

AGREEMENT

BETWEEN

**HANOVER TOWNSHIP
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION
LOCAL NO. 109**

AND

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT No. 3
TOWNSHIP of HANOVER, COUNTY of MORRIS**

FOR THE TERM

JANUARY 1, 2021 AND ENDING DECEMBER 31, 2023

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PREAMBLE

THIS AGREEMENT by and between the BOARD OF FIRE COMMISSIONERS OF FIRE DISTRICT #3, TOWNSHIP OF HANOVER, County of Morris, hereinafter referred to as the "DISTRICT" and/or "BOARD" and HANOVER TOWNSHIP FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 109, hereinafter referred to as the "Union" and/or "EMPLOYEES" is designed to: maintain and promote a harmonious relationship between the Board of Fire Commissioners and its employees who are within the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered; to provide for equitable and peaceful adjustment of differences that may arise; and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE I **RECOGNITION AND AREAS OF NEGOTIATIONS**

The Board of Fire Commissioners of Fire District No. 3, Hanover Township, recognizes HANOVER TOWNSHIP FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 109, per Resolution #04-9-02-28, as the sole and exclusive employee representative organization for the purpose of collective negotiations concerning terms and conditions of employment, rates of pay, fringe benefits, hours of employment, procedures and the processing of grievances within the meaning of the New Jersey Employer-Employee Relations Act, *N.J.S.A. 34:13A-5.1, et seq.*, for a negotiating unit consisting of all full-time paid Firefighter-EMT's, and/or Firefighter-EMT-Fire Inspectors, Fire Official (except when the Chief of Department serves as the Fire Official.) Lieutenants and Captains of Fire District No. 3 in Hanover Township, now employed or hereafter, excluding volunteers.

ARTICLE II **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

Section 1

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and the United States including, but not limited to, generally, the foregoing rights:

Section 2

To make rules of procedure and conduct, and to use improved methods and equipment.

Section 3

To make 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 District provided that notice of seven (7) days thereof is given to employees, to the extent same are not mandatorily negotiable.

Section 4

To hire all employees, to promote, demote, assign, layoff and to discipline and/or terminate for just cause or retain employees in the position within the District.

Section 5

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 District, 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 the New Jersey and the United States.

ARTICLE III
SAVINGS CLAUSE

Section 1

It is understood and agreed that if any provision of this Agreement or the application of this Agreement to any persons or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2

If any such provisions are so invalid the District and the Employees will meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE IV
PENSIONS

Section 1

The District shall provide pension and retirement benefits to employees covered by this Agreement under the Police and Firemen's Retirement System and the Public Employees Retirement System, pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE V
CHECK OFF OF UNION DUES

Section 1

Upon receipt of proper written authorization of a member of the FMBA, the District shall deduct FMBA dues from his/her paycheck each pay period in the amount so authorized and shall remit the monies collected to the Treasurer of the FMBA each pay period.

Section 2

Any employee not wishing to belong to the certified bargaining agent will pay a service charge according to State law, pursuant to *N.J.S.A. 34:13A-5.8*.

Section 3

The FMBA agrees to indemnify and hold the District harmless from and against any and all claims arising under this provision, and shall provide the District with a copy of its demand and return system.

Section 4

If, during the life of this Agreement, there shall be any change in the rate of membership dues, the FMBA shall furnish to the District written notice thirty (30) day prior to the effective date of such change.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 1 – Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2 – Definition

The term “grievance” as used herein means any difference or dispute arising over the application or interpretation of the terms of this Agreement and may be raised by the FMBA on behalf of an individual or group of individuals, or by the District.

Section 3 – Procedure

Step 1

An aggrieved employee shall submit a grievance in writing to the Chief of the Fire Department within Seven (7) calendar days of occurrence in question. Only those grievances submitted in writing Seven (7) calendar days of the occurrence shall be deemed to be timely filed.

Step 2

The Chief of the Fire Department shall submit his/her decision in writing within five (5) calendar days of the submission of the grievance to the employee.

Step 3

Within seven (7) calendar days of the decision of the Chief of the Fire Department, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Board of Fire Commissioners Career Liaisons, who shall have seven (7) calendar days to submit their written decision.

Step 4

Within seven (7) calendar days of the decision of the District Career Liaisons, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the entire Board of Fire Commissioners. The Board of Fire Commissioners will have fourteen (14) calendar days to submit its written decision.

The aggrieved employee has a right to representation by an official of the FMBA in Steps 1, 2, 3 and 4 hereof.

Step 5

Within fourteen (14) calendar days of the transmittal of the written decision by the District, if the grievance involves a dispute over the application or interpretation of the terms of this Agreement and is not settled to the satisfaction of both parties, the FMBA or the District may present such grievance in writing within twelve (12) working days thereafter to the New Jersey Public Employment Relations Commission for arbitration. The provisions of this Agreement and the Constitution and laws of the State of New Jersey shall bind the arbitrator. Such arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on both parties. The arbitrator's decision shall in no way alter, add to, or delete from the terms of this Agreement. He/she shall decide the dispute within thirty (30) days after the hearing has been closed, unless the parties agree to extend such time in writing. The fee and expenses of the arbitrator shall be borne equally by the parties. Only the District or the FMBA shall have the right to submit a grievance to arbitration.

Section 4 – General Provisions

- a) The steps provided for herein may be waived by mutual agreement of the parties in writing.
- b) If the District fails to meet and/or answer any grievance within the prescribed time limits as here before provided, such grievance may be processed to the next step.
- c) If the grievant fails to present the grievance in a timely fashion to the next step, the grievance shall be deemed to be abandoned.
- d) All conferences and hearings conducted under any grievance procedure shall be conducted in private by the Chief of the Fire Department, Board of Fire Commissioners, or a subcommittee thereof, and shall be limited to the parties in interest, their representatives, the witnesses and such other persons as are reasonably necessary for a fair and equitable determination.

ARTICLE VII **HOURS OF WORK**

Section 1

Hours of work for employees covered by this agreement shall require being on duty for a minimum of eighty (80) hours and a maximum of ninety-six (96) per two (2) week cycle. Scheduling shall be at the discretion of the Chief of the Department or his/her designee. Any change to an employee's schedule shall be done so in writing, by the Chief of the Department, with at least ten (10) days' notice, with the exception of emergency situations. Upon an employee reaching their ninety-six (96) hours, any time worked beyond the maximum ninety-six (96), during that two (2) week cycle, shall be paid out to the employee at one and one-half (1 ½) times their normal rate, except as otherwise set forth in this Agreement.

Any agreement between employees to swap a shift or work a shift for another employee must be returned in equal time within the same pay period or cycle and shall be for equal number of shift

hours. In the event that time is not repaid during the same pay period, and the result of which is that the District encumbers overtime, the employee who failed to repay the time shall be charged PTO for the total number of hours that the District is responsible to pay out.

ARTICLE VIII
PAY DATES

Section 1

Paychecks shall be made available to employees on a twenty-six (26) week pay cycle, and include all hours worked and overtime incurred during the cycle.

Section 2

In the event the District or employee determines that there has been an error in an employee's paycheck, an underpayment or overpayment shall be corrected by the next pay period.

ARTICLE IX
OVERTIME PAY AND RESPONSE

Section 1

The parties agree the employees shall be entitled to overtime for those hours worked in excess of the hours described in Article VII Section 1 above in a two-week work cycle, and in those instances where the employees are required to extend the normal working day schedule in connection with the performance of duties as required by the District and/or Officer in Charge, at the rate of time and one-half, except as may otherwise set forth herein. The parties agree that the two-week work cycle constitutes a fourteen-consecutive-day "work period" for purposes of Section 7(k) of the federal Fair Labor Standards Act.

Section 2

The employees shall be compensated at the rate of time and one-half per hour for attendance at drills, schools, and job-related training needed to maintain current certification if classes are attended outside the workday schedule and are approved by the Chief of the Fire Department.

Section 3

The parties recognize and agree that under certain circumstances, employees may be called for duty prior to or after regular working hours or schedule. The employee called back to work after the completion of their shift shall be compensated at the rate of time and one-half for the hours worked and shall receive minimum two (2) hours compensation in the event of a call back. Employees who return to duty for the following responses shall be required to remain on-duty, in the firehouse or at an emergency scene for a minimum of one (1) hour beyond the dispatch time. The following are examples of call backs that would be treated as call-back overtime if the employee is required to report for duty to perform these functions after the completion of the employee's assigned shift:

1. Commercial Structure Fire within Hanover Township

2. Confined Space Incident
3. Any Morris County Task Force Request (Trench, Confined Space, IDRT, etc.)
4. Mutual Aid Fire Response – Outside the Township of Hanover
5. Residential Structure Fire within Hanover Township
6. Rapid Intervention Team (RIT) Request from Mutual Aid Department(s)
7. 2nd Request for any EMS call, Including second ambulance responses
8. Third (3rd) Request / Re Alert or upgraded incident where Cedar Knolls Fire Department has been dispatched to.
9. At the discretion of the Chief of Fire Department and/or the Officer in Charge of the scene

Section 4

Any time an employee is required by the District to appear in Court or on related Fire District business, at a time other than during his regular work schedule, the employee shall be reimbursed at the rate of time and one-half. A minimum of two (2) hours compensation shall be paid for Court or related appearances.

Section 5

It is understood that employees may be directed by the Chief of Fire Department to prepare and deliver necessary and/or required training to members during off duty hours. Employees shall be compensated for such hours at a rate of time and one-half, if such hours are in excess of the employee's regular hours of work.

ARTICLE X **HOLIDAYS**

Effective on the execution of this agreement holidays and holiday pay shall be abolished. Employees covered by this agreement shall receive a onetime base salary adjustment of \$2500.00 payable over fiscal year 2021 in exchange for the abolishing of holidays and holiday pay.

ARTICLE XI **PAID TIME OFF (PTO)**

Section 1

All fulltime employees will be allocated paid time off (PTO) hours, in accordance with the schedule set forth in Section 6, below, which may be used for vacation, personal or family illness or any other personal matters that cannot be attended to outside normal hours of work. The authority for the approval of an employee's PTO is vested in the Chief of the Fire Department.

Section 2

Bereavement Leave is not considered paid time off days.

Section 3

An employee covered by this agreement shall be permitted to carry a total of 1,248 hours of PTO. Upon separation from the District consistent with layoff or retirement an employee hired prior to May 22, 2010 shall be paid out to a maximum of 600 hours. An employee hired after May 22, 2010 shall be paid to a maximum of \$15,000.00. Any employee terminated for cause shall not be paid any accumulated leave.

Section 4

In the event of the death of an employee, his survivor, being his spouse or his legal designated beneficiary (on file), shall receive payment for unused accumulated Paid Time Off hours consistent with Section 3 above.

Section 5

Employees working a 48-hour week shall be entitled to Paid Time Off with pay at their regular rate of pay, in accordance with the following schedule. PTO will be credited to the employee on January 1 of each year. PTO will be calculated and credited according to the number of years that will be completed during that calendar year. In the event that the schedule returns to a 40-hour week, the previously utilized schedule shall be reinstated and adjustments shall be made accordingly.

- | | |
|--|------------------|
| a) Employees upon completing 6 months of service | 96 Hours |
| b) Employees having completed 1 year through 4 years | 164 Hours |
| c) Employees in year 5 through 11 | 240 Hours |
| d) Employees in year 12 through 19 | 260 Hours |
| e) Employees in year 20 through retirement | 288 Hours |

Section 6

An employee hired before May 21, 2010, may elect to receive payment for PTO over the accumulated six hundred (600) hours if this time is reached prior to retirement, not to exceed forty (40) hours per year. The Board shall be notified in writing no later than November 1st of each year. The Board shall make payment to the employee within thirty (30) days of receipt of the request.

Section 8

Whenever payment for unused PTO time is called for under this Agreement, the value of such payment shall be calculated in accordance with the following formula:

- All PTO hours accrued as of December 31, 2017, shall be valued at the normal rate of pay that the employee was earning as of December 31, 2017.
- All PTO hours that accrue on or after January 1, 2018, shall be valued at the normal rate of pay that the employee was earning as of January 1 of the calendar year in which the PTO hours accrued.
- When an employee uses PTO time, PTO hours shall be utilized in descending order of dollar value; that is, the PTO hours having the highest cash-out value shall be utilized first, and the PTO hours having the lowest cash-out value shall be utilized last.

ARTICLE XII
MEDICAL AND INSURANCE PROGRAMS

Section 1

The District shall provide, at no cost subject to paragraph (e) below, to the employees and their families covered by this Agreement, hospitalization and sickness insurance as described in general terms herein. Said plans shall cover employees as well as their spouses and children;

- a) The District shall provide dental insurance to all employees, equal to or better than the Blue Cross/Blue Shield policies in effect at the time this Agreement takes effect.
- b) All existing hospital, medical and prescription benefits provided to employees and their families at time of this Agreement shall be retained and continued in full force and effect, equal to or better than the policy in effect at the time this Agreement takes effect. The District agrees to offer three plans to the Employees in accordance with the contribution tables contained in of Chapter 78, P.L. 2011, incorporated herein by reference.
- c) The District agrees to maintain the \$2,000 per year, per employee reimbursement plan. The Board shall also provide a Section 125 Health Reimbursement Account (HRA)_Plan for employees in accordance with the contribution tables contained in Chapter 78, P.L. 2011, incorporated herein by reference.
- d) The District shall maintain life insurance coverage equal to the plan in effect at the time this Agreement takes effect. (The current Oxford Benefits Management Plan shall be excluded from this provision)
- e) Employees shall contribute the appropriate amounts at the applicable percentage of their health insurance premiums in accordance with contribution tables contained in Chapter 78, P.L. 2011, incorporated herein by reference, through December 31, 2021.
- f) Commencing January 1, 2022 the maximum employee contribution will be twenty (20) percent of the total employee policy premium of the health insurance to the District.
- g) Employees hired after 1/1/2021 will contribute the maximum twenty (20) percent.
- h) All employee contributions will be based on the total of premiums for both the Healthcare, Vision, and Dental policies.

Section 2

A \$2,500 health benefit Opt-Out provision for medical benefits coverage shall be provided to all full-time employees who elect to waive medical benefits coverage. The full-time employee shall be paid annually during the first pay week of the last month of the policy period. Employees requesting the Opt-Out benefit must complete an approved waiver form specifying that they have insurance coverage through another source. A copy of that form shall be provided by the Board. If the employee withdraws the waiver of medical benefits during the course of a policy year, the

employee's Opt-Out benefit will be pro-rated accordingly, and any resulting overpayment of the Opt-Out benefit will be refunded to the Fire District. Should State law limit Opt-Out payment to a level lower than \$2,500, the Opt-Out payment provided by this Section shall be reduced to the maximum payment allowable by said State law.

Section 3

In the event an employee is injured in a work-related accident, he/she shall be compensated under the Workers' Compensation Laws. The District will make up the difference between the amount the employee receives from Workers' Compensation and Disability Insurance and the employee's regular salary. During the period of time that the employee collects Workers' Compensation and Disability, the employee's PTO leave shall not be charged. In the event an employee is out for more than ten (10) days with any illness or non-work-related injury, the employee shall file with the State Disability Program.

ARTICLE XIII
LEAVES OF ABSENCE

Section 1

The District may grant a leave of absence without pay to any employee who shall become injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability and physical unfitness for duty. Such injury, illness, or disability shall be evidenced by the certificate of a physician designated by the District to examine him/her. No such leave of absence shall exceed one (1) year commencing from the date of such injury, illness or disability. Any employee using such leave shall be mandatorily subjected to a fitness-for-duty evaluation prior to returning to work.

Section 2

Employees may be granted extended leaves of absence without pay according to NJ FLA and the Family and Medical Leave Act.

ARTICLE XIV
BEREAVEMENT LEAVE

Section 1

In the event of a death in the employee's immediate family, an employee shall be granted up to three (3) working days off with pay, for wake, funeral or memorial services. Immediate family shall be construed as meaning spouse, child, father, mother, sister or brother. For all other relatives, father-in-law, mother-in-law, grandfather, and grandmother, two (2) days leave from date of death will be granted. If there are extenuating circumstances, the Chief of the Fire Department may make adjustments if necessary.

ARTICLE XV
FMBA BUSINESS AND LEAVE

Section 1

The District hereby recognizes Hanover Township FMBA Local 109 as the sole and exclusive representative of the fulltime employees for the purpose of collective negotiating. These activities shall include the presentation of grievances relating to alleged violations of this Agreement.

Section 2

The members of the FMBA negotiating committee, not to exceed two (2) in number, shall after adequate advance notice to the Chief of Fire Department be excused from daily duty, and shall suffer no loss of regular pay for all meetings between the District and the FMBA for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3

Any employee or member of the FMBA shall not be discriminated against for their acts as officials of the Union membership or activities.

Section 4

One representative of the FMBA (the President or Delegate) shall after adequate advance notice to the Chief of the Fire Department be granted time off from duty, and suffer no loss of regular pay for all meetings between the District and the FMBA for the purpose of processing grievances when such meetings take place at a time during which such FMBA representative is scheduled to be on duty.

Section 5

The President and/or Executive Delegate shall be granted leave from duty with full pay in accordance with *N.J.S.A. 40A:14-177*, for all membership and State meetings of the FMBA when such meetings take place at a time when such membership is scheduled to be on duty. The term "meetings" means the regular monthly meeting and any emergency meetings, not to exceed three (3) emergency meetings per year, provided that the President gives reasonable notice to the Chief of the Fire Department and his/her absence will not unduly affect the operation of the Department.

Section 6

The Executive Delegate or the President of the FMBA shall be granted leave from duty with full pay for the annual FMBA State Convention in accordance with State law provided that they give at least sixty (60) days advance notice to the Chief of the Fire Department of the date of the meeting and the names of attendants. Payment shall be granted only for those days the Executive Delegate or the President of the FMBA is actually scheduled for duty (maximum of 3 workdays).

ARTICLE XVI
PROMOTIONS

All promotions with the Career Division of the Fire District shall be made after careful consideration by the District. Employees being considered for the rank of Fire Official must hold

a State Certification as required by *N.J.A.C. 5:71-4.1*. Any Career Division employee employed before December 31, 2014, exclusive of the Chief of Department, or Assistant Chief of Department, who is appointed to serve as the Fire Official for Fire District No. 3, and holding the position of Lieutenant, shall be compensated for the position of Fire Official at the rate of that established for the position of Captain at that time; however, it should not be construed as a promotion to the position of Captain. Any compensation will last only for the duration of the appointment as Fire Official.

ARTICLE XVII **UNIFORMS**

Section 1

All employees shall be provided with all necessary uniforms, at no cost, as needed as determined by the District in its sole discretion. All station wear uniforms will meet or exceed current or newly adopted safety standards, as outlined by PEOSHA. All clothing articles, which are considered a safety hazard or in poor physical condition, will be replaced in a timely manner after review of the uniform by the Chief of Department.

Section 2

The cleaning of these items shall be the responsibility of the employee. All uniform and safety shoe purchases must be in accordance with specifications established by the District.

Section 3

The District shall continue to supply at no cost, in the judgment of the Chief of the Fire Department, all personal protective equipment as needed.

Section 4

Employee's uniform sleeve patch shall have the approved Hanover Township Fire/EMS patch on the left shoulder.

Section 5

Initial issue:

- A. Three (3) pairs of pants
- B. One (1) pairs of shorts
- C. Two (2) long sleeve Class B shirts
- D. Two (2) short sleeve Class B shirts
- E. One (1) short sleeve cotton polo shirt
- F. One (1) station jacket
- G. One (1) belt
- H. One (1) pair of steel toe station uniform boots
 - I. Badges (1 Shirt Badge, 1 Jacket Badge, 1 Uniform Hat Badge)
 - J. One (1) Dress (Class A) uniform

Section 6

Yearly Issue

- A. One (1) pair of pants
- B. One (1) pair of shorts
- C. One (1) long sleeve Class B shirt
- D. One (1) short sleeve Class B shirt
- E. One (1) pair of steel toe station uniform boots

ARTICLE XVIII
PERSONNEL FILES

Section 1

There shall be one Fire District No. 3 personnel file, and the employees shall have the right to examine their files at a reasonable time with prior notice to the Chief. Employees shall have the further right to rebut any derogatory materials included in their files. Any rebuttal must be submitted within 30 days of the issuance of the item that is being rebutted. No reasonable request to view a file shall be refused, except that an employee shall be limited to viewing his file during regular business hours. Any photocopies shall be made at the employee's expense. At any time a document is placed in an employee's file, a copy shall be given to the employee.

ARTICLE XIX
DISCIPLINE AND DISCHARGE

Section 1

No employee shall be disciplined or discharged without cause.

Section 2

Disciplinary action may be taken against an employee, for just cause, when it is believed that the employee is not conforming to the letter or spirit of the Board's policies and rules or to specific instructions given to him; or has acted improperly, dishonestly, immorally, illegally; or has violated any of the rules, regulations, policies and procedures.

Section 3

Depending on the seriousness of the matter, disciplinary action against employees shall be in the following forms:

- Informal verbal reprimand by the Chief
- Written reprimand from the Chief of the Fire Department
- Suspension from duty without pay by the Board
- Demotion of employee by the Board
- Discharge from duty by the Board

Section 4

Where the Board of Chief of the Fire Department may impose discipline, written notice of such discipline shall be given to the employee prior to imposition of said penalty. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline.

The employee shall have the right to be accompanied and represented by the FMBA and/or legal counsel at a disciplinary hearing.

The employee shall have the right to be accompanied and represented by the FMBA and/or legal counsel during any questioning concerning charges which takes place prior to a hearing.

The employee and the FMBA shall be entitled to a copy of the transcript and/or the tape from the hearing upon payment.

Section 5

It will not be necessary to provide written notice if immediate disciplinary action is warranted, such as a gross violation of law. A hearing may be held to investigate the charges prior to imposition of discipline or discharge. All disciplinary procedures shall be pursuant to *N.J.S.A. 40A:14-19*.

At least seven (7) days before the hearing, the employee and the FMBA President shall be notified in writing of the charges, and the time and place of the hearing.

No tape recording of such procedure shall be made without notification to the employee.

There shall be no presumption of guilt.

The employee shall have the right to be accompanied and represented by the FMBA and/or legal counsel at a disciplinary hearing.

The employee shall have the right to be accompanied and represented by the FMBA and/or legal counsel during any questioning concerning charges which takes place prior to a hearing.

The employee and the FMBA shall be entitled to copy of the transcript and/or the tape from the hearing upon payment.

Section 6

The parties acknowledge the Drugs and Alcohol Policy contained in the District Policies and Procedures Manual as the controlling policy on the issue of drugs and alcohol in the workplace. Should the District intend to amend, modify or replace the existing Drugs and Alcohol Policy, it will first notify the FMBA and afford the FMBA the opportunity to discuss the proposed amendments, modifications or replacement. Notwithstanding the foregoing, the parties agree to engage in ongoing discussions during the term of this Agreement with respect to addressing their respective concerns and issues pertaining to the Drugs and Alcohol Policy. (The Drug and Alcohol

Policy attached hereto shall be amended at such a time as reasonable guidance is made available from the State of New Jersey regarding recently enacted Cannabis laws)

ARTICLE XX
BAN ON STRIKES

Section 1

It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance to the citizens of the community and there should be no interference with such operation. Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement, and the parties hereto agree that there will not be, and that the FMBA, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass absenteeism or other similar action which would involve suspension of or interference with normal work performance.

Section 2

The District shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown or other such interference with normal work performance.

ARTICLE XXI
SALARY

Employees covered by this agreement shall be paid in accordance with the Salary Guide included as "Attachment B." Each Step shall commence upon the employee anniversary date of appointment or promotion.

ARTICLE XXII
DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the District or by any of its agents against the FMBA or against any employee because of membership or activity in the FMBA. There shall be no discrimination or coercion by the FMBA or any of their agents against any employees covered by this Agreement because of membership or non-membership in the FMBA, nor shall the District discriminate in favor of, or assist any other labor or Fire-related organization which in any way affects the FMBA's right as certified representative for the period during which the FMBA remains the certified representative of the employees. Neither the District nor the FMBA shall discriminate against any employee because of race, creed, color, age or national origin. The District will cooperate with the FMBA with respect to all reasonable requests concerning the FMBA's responsibilities as certified representatives.

ARTICLE XXIII
SAFETY AND HEALTH

To help insure against injury on the job, the FMBA may submit proposed changes in safety regulations, including the operation of equipment, which shall be reviewed with representatives of the District. This shall in no way be considered a waiver of the District's management rights.

ARTICLE XXIV
EFFECT OF THIS AGREEMENT

In the event that any provision of the Agreement shall at any time be declared invalid by Legislative Act, or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. {See Article III}

ARTICLE XXV
LEGAL AID

Section 1

The District shall provide legal aid to all employees in suits or other legal proceedings against them arising from incidents in the line of duty, when the employee is acting within the scope of their duties and doing so in a lawful and conscientious manner.

ARTICLE XXVI
SENIORITY

Section 1

Seniority, for the purpose of this Agreement, is defined to mean the accumulated continuous service with Hanover Township Fire District No. 3, computed from the date of hire.

Section 2

In determining seniority within the District for the purpose of layoffs, promotions, and vacation selection, prior service with another Police or Fire Department or previous Volunteer time with the District shall not be considered in calculating seniority under this Agreement.

ARTICLE XXVII
EDUCATION AND TUITION AID REIMBURSEMENT PLAN

The Education and Tuition Aid Reimbursement Plan shall provide tuition aid reimbursement to employees who satisfactorily complete job-related college courses or educational courses which constitute credit toward either an Associate's Degree or Bachelor's Degree in an Emergency Services Field of study. An employee will be eligible to receive a maximum of \$600 per semester not to exceed \$1,200 in any one calendar year. Prior to receipt of payment, approval of the Fire

Chief must be obtained by the employee. Registration, application, laboratory and similar fees, books excluded, qualify for reimbursement. A 'C' average or above (2.0 GPA) must be achieved.

ARTICLE XXVIII
DURATION OF AGREEMENT

THIS AGREEMENT shall become effective January 1, 2021 and shall continue and remain in force and effect up to and including December 31, 2023 and shall continue from year-to-year thereafter unless written notice of desire to cancel, modify or terminate same is served by either party upon the other at least sixty (60) days prior to the date of expiration.

COMPLETENESS OF AGREEMENT

THIS AGREEMENT constitutes the entire Agreement between the parties and contains all the benefits to which the employees covered by this Agreement are entitled, notwithstanding the established past practice in existence prior to this Agreement, and incudes and settles for the term of this Agreement all the matters which were or might have been raised in all negotiations between the parties leading to the signing of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal this the 21st day of **May**, 20-21.

ON BEHALF OF FIRE DISTRICT NO. 3



Robert E. O'Hare, Chairman

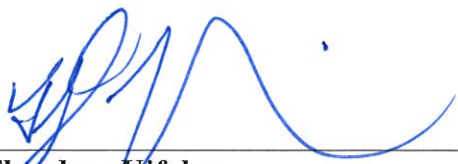


Steven J. Cornine, Secretary

ON BEHALF OF FMBA LOCAL 109



J. Connor McGuinness



Theodore Ujfalussy

APPENDIX A

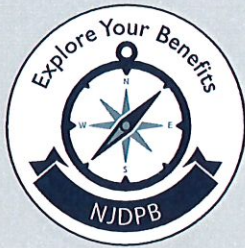
LABOR MANAGEMENT COMMITTEE

The purpose of the labor/management process is to make the Fire District employees more effective as an organization. The labor management process assists in planning policy and procedures as well as resolving a variety of challenges/issues that arise. Management and labor leadership commit to participate in planning and development. In doing so, management shares authority and labor shares responsibility or the process will not work. Labor and management must continually work on the issue of trust, respect and credibility in the "participants" individually.

The Committee is established to discuss all matters pertaining to occupational safety and health within the Fire District, impending new rules, SOP's and regulations, short and long term goals, training and development, formation of committees, employee participation and other matters relevant to the operation of the Fire District.

ATTACHMENT A

TABLES DERIVED FROM CHAPTER 78



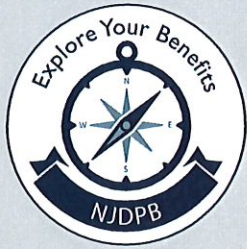
State Health Benefits Program • School Employees' Health Benefits Program
HEALTH BENEFITS CONTRIBUTION — PERCENTAGE OF PREMIUM
For Health Benefit Contributions under P.L. 2011, c.78 (Chapter 78)
SINGLE COVERAGE

Note: The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay 1/4, 1/2, 3/4, and the full amount of the contribution rate during the phase-in years.

New employees hired on or after June 28, 2011, the effective date of Chapter 78, contribute at the highest percentage level (Year 4).

Salary Range	Four Year Phase-In			
	Use dates indicated or as otherwise determined by contract.			
	Year 1 July 2011 to June 2012	Year 2 July 2012 to June 2013	Year 3 July 2013 to June 2014	Year 4 July 2014 and after
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000 — 24,999.99	1.38%	2.75%	4.13%	5.50%
25,000 — 29,999.99	1.88%	3.75%	5.63%	7.50%
30,000 — 34,999.99	2.50%	5.00%	7.50%	10.00%
35,000 — 39,999.99	2.75%	5.50%	8.25%	11.00%
40,000 — 44,999.99	3.00%	6.00%	9.00%	12.00%
45,000 — 49,999.99	3.50%	7.00%	10.50%	14.00%
50,000 — 54,999.99	5.00%	10.00%	15.00%	20.00%
55,000 — 59,999.99	5.75%	11.50%	17.25%	23.00%
60,000 — 64,999.99	6.75%	13.50%	20.25%	27.00%
65,000 — 69,999.99	7.25%	14.50%	21.75%	29.00%
70,000 — 74,999.99	8.00%	16.00%	24.00%	32.00%
75,000 — 79,999.99	8.25%	16.50%	24.75%	33.00%
80,000 — 94,999.99	8.50%	17.00%	25.50%	34.00%
95,000 and over	8.75%	17.50%	26.25%	35.00%

* Member contribution is a minimum of 1.5% of base salary towards Health Benefits

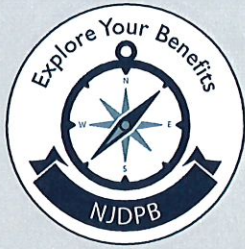


State Health Benefits Program • School Employees' Health Benefits Program
HEALTH BENEFITS CONTRIBUTION — PERCENTAGE OF PREMIUM
For Health Benefit Contributions under P.L. 2011, c.78 (Chapter 78)
FAMILY COVERAGE

Note: The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay 1/4, 1/2, 3/4, and the full amount of the contribution rate during the phase-in years.

New employees hired on or after June 28, 2011, the effective date of Chapter 78, contribute at the highest percentage level (Year 4).

Salary Range	Four Year Phase-In			
	Use dates indicated or as otherwise determined by contract.			
	Year 1 July 2011 to June 2012	Year 2 July 2012 to June 2013	Year 3 July 2013 to June 2014	Year 4 July 2014 and after
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000 — 29,999.99	1.00%	2.00%	3.00%	4.00%
30,000 — 34,999.99	1.25%	2.50%	3.75%	5.00%
35,000 — 39,999.99	1.50%	3.00%	4.50%	6.00%
40,000 — 44,999.99	1.75%	3.50%	5.25%	7.00%
45,000 — 49,999.99	2.25%	4.50%	6.75%	9.00%
50,000 — 54,999.99	3.00%	6.00%	9.00%	12.00%
55,000 — 59,999.99	3.50%	7.00%	10.50%	14.00%
60,000 — 64,999.99	4.25%	8.50%	12.75%	17.00%
65,000 — 69,999.99	4.75%	9.50%	14.25%	19.00%
70,000 — 74,999.99	5.50%	11.00%	16.50%	22.00%
75,000 — 79,999.99	5.75%	11.50%	17.25%	23.00%
80,000 — 84,999.99	6.00%	12.00%	18.00%	24.00%
85,000 — 89,999.99	6.50%	13.00%	19.50%	26.00%
90,000 — 94,999.99	7.00%	14.00%	21.00%	28.00%
95,000 — 99,999.99	7.25%	14.50%	21.75%	29.00%
100,000 — 109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%
* Member contribution is a minimum of 1.5% of base salary towards Health Benefits				



State Health Benefits Program • School Employees' Health Benefits Program
HEALTH BENEFITS CONTRIBUTION — PERCENTAGE OF PREMIUM
For Health Benefit Contributions under P.L. 2011, c.78 (Chapter 78)
**MEMBER/SPOUSE/PARTNER OR
 PARENT/CHILD COVERAGE**

Note: The following charts reflect the phase-in of contribution levels for employees employed on the contribution's effective date who will pay 1/4, 1/2, 3/4, and the full amount of the contribution rate during the phase-in years.

New employees hired on or after June 28, 2011, the effective date of Chapter 78, contribute at the highest percentage level (Year 4).

Salary Range	Four Year Phase-In			
	Use dates indicated or as otherwise determined by contract.			
	Year 1 July 2011 to June 2012	Year 2 July 2012 to June 2013	Year 3 July 2013 to June 2014	Year 4 July 2014 and after
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25,000 — 29,999.99	1.13%	2.25%	3.38%	4.50%
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35,000 — 39,999.99	1.75%	3.50%	5.25%	7.00%
40,000 — 44,999.99	2.00%	4.00%	6.00%	8.00%
45,000 — 49,999.99	2.50%	5.00%	7.50%	10.00%
50,000 — 54,999.99	3.75%	7.50%	11.25%	15.00%
55,000 — 59,999.99	4.25%	8.50%	12.75%	17.00%
60,000 — 64,999.99	5.25%	10.50%	15.75%	21.00%
65,000 — 69,999.99	5.75%	11.50%	17.25%	23.00%
70,000 — 74,999.99	6.50%	13.00%	19.50%	26.00%
75,000 — 79,999.99	6.75%	13.50%	20.25%	27.00%
80,000 — 84,999.99	7.00%	14.00%	21.00%	28.00%
85,000 — 99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%
* Member contribution is a minimum of 1.5% of base salary towards Health Benefits				

ATTACHMENT B

SALARY GUIDE

CBA 2021-2023 FINAL SALARY PROPOSAL - ANNUAL PAY

Title	Step	2020	1/1/2021	2021 Anniversary	2022 Anniversary	2023 Anniversary
Firefighter/EMT	Probationary	\$ 43,000.00	\$ 43,000.00	\$ 43,860.00	\$ 44,737.20	\$ 45,631.94
Firefighter/EMT	Step 2	\$ 45,150.00	\$ 45,150.00	\$ 46,053.00	\$ 46,974.06	\$ 47,913.54
Firefighter/EMT	Step 3	\$ 47,407.50	\$ 47,407.50	\$ 48,355.65	\$ 49,322.76	\$ 50,309.22
Firefighter/EMT	Step 4	\$ 49,777.88	\$ 49,777.88	\$ 50,773.43	\$ 51,788.90	\$ 52,824.68
Firefighter/EMT	Step 5	\$ 52,266.77	\$ 52,266.77	\$ 53,312.10	\$ 54,378.35	\$ 55,465.91
Firefighter/EMT	Step 6	\$ 54,880.11	\$ 54,880.11	\$ 55,977.71	\$ 57,097.26	\$ 58,239.21
Firefighter/EMT/Insp	Probationary	\$ 48,000.00	\$ 50,500.00	\$ 51,762.50	\$ 53,056.56	\$ 54,117.69
Firefighter/EMT/Insp	Step 2	\$ 54,000.00	\$ 56,500.00	\$ 57,912.50	\$ 59,360.31	\$ 60,547.52
Firefighter/EMT/Insp	Step 3	\$ 60,000.00	\$ 62,500.00	\$ 64,062.50	\$ 65,664.06	\$ 66,977.34
Firefighter/EMT/Insp	Step 4	\$ 66,000.00	\$ 68,500.00	\$ 70,212.50	\$ 71,967.81	\$ 73,407.17
Firefighter/EMT/Insp	Step 5	\$ 72,000.00	\$ 74,500.00	\$ 76,362.50	\$ 78,271.56	\$ 79,836.99
Firefighter/EMT/Insp	Step 6	\$ 78,000.00	\$ 80,500.00	\$ 82,512.50	\$ 84,575.31	\$ 86,266.82
Firefighter/EMT/Insp	Step 7	\$ 84,000.00	\$ 86,500.00	\$ 88,662.50	\$ 90,879.06	\$ 92,696.64
Firefighter/EMT/Insp	Step 8	\$ 90,000.00	\$ 92,500.00	\$ 94,812.50	\$ 97,182.81	\$ 99,126.47
Lieutenant	Probationary	\$ 91,127.05	\$ 93,432.01	\$ 95,767.81	\$ 98,162.01	\$ 102,211.19
Lieutenant	Step 2	\$ 92,986.79	\$ 95,338.79	\$ 97,722.26	\$ 100,165.32	\$ 104,297.14
Lieutenant	Step 3	\$ 94,884.48	\$ 97,284.48	\$ 99,716.59	\$ 102,209.51	\$ 106,425.65
Lieutenant	Step 4	\$ 98,838.00	\$ 101,338.00	\$ 103,871.45	\$ 106,468.24	\$ 108,597.60
Captain	Probationary	\$ 103,779.90	\$ 106,404.90	\$ 109,065.02	\$ 111,791.65	\$ 114,027.48
Captain	Step 2	\$ 105,756.66	\$ 108,431.66	\$ 111,142.45	\$ 113,921.01	\$ 116,199.43
Captain	Step 3	\$ 107,733.42	\$ 110,458.42	\$ 113,219.88	\$ 116,050.38	\$ 118,371.39
Fire Official UFD	Appointment	\$ 94,500.00	\$ 97,125.00	\$ 99,553.13	\$ 102,041.95	\$ 104,082.79
Lt. / Fire Official	Appointment	\$ 103,779.90	\$ 106,404.90	\$ 109,065.02	\$ 111,791.65	\$ 114,027.48
Capt. / Fire Official	Appointment	\$ 113,120.09	\$ 115,981.34	\$ 118,880.87	\$ 121,852.90	\$ 124,289.95

For purposes of raises, the anniversary date shall be the date of hire, or a change in title. The anniversary date will be changed to reflect the end of a probationary period if so extended by the Board.

District SC FMBA 

ATTACHMENT C

SUBSTANCE ABUSE POLICY

Substance Abuse Policy

Section 01 Policy Statement

Hanover Township Fire District 3 recognizes its responsibility to safeguard its employees within the District from any possible hazard created by an impaired employee. Therefore, effective immediately, the following policy governing employee behavior on the job will be in force for all employees of the Hanover Township Fire District 3.

All Hanover Township Fire District 3 employees are held accountable for their job performance and are expected to report to work in a physical and mental condition appropriated to performing their duties safely and efficiently.

This policy applies to all Hanover Township Fire District 3 employees while on the job and/or on Township premises, and all applicants for employment with the district. Township premises includes District vehicles and equipment, as well as personal vehicle engaged in District operations.

The District recognizes that, pursuant to the New Jersey Law Against Discrimination, dependency on alcohol or other substances deemed to be a disability, and not subject to discipline. The purpose of the District is not to punish employees with such dependencies, but rather to provide incentives and opportunities for rehabilitation. The District, however, will not tolerate the use of alcohol or illegal use of drugs by employees while on the job, nor an employee who reports to work in an impaired condition. Further, the District reserves the right to discipline employees for their conduct while on the job including, but not limited to the following actions which may be derivative of substance abuse: driving under the influence of drugs and alcohol; sick leave abuse; possession or use of drugs or alcohol while on the job; insubordination; damage to property; or neglect of duty. This policy in no way protects an employee from disciplinary action or legal consequences as a result of conduct on the job.

Appropriate steps to be taken by the district as employer for employees found to have substance abuse problems shall be determined based on the following parameters;

- A. Whether the substance being abused is alcohol or an illegal drug
- B. Whether the problem was first admitted by the employee or discovered by the District; and
- C. The number of previous times the employee has been discovered to have a problem. These situations, with the appropriate employer response, are laid out in the chart attached as appendix A to this policy. Drug offenses and/or admitted dependencies are not to be counted separately from alcohol offences or admitted dependencies in determining appropriate employer actions under this policy.

Section 02 Requirements for employees

Section 02.01 Possession Prohibited

No District employee shall possess, use, sell, trade, or offer for sale, illegal drugs or unauthorized prescription drugs that have not been prescribed for the person in possession of the drugs. While on duty, no employee shall possess or use alcoholic beverages. The presence of unopened bottle of alcoholic beverages in a personal vehicle, intended for consumption at some other time, shall not constitute possession, whether or not the vehicle is on District property.

Illegal drugs shall include prescription drugs use illicitly, an employee shall be deemed to be using such drugs illicitly if he/she intentionally takes them without a prescription, or in greater quantities than prescribed, or for a period beyond which has been prescribed.

Section 02.02 District Property

The possession of alcohol or illegal drugs by any employee on District property is prohibited, except that the possession and use of alcohol may be allowed by special permit. "District property" includes all land and building owned or leased by the District, and all vehicles owned or leased by the District. Any District employee having knowledge of such unauthorized possession is expected to notify his or her supervisor, or other responsible authority, immediately.

Section 02.03 Impairment

No District employee may report to work while impaired by or under the influence of illegal drugs and alcohol. For the purpose of this policy, the term "illegal drugs" shall refer not only to substances whose possession and use is prohibited by law, but also to prescription drugs which have been obtained or used illicitly, either without a prescription, or in quantities greater than prescribed, or for periods beyond the period prescribed.

1. *Drugs.* For drugs, the District will have "zero tolerance," and an employee with the presence of any level of illegal drugs in the blood will be considered impaired.
2. *Alcohol.* For alcohol, an employee will be considered impaired if he/she has a level of higher than .002 in the blood at the time of testing, and/or extrapolated back to the start of the work shift.

Section 02.04 Medically-prescribed Substances

An employee may use an over-the-counter drug, or prescription drug administered by or under the supervision of a physician who has advised the employee that the substance will not affect the employee's on-the-job safety. The employee has the obligation to discuss with his/her doctor the nature and requirements of his/her job, and any potential side effects that might affect the employee's on-the-job performance or behavior, and then to follow the doctor's instructions. For over-the-counter drugs, the employee is obligated to read the label for possible side effects, and to follow the instructions. An employee on medication who experiences predicted side effects that would affect job performance is obligated to notify his/her supervisor. Employees will be held accountable for unsatisfactory job performance or accidents due to improper use of over-the-counter or prescription drugs.

Section 02.05 Report of Criminal Convictions

In compliance with the Drug-Free Workplace Act of 1988, the District requires that all District employees report (to their supervisor) within five days, any criminal convictions related to drug activity (not including alcohol) committed within or outside of the workplace. Failure to comply will subject an employee to disciplinary action.

Section 03 Voluntary Admission by Employee of Dependency

For the purpose of addressing employees with substance abuse problems, District employees have been divided into two categories-those whose drug involvement is suggested through behavior at work and confirmed by the District Physician's medical evaluation (District initiated), and those whose drug use is disclosed by the employee him/herself to either his/her supervisor, other District management staff, or directly to EAP without any aggravating circumstance (e.g., prior to an on the job incident which reveals drug/alcohol use) employee initiated).

Section 03.01 District-initiated

An employee is referred to the District physician for medical evaluation when facts exist that provided reasonable objective basis (i.e. "reasonable suspicion") to suspect that an employee is working while impaired (observing such facts should alert the supervisor to the existence of a *possible* problem. However, it is well to remember that not all individuals having substance abuse problems will exhibit these traits. Nor does it mean that all individuals exhibiting these traits have substance abuse problems). Also included in this "District initiated" category is any drug or alcohol use discovered through random or unannounced testing wherever these procedures are authorized by this policy.

Section 03.02 Employee- initiated

If the District learns of the employee's substance abuse problem from the employee's own admission prior to an on-the-job incident, the supervisor will refer the employee to the Employee Assistance Program (EAP).

Section 03.03 Consequences of voluntary Admission

Employee who voluntarily admit their dependency to alcohol or drugs will NOT be subject to discipline (expect that on-the-job conduct may be subject to disciplinary action) and will be given an opportunity for rehabilitation by being afforded leave time necessary for treatment. Such leave will be with pay if the employee has sufficient accumulated time; otherwise, the leave will be without pay. The conditions under which such an employee will continue to be employed will vary according to the number of times the dependency problem has surfaced, and the ways it came to the District's attention, and the type of dependency (drug or alcohol). These are laid out in Attachment A to this policy.

Section 03.04 Confidential Self-help for Substance Abuse

If any Hanover Township Fire District 3 employee wishes to seek help for a substance abuse problem, the employee may voluntarily contact the Employee Assistance Program (EAP) directly to arrange a fully confidential appointment with an EAP counselor. All discussion between the employee and the EAP counselor is strictly confidential. The Hanover Township Fire District 3, as employer, and any fellow employees will have no knowledge of such a request for help. Note: The use of this self-help does not invoke the requirements or protection of a "voluntary admission" as described above.

Section-04 Pre-employment Testing

Any offer of employment to a prospective employee shall be made contingent upon the applicant passing a pre-employment drug test. Once an offer of employment has been extended to an applicant, as part of the employment screening process, the hiring department shall arrange a drug and alcohol test. At that time, the applicant will be provide the opportunity to inform the physician of presence of any medication or other medically acceptable explanation for his/her impaired behavior. No applicant may begin employment until the Business Administrator has received the results of the drug test.

Section 04.01 Positive Results

Any conditional offers of employment will be rescinded if the applicant's test result is a confirmed positive. Applicants rejected for drug use may reapply after twelve (12) months from the date of their test results. The District physician will discuss with the applicant any positive drug/alcohol test results. The applicant is given the opportunity to provide a medically acceptable explanation of the positive test result to the physician. If the physician believes that the explanation for the positive test result is inadequate, he/she will confirm the presence of (1) a non-medically prescribed controlled substance and/or, 2(2) the presence of alcohol.

Section 04.02 Refusal to Cooperate

Any offer of employment will be rescinded if an applicant refuses to be tested. Under these circumstances, the applicant would not be eligible for employment with the Hanover Township Fire District 3 for a period of at least 12 months.

Section 4.03 Employee Reports Concerning Supervisors & Coworkers

An employee who has observed behavior of a supervisor or coworker which would indicate that the supervisor or coworker is illegally using drugs or alcohol, and/or is performing job duties while impaired, is expected to report the situation to his own supervisor, to the other employee's supervisor, to the department director or to the business Administrator, as may deemed appropriate to the employee witnessing the behavior. Any employee making such report shall have a guarantee of confidentiality (within the law) and non-reprisal from anyone in a supervisory position. An exception to the guarantee of confidentiality shall be if a coworker observes what can reasonably be determined to be the use or possession of drugs or alcohol while on duty, in which case he/she will have the obligation to report it without a guarantee of confidentiality. Further, any reprisals by coworkers will not be tolerated and shall merit disciplinary action. There shall also be an obligation on the part of the person receiving such a report to follow-up to determine whether there is in fact a problem and if there is, to resolve the problem using the provisions of this policy. Although an employee making a good faith report about possible use of drugs or alcohol or impairment while on duty shall be safe from reprisal, nothing herein shall protect from disciplinary action an employee who knowingly makes a baseless allegation.

Section 5 Employee Reports Concerning Supervisors & Coworkers

An employee who has observed behavior of a supervisor or coworker which would indicate that the supervisor or coworker is illegally using drugs or alcohol, and/or performing job duties while impaired, is expected to report the situation to his own supervisor, to the other employee's supervisor, to the department chief or to the business administrator, as may deemed appropriate to the employee witnessing the behavior. Any employee making such a report shall have a guarantee of confidentiality (with in law) and non-reprisal from anyone is a supervisory position. An expectation to the guarantee of confidentiality shall be if a coworker observes what can reasonably be determined to be the use or possession of drugs or alcohol while on duty, in which they will have the obligation to report it without a guarantee of confidentiality. Further, any reprisals by coworkers will not be tolerated and shall report to follow-up to determine whether there is in fact a problem and if there is, to resolve the problem using the provisions of his policy. Although an employee making a good faith report about possible use of drugs or alcohol or impairment while on duty shall be safe from reprisal, nothing herein shall protect from disciplinary action an employee who knowingly makes a baseless allegation.

Section 6 Enforcement Procedures when an Employee Appears Impaired

Section 6.01 Supervisor Responsibilities for Identifying Impaired Behavior

Any supervisor who becomes aware of a situation, either via direct observation or via report from a citizen or coworker, has an obligation to act consistent with this policy in order to make a determination of whether there is a potential problem with impairment of one of his subordinates, and if there is to take action pursuant to this policy. Failure to do so shall make him/her subject to disciplinary action.

1. *Impaired behavior.* Whether or not an employee is *impaired* can only be determined by the District physician. Impaired *behavior*, however, refers to an on-the-job incident, which demonstrates that the employee is unable to perform his/her job, is safely and/or adequately. Any behavior which puts the employee, his/her fellow employees or the public at large at risk, or which indicates incapacitation or inability to perform his/her job, is considered impaired. The supervisor is not expected to identify the *cause* of impaired behavior, *only to identify the behavior itself.* Impaired behavior is any erratic or aberrant behavior, which calls into question the ability of the employee to perform his/her job safely and effectively. If the supervisor observes impaired behavior, or is informed of it by another employee, the

supervisor is to contact the Department director or the Director's designee to discuss the employee's behavior. If it is deemed appropriate, the Department Director/designee will instruct the supervisor to transport the employee to the District Physician for initial medical evaluation. It will be up to the District physician to determine the possible cause of impairment, and recommend an appropriate course of action. (Note: merely suspecting an employee's use, sale, distribution or possession of drugs or alcohol on District premises is not a medical issue and should be pursued through normal disciplinary action procedures pursuant to NJAC4A:2-2.1 et seq.).

2. *Supervisory documentation.* Using the District's "Employee Complaint Form," the supervisor must thoroughly document the employee behavior, which instigates any recommendation for initial medical evaluation. This must be done within 24 hours of the occurrence. The names of all witnesses, if any, must be included in the documentation. The supervisor is responsible for, and accountable for, the accuracy of his/her report.
3. *Non- impaired problem behaviors.* Other behaviors, which are questionable, may not be safety issues, but show reasonable cause to suspect there is a problem. The behaviors may include off-duty conduct that results in arrest for violation relating to drugs and/or alcohol. These kinds of behaviors may not immediately affect safety, or the employee may display some of these behaviors but still be able to perform their job, however minimally. In this case, it is not in "impairment" situation, and it is up to the supervisor to take the appropriate action, be it counseling the employee, initiating the steps for a medical evaluation, or contacting EAP directly. But if there is a situation which calls into question the safety of the employee, other employees or the general public, or if the employee is incapacitated or unable to perform his/her job adequately, there is no discretion. The supervisor is to contact his/her Department Director and initiate a medical evaluation as per the above guidelines.
4. *Supervisory Decision to Have a Medical Evaluation.* The district reserves the right to test an employee for drug or alcohol use, or to otherwise have him/her evaluated by a physician, if: (1) there exists a reasonable, individualized belief by a supervisor that the particular employee is under the influence of or impaired by drugs or alcohol, and such belief is memorialized by that supervisor upon the District's "Employee Complaint Form;" or (2) there us a vehicular accident with a District Vehicle driven by the employee, and the employee's conduct at the time of the accident, based on eye-witness reports, raises a reasonable belief that use of drugs or alcohol may have been a contribution factor to the accident. The term, "Reasonable, individualized belief," as used above, is defined as a belief that the employee may be impaired in some way or may be under the influence of drugs and/or alcohol, which belief is based upon (1) objective facts that the individual is exhibiting the established and generally recognized signs and symptoms of drug or alcohol use; (2) facts which are derived from direct observations of the employee's appearance, speech, behavior, odor of breath, responses to questioning, other objective observations, and all other reasonable inferences that can be drawn from such observations. Additional documentation such as incident reports, attendance and tardiness records, safety reports and the like may be considered in forming the basis for reasonable, individualized belief, provided, however, that such documentation cannot be used as a substitute for a supervisor's direct observation of employee. It will be the District's policy to train all supervisors who may have the responsibility for identifying impaired behavior and making decision for further medical evaluation, but the unavailability of a trained supervisor shall not preclude the District from taking appropriate action to test or evaluate an employee operating in a capacity which could potentially affect the safety of employees and the general public.
5. *Meeting with suspected Employee.* If the supervisor's initial observation causes him/her to suspect the individual may be under the influence of or impaired by illegal drugs or alcohol, the supervisor shall attempt to confer with the department head.

6. *Union representation.* An employee suspected of being impaired has the right to have union representation at a meeting with his supervisor prior to a decision to have a medical evaluation of the employee, provided that the union representative can be contacted and arrived within one hour. The union representation may also accompany the employee while he/she is being medically evaluated or during any drug testing procedures.
7. *Training.* Training will be given to supervisors so that they shall be knowledgeable in identifying the signs and symptoms of drug or alcohol abuse upon which a reasonable, individualized belief may be determined. Training will also cover the procedures to be followed in order to document a decision of whether to have an employee tested or evaluated medically, and all procedures to be followed in having such testing or evaluation done. Training will be provided at least once every calendar year. The District has the discretion to determine the content and all aspects of the training program, but will consult with all recognized employee unions regarding the program. Each union will be given the opportunity to have a number of its members participate in the training offered to supervisors. Such numbers shall be adequate so that there is representation from all shifts and tours.

Section 06.02 **Medical Evaluation**

1. *Transportation to the Town Physician.* When an employee is referred for medical evaluation based upon his/her behavior on the job, safety considerations dictate that a supervisor transport the employee.
2. *Initial medical evaluation.* The initial medical evaluation of an employee will include a medical history and a basic medical examination, which will include a record of any medications/prescriptions being used by the employee (this information must be confirmed if a drug/alcohol screen tests positive). If some kind of impairment is confirmed, the district physician will recommend the appropriate course of action based on his/her findings. The District physician, and only the District physician, makes the determination as to whether substance screening for drugs, including alcohol, is indicated. The Districts views this decision as one that should be made only by a qualified medical professional.
3. *Return to work.* Following a complete medical evaluation, the District physician will decide whether it is safe to allow the employee to return to work.
 - a. If cleared by district physician for return to duty, the supervisor will transport the employee back to the job site and allow the employee to return to work.
 - b. If the District physician determines that it would present a safety hazard for the employee to return to work at that time. The Department Chief or his designee will be notified with the physicians recommended course of action, which may entail referral to the employee's own physician, to the Employee Assistance Program or testing for drugs or alcohol. If not cleared for return to duty by the department physician, the supervisor will transport the employee back to the job site. If the department physician so advises, the employee will be counseled against driving them self home. If, in the estimation of the department physician, an employee is impaired and posed a hazard to them self or others if allowed to drive, and the employee persisted in driving him self from the job site, the safety of both the employee and the of the public in general dictates that the supervisor contact Hanover Township Police Department regarding the matter. Other than advising the employee against driving them self home, under no circumstances should the supervisor or any other person attempt to physically restrain the employee from driving.

NOTE: If, in the course of initiating a medical evaluation, or at any subsequent point during the process, the employee displays threatening and/or violent behavior, the supervisor is to avoid any physical or verbal confrontation, and should allow the employee to leave freely. Under no circumstances, however, is the supervisor to allow the employee to return to work. If it becomes necessary, the supervisor should contact the Hanover Township Police Department.

4. *Incomplete medical evaluation.* Having been referred for medical evaluation, an employee cannot be returned to duty without authorization from department physician. In the interest of the employee's personal safety, the safety of fellow workers, and the safety of the public in general, an employing refusing to visit or cooperate with the department physician will be advised (by the superior or physician, as appropriate) that they cannot continue to execute their job without medical evaluation to properly assess the employee's fitness for duty so as to determine whether or not they present a hazard to them self or others. Subsequently, an employee refusing visit or cooperate with the department physician will be considered a safety risk. The employee will be advised that continued refusal to cooperate will result on disciplinary action.
 - a. an employee's refusal to cooperate will be considered insubordination and dealt with through disciplinary action as follows:
 - i. They employee is immediately suspended with pay pending a disciplinary hearing to be conducted by the Department Chief or designee within (3) days of infraction.
 - ii. Following the hearing and any resulting disciplinary action pursuant to NJAC 4A:2.02.1 et seq., the employee may only be returned to duty following a medical evaluation by the Department Physician.
 - iii. In the event that the employee continues to refuse medical evaluation, they will be immediately suspended without pay through a hearing in accordance with New Jersey Administrative Code and union contract. A disciplinary hearing will be held within (5) working days of the infraction, in which the employee's department will pursue disciplinary action against the employee, up to and including removal on the grounds of (1) continued insubordination and (2) inability to medical evaluate the employee for the return to duty.
 - b. Having refused to cooperate, the employee will be advised (by the physician or supervisor, as appropriate) to make arrangements for transportation home, other than driving themselves.
 - c. If, in the course of refusing to cooperate with the department physician, the employee displays threatening and or violent behavior, the supervisor is not obliged to return the offending employee to the job site in the supervisor vehicle. The employee will responsible for arranging their own transportation home.
 - d. If, in the estimation of the department physician , an employee is impaired and posed a hazard to themselves or others if allowed to drive, and the employee persists in driving them self from the health center or job site, the employees safety and that of the public dictates that the supervisor contact the Hanover Township Police Department.
5. *Return to work.* Within the scope of the medical evaluation, the department physician makes the determination as to whether screening for drugs, and/or alcohol, is indicated. The physician will also make a determination whether; pending the outcome of this drug and alcohol testing, the employee is in a condition to return to work.

Section 06.03

1. Urine tests for drugs and breath or blood tests for alcohol, whenever required under this policy, shall be conducted with procedures for sampling, storage, transportation, chain-of-custody, and testing that ensure fair and accurate results. All testing shall be done by an NIDA approved laboratory. Before implementation of any testing, the District shall review its selection or sampling site and a testing laboratory, and all the related procedures, with the district's employee unions to obtain their input on the acceptability for the facilities and procedures. All urine specimens will be analyzed for the presence of the following drugs:

- i. Amphetamines
- ii. Barbiturates
- iii. Benzodiazepine Metabolites
- iv. Cocaine Metabolites
- v. Marijuana Metabolites
- vi. Methadone
- vii. Methaquaione
- viii. Opiate Metabolites
- ix. Phencyclidine
- x. Propoxyphene

2. For each employee being tested, two samples shall be taken. One sample will be tested by the department laboratory. If the initial test yields a positive result, then the other sample shall be kept frozen by the department's laboratory for six months and made available for a confirming test by a laboratory selected by the employee. And such testing requested by the employee shall be by an NIDA laboratory at the cost of the employee, and follow proper chain-of-custody procedures.
3. The drug screening of each urine sample shall consist of two components: an initial test using the abruscreen (on-line) immunoassay procedure, and if the initial test yields any positive findings, a second confirmatory test using the gas chromatography / mass spectrometry test. The NIDA cutoff levels for the presence of each drug are to be used. A sample which measures below the cutoff limits established by NIDA will be considered negative.
4. The laboratory shall maintain, for at least six months, all information and documentation relating to the chain of custody, all documentation upon which the results are based, and any other documentation relating to the sampling, chain of custody, and testing.

Section 06.04 **Right to Independent Sampling and Test**

An employee who has been tested by the district shall have the option to go immediately thereafter to a site selected by the union for a second sample and then have this second sample tested by a laboratory selected by the union. This sample will only be tested in the event that there is a positive result of the initial sample taken by the district. The district shall have the right to send a representative to witness this procedure. If such a test is preformed, the district have a right to receive the results of the test (only for the substance, which the district tests for under this policy), but the districts actions shall not be governed by the results of the second test. If the districts initial test come back negative, and the employee has chosen to have a second sample taken under the provisions do this paragraph. Then the district will reimburse the employee for full cost of having the second sample drawn.

Section 06.05 **Negative Test Results – Subsequent Action**

When an employee has been referred for medical evaluation due to on-the-job behavior, and then achieves a negative test result for drugs or alcohol, their behavior which caused the referral will be addressed by Department Chief or Designee through appropriate supervisory practices, referral to EAP, and/or possible disciplinary action.

Section 06.06 **Positive Test Results – Subsequent Actions**

1. If the Physician-Initiated drug test results in a confirmed positive test for prohibited drugs/alcohol use, the district administrator will be provided with official notice of the employee's confirmed use of a non-medically prescribed controlled substance or substances. The employee's status following such a result will be dependent upon the type of (drug or alcohol) and the number of times the employee has confirmed substance use. These are laid out in Attachment A to this policy.
2. The department administrator will inform the employee's department chief whether the employee will return to work or not, and will advise the department chief of any restrictions or special circumstances which the department physician has recommended. The chief of department in turn will give this information to the employee's supervisor.
3. To protect the privacy of the employee, and documentation relating to the employee's test will be filed separately in a secured file in the personnel office, access to which will be restricted. Under no circumstance will the information be filed in the employee's personnel file.
4. Once the employee has tested positive for substance abuse they will be referred to EAP for further evaluation, and will be required to comply with the treatment program determined by the EAP.

In addition, the employee, the department chief and their designee, and the employee's union representative, will meet to outline the employee's conditions of continued employment with the district. If the employee elects to continue their employment with the district, the employee will be required to sign the "on-notice" agreement (see Appendix B to this policy) attesting their continued employment is conditional upon successful completion of the rehabilitation program. To protect the employee, the "On-Notice" agreement will be filed separately in the secured file in the Personnel Office, apart from the employee's personnel file. The employee's Department Director will also retain a copy of the agreement in a secured personnel file, access to which will be strictly controlled. The employee's participation in the treatment program arranged by EAP may not begin until he/she has signed the "On-Notice" employment agreement. An employee's refusal to sign the agreement shall be grounds for termination of employment.

5. Unannounced testing pursuant to the "On-Notice" Agreement is testing for drugs and/or alcohol at times chosen by the employer, which need not be strictly random, nor selected because of the employee's behavior. The substances to be tested for and the times of these tests are to be approved in advance by the Business Administrator. For alcohol, there will be zero tolerance during unannounced testing, as opposed to the .002 limit generally in effect for determining impairment.
6. The employee's supervisor, the employee's EAP counselor and the Department Medical Director are mutually responsible for monitoring the employee's adherence to the probationary conditions of employment. Any violation of the "On-Notice" terms of employment will be grounds for termination of employee's employment with Hanover Township Fire District #3.

Section: **Commercial Driver's License**

Federal and state laws impose specific requirements for any employee who, as part of his/her job duties, operates vehicles for which he/she must possess a Commercial Driver's License (CDL). Both the District and employees with CDLs must comply with these requirements in some cases are more restrictive than otherwise provided for in this policy as follows:

Section: **Alcohol**

Because alcohol is a legal substance, the rules define specific prohibited alcohol-related conduct. Performance of safety-sensitive functions is prohibited.

1. While having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test.
2. While using alcohol
3. Within four hours after using alcohol

Section: **Accidents**

In addition, refusing to submit to an alcohol test and using alcohol within eight hours after an accident or until tested (for drivers required to be tested) are prohibited.

Section: **Drug and alcohol tests required**

1. *Pre-employment*—conducted before applicants are hired or after an offer to hire, but before actually performing safety-sensitive functions for the first time. Also required when employees transfer to a safety-sensitive (Driver) position.
2. *Post-accident*—conducted after accident on drivers whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.
3. *Reasonable suspicion*—conducted when a trained supervisor or company official observes behavior or appearance that is characteristic of alcohol misuse.
4. *Random*—conducted on a random, unannounced basis just before, during or just after performance of safety-sensitive functions.
5. *Return-to-duty and follow-up*—conducted when an individual who has violated the prohibited alcohol conduct standards returns to performing safety-sensitive duties. Follow-up tests are unannounced and at least 6 test must be conducted in the first 12 months after a driver returns to duty. Follow-up testing may be extended for up to 60 months following return to duty.

Section: **Implementation & Notification**

Section: **Distribution of Copies**

Every employee will be given a copy of this policy, including a written notice stating the date of which the policy will become effective. Receipt of this policy and the accompanying notice will be acknowledged by each employee in writing. In addition, a copy of the policy will be posted in every work location.

APPENDIX B- Substance Abuse Policy

TERMS OF CONTINUED EMPLOYMENT WHILE EMPLOYEE IS IN "ON-NOTICE" STATUS

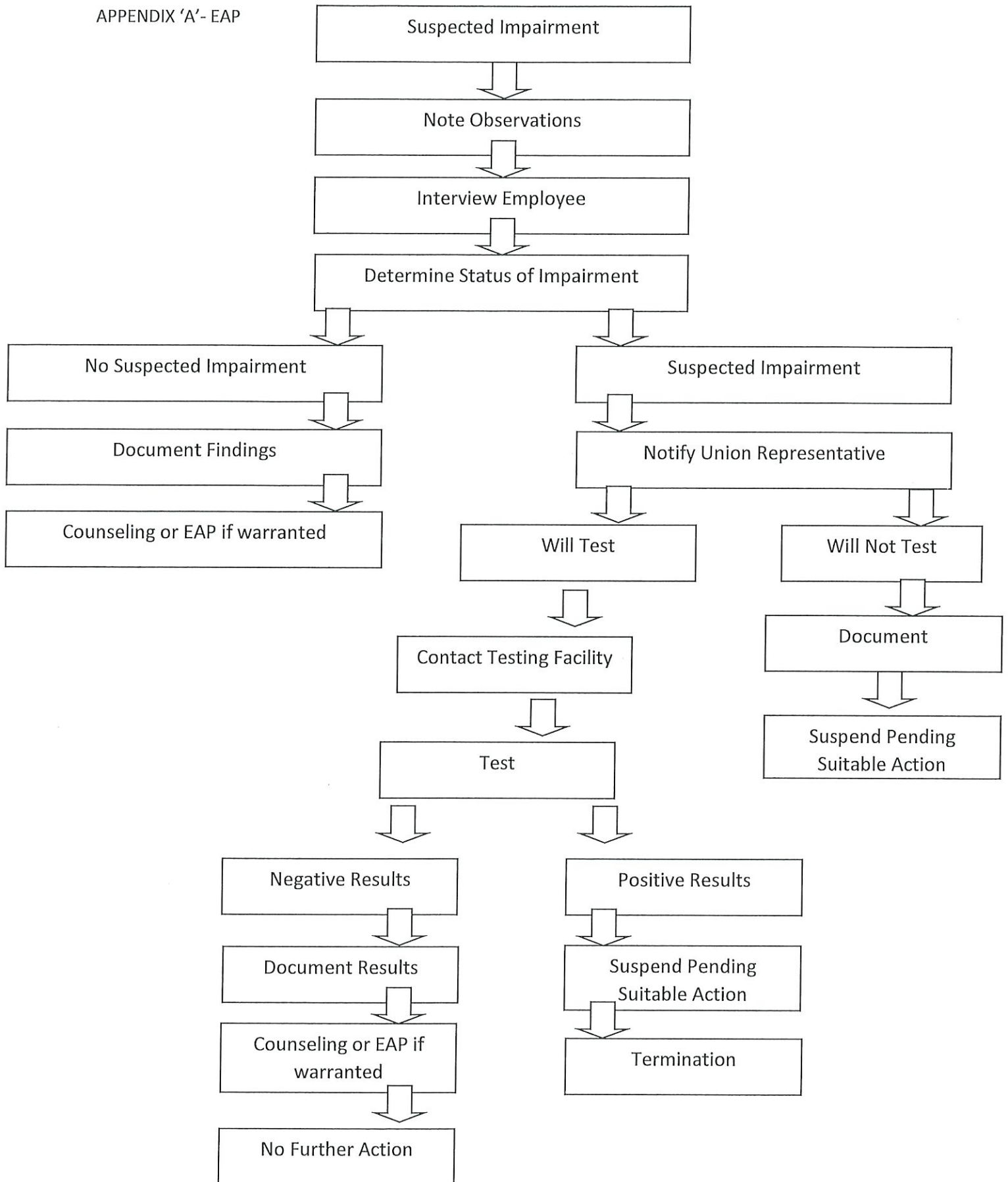
I, _____ (name of employee), agree that, having tested positive for drugs and/or alcohol, I shall adhere to the following conditions for the periods beginning _____ and ending _____ in order to remain employed by the Hanover Township Fire District #3. If I fail to adhere to these conditions, my employment may be terminated.

- a. The employee will be placed on probation for a period of one year.
- b. The employee must become and remain drug and alcohol free.
- c. The employee must meet with an EAP counselor.
- d. The employee must participate in an appropriate treatment program as arranged by the EAP counselor. If the treatment involves in-patient care, then employee may use any accumulated Paid Time Off (PTO). The employee must agree to allow the EAP counselor to monitor them employee's progress with the treatment provider, and to communicate with the District's Business Administrator. The latter requires the employee to sign the necessary forms authorizing release of medical information related to alcohol/ drug conditions.
- e. Following successful completion of the treatment program, the employee must cooperate with the Districts Medical Director by participating in a medical monitoring program which will include periodic unannounced urine blood testing (as appropriate) for a period of time not to exceed the employee's one year probationary period. Any attempt by the employee to submit an adulterated sample will be grounds for termination of employment.
- f. The employee must adhere to District standards regarding job performance, attendance, tardiness and conduct during the probationary period. All requests for vacation, compensatory, and personal leave time must be requested/ scheduled with the employee's supervisor no less than 24 hours in advance unless there is a substantial emergency situation.
- g. If absent, the employee must be evaluated by the District physician, or their designee, and provide a note from the employee's personal physician, if requested. The note will indicate the dates seen by the personal physician, the dates the physician feels the employee could not be at work and the medical diagnosis.
- h. Before returning to work, the employee may be required to achieve a negative result on a drug/alcohol test.
- i. The employee will be given one opportunity to voluntarily admit a relapse to his dependency during any one probationary period. Only after undergoing treatment and testing negative for drugs and alcohol, the employee may return to work and re-start the 12 month probationary period.

Signature

Witness

APPENDIX 'A'- EAP



APPENDIX 'A' – EAP

