon hire:
 - a. 4 Short sleeve t-shirts
 - b. 2 Navy Job Shirts
 - c. 2 Navy Polo Short sleeve Shirts
 - d. 1 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
 - i. Baseball and Winter hat

Article 25
Maternity and Child Care Leave

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).

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 Fire Chief or Township Manager.
- 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 Human Resources.
- 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. 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 Fire Chief, Township Manager, 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 after a reported possible exposure, the Township will submit an additional worker's compensation claim for the employee.

- 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, Hepatitis 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 paid for 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. 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.

- C. 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.

- D. Approval for any outside training conferences will be left at the discretion of the Fire Chief and/or Township Manager. Application processes for conference attendance will be in accordance with mutually agreeable departmental guidelines.

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

Article 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.

Article 32
Retroactive Pay

- A. It is understood and agreed by all parties to this Agreement that provisions in regard to salary and pay scales referred to in Article 11 of this Agreement will be retroactive to January 1, 2023.
- B. There shall be no salary increase/guide movement after the expiration of this agreement unless/until a successor agreement is ratified and subject to the terms/conditions of that subsequent agreement.
- C. Retroactive payment shall be paid in full to all members within sixty (60) days after contract ratification.

Township of Willingboro

Kaya T. McIntosh
Hon. Kaya McIntosh, Mayor

Date: 04 Aug 2023

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

Robert W Carr Jr. **Robert Carr Jr., President 3091**

Rosemarie Gyenge
Rosemarie Gyenge, Shop Steward

Date: August 3, 2023