



AGREEMENT BETWEEN
THE BOROUGH OF COLLINGSWOOD
AND
CAREER FIRE OFFICERS OF COLLINGSWOOD
IAFF Local 3249
FOR THE YEARS
January 1, 2020 - December 31, 2024

(Signature)

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ARTICLE I

PREAMBLE

This Agreement, entered into this day 8th of March 2021, by and between the Borough of Collingswood, hereinafter referred to as the Employer and the members of the Career Fire Officers, IAFF Local 3249, hereinafter referred to as the Association or Local, has as its purpose the promotion of harmonious relations between the Borough and the Local, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of the Rules and Regulations of the Borough of Collingswood.

ARTICLE II

LEGAL REFERENCE

Nothing contained in this agreement shall alter the authority conferred in by Law, Ordinance, Resolution, or Administrative code, and the Borough's Department Rules and regulations upon any Borough Official or in any way abridge or reduce such authority.

This agreement shall be construed as requiring both the Employer and the employees to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by Law. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any other applicable laws and regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.

If any provision of this agreement or any application of this agreement to any Employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, however, all other provisions or applications shall continue in full force and effect. The provisions of this agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions of State and Local Laws except as such particular provisions of this contract modify existing Local Laws.

ARTICLE III

RECOGNITION

The Borough of Collingswood hereby recognizes IAFF Local 3249 as the exclusive majority representative for all regularly employed fire officers employed by the Borough of Collingswood. The following are excluded from representation: Managerial executives, confidential employees, and supervisors within the meaning of the Act; craft employees, police employees, casual employees, and all other employees employed by the Borough of Collingswood.

The Borough further recognizes the departmental representatives of the Association are to act as a liaison between the Fire Officers and the Borough in all matters pertaining to hours of work, wages, and working conditions and said departmental representatives of the Association, hereinafter referred to as representatives shall be free to meet with authorized representatives of the Borough.

ARTICLE IV

EMPLOYEES RIGHTS AND PRIVILEGES

1. Nothing contained herein shall be construed to deny or restrict any employee such rights as they 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.
2. An employee whose actions may give rise to charges by the Borough or any agent or representative thereof, either disciplinary or criminal, shall be advised prior to any hearing in writing.
3. No employee shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Borough or any agent or representative thereof shall not be made public and shall be subject to the grievance procedure herein set forth.
4. Whenever an employee is required to appear before the Fire Chief or Borough Commissioners, or Borough representative for a hearing concerning any matter which could adversely affect the continuation of that employee in their position, employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reasons for such hearing, and shall be entitled to have a representative of the Local present to advise them and represent them during such hearing.
5. An employee whose actions may give rise to charges by the Borough or any agent or representative thereof, either disciplinary or criminal, shall be advised prior to any hearing in writing.

ARTICLE V

MANAGEMENT RIGHTS

The Borough of Collingswood Board of Commissioners hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

The Executive Management Administrative control of the Borough government and its properties and facilities and 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 Borough.

To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.

The right of management to make, maintain, and amend 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 10 days advance notice to the Employees, to required compliance by the Employees, as recognized.

To hire all Employees and subject to the provisions of to determine their qualifications and conditions of continued employment or assignment and to promote and transfer employees.

To suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

To lay off Employees in the event of lack of work or funds or under conditions where continuation of such work should be inefficient or nonproductive.

The Borough reserves the right with regard to all other conditions of employment not reserved, to make such changes, as it deems desirable and necessary for the efficiency and effective operation of the Department.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules and regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the specific express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities, and authority under S.S. 40A, or any other National, State, County or Local Laws or Regulations.

ARTICLE VI

GRIEVANCE PROCEDURE

Purpose

- A. The purpose of this procedure is to secure, as the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this agreement.
- B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Borough staff.
- C. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any lawful or appropriate or other statutory or legal remedies.

Definition

The term "grievance" means any controversy arising over the interpretation, application, or alleged violation of policies, procedures, agreements and administrative decisions affecting the terms and conditions of employment and shall be raised by the Association on behalf of an individual or group of employees.

Steps of the Grievance Procedure

In order to resolve grievances covered by this agreement between parties, this procedure shall be followed unless any step is waived by mutual consent.

Step One

The Association, on behalf of an aggrieved employee or employees shall institute action under the provisions hereof within Thirty (30) calendar days of the occurrence of the event, giving rise to the grievance. Action shall be instituted by filing a grievance with the Fire Chief with request that the Fire Chief investigate and resolve same. If a resolution of the grievance has not been reached within fifteen (15) working days of the submission to the Fire Chief, the grievance may proceed to Step Two.

Step Two

A. In the event a satisfactory settlement has not been reached at Step One, the Association may, within ten (10) calendar days, file the written grievance with the Borough Administrator. The written grievance at this step shall contain the relevant facts, the applicable section of the agreement allegedly violated, the remedy requested by the Association on behalf of the grievant. The Association shall have the right to expand its written submission at any step of the grievance procedure.

B. The Borough Administrator or the Borough Administrator's designee shall review the matter and make a written determination within ten (10) calendar days from the receipt of the written grievance.

Step Three

In the event the grievance has not been resolved at Step Two, Association may, within ten (10) calendar days, file the grievance with the Borough Commissioners. The Borough Commissioners shall review the matter and make a written determination within thirty (30) Calendar days from the receipt of the written grievance.

Step Four

A. In the event the grievance has not been resolved at Step Three, the Association may, within thirty (30) calendar days of the Borough Commissioners decision, request arbitration. The arbitrator shall be chosen in accordance with the rules of Public Employment Relations Commission (PERC).

B. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by Borough Commissioners.

Arbitration

A. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts relative to the grievance that are presented. In formulating their decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United State where applicable. The arbitrator shall not have the authority to add to, modify, subtract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

B. The costs for services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

C. The Arbitrator shall set forth his findings of fact and reasons for making the award within thirty (30) calendar days after conclusion of the arbitrator hearing unless otherwise agreed to by the parties.

Group Grievances

Group grievances, which shall be defined as those affecting "substantially" all of the members the Association shall be filed by the Association, and the Association only.

ARTICLE VII

DUES CHECK-OFF

1. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S) 52: 14-15,93, as amended.
2. Check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Association and verified by a representative of the Borough, during the month following the filing of such card with the Borough.
3. If during the lifetime of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Borough with written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough with new authorizations from its numbers showing the authorized deduction for each employee, or an official notification on the letterhead of the Association advising of such changed deduction.
4. The Association will provide the necessary "Check-off Authorization" form, and the Association will secure the signatures of its members on the forms and deliver the signed forms to Borough.
5. Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Borough. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9c, as amended.
6. All employees benefiting from the bargaining unit who are not members of the association shall be required to pay a representation fee in lieu of dues for services rendered by the association.
7. The representation fee shall be in the amount equivalent to the regular membership dues, initiation fees and assessments charged by the association to its own members, less the cost of benefits financed through dues and availability only to members of the

association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

8. The association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the association.
9. The association shall be entitled to the representation fee only if membership is available to all employees on an equal basis; and that nothing herein shall be deemed to require any employee to become a member of the association.
10. The Association shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards or the fair share assessment information furnished by the Association to the Borough, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE VIII

REPRESENTATIVES

1. An aggregate of two (2) representatives shall be elected/appointed by the President of the Association each year to represent the Association in grievances with the Employer. The Association shall notify the Borough, in writing, as to the identity of these two (2) elected/appointed representatives before they are actually assigned by the Association to proceed with an investigation into particular matter.
2. These two (2) representatives shall suffer no loss of regular pay or compensatory time while processing grievances.
3. The Borough shall grant the Association reasonable use of the Employer's facilities and equipment for the purpose of conducting Association business in reference to contract negotiations. The Association will hold all responsibility for and all damage to the Employer's facilities and equipment may take place at that time.
4. The Borough agrees to grant time without loss of regular straight time pay to the Executive Delegate and the President of the Association for the purpose of attending the regularly scheduled meetings of the State Association provided that at least seventy-two (72) hours written notice is given to the chief. This shall be provided that no more one scheduled employee is off for this purpose. The Association shall designate, at the beginning of each year the Executive Delegate and the President. It is specifically understood that the employee designated under this section shall switch tours in order to receive pay for the purpose of attending said meetings; and it is also understood that if any meetings occur on a non-scheduled period the employee will receive no pay. It is

provided further that the granting of such leave shall not interfere with the operation of the Department. The numbers of meetings shall not exceed one (1) per month and provided six (6) firefighters remain on duty.

5. The Borough agrees to grant time off for conventions pursuant to N.J.S.A. 40A: 14-177; with the Executive Delegate and the President being off for four (4) days, (total time of the convention meetings), or their alternates.

ARTICLE IX

WORK WEEK

The regular duty schedule will provide a basic workweek of fifty-six (56) hours per week. The employee shall perform his/her duties, as per department guidelines, during each duty tour. The work schedule can be changed at any time with agreement between the Chief, Borough and Union.

24-Hour Shift: (0700 HOURS TO 0700 HOURS)

Each employee will be scheduled to work three (3) twenty-four (24) hour tours of duty within a nine (9) day work cycle. It is mutually agreed that the schedule of workday assignments shall provide each employee with the following pattern of duty tours: One (1) twenty-four (24) hour tour of duty; followed by one (1) twenty-four (24) hour day off period; followed by a second twenty-four (24) hour tour of duty; followed by a second twenty-four (24) hour day off period; followed by a third twenty-four (24) hour tour of duty; followed by four (4) twenty-four (24) hour days off period. It is mutually understood that the Fair Labor Standards Act requires employers to pay overtime compensation to employees in the fire suppression service when more than two hundred four (204) hours are worked within a twenty-seven (27) day work period. To avoid such overtime mandate, the parties further agree that the Fire Chief or his designee will schedule an employee a tour of duty of less than twenty-four (24) hours (twelve (12) hours) within any such twenty-seven (27) day work period. Employees will continue to receive weekly pay computed without reference to actual hours worked under this schedule arrangement, and the weekly pay shall be computed on a yearly average basis.

Time off shall be scheduled in 10 hour, 12 hour or 24 hour periods.

Straight Day Shift: (0800 HOURS TO 1700 HOURS) - 5 DAYS.

Time off shall be scheduled in 4.5hr or 9hr periods.

When a Fire Officer works six (6) consecutive days, he/she shall be granted eighty-seven (87) hours off. When a Fire Officer works five (5) consecutive days, he shall be granted sixty-three (63) hours off. When this is not possible, compensatory time will be granted as above.

1. All Fire Officers are expected to assist any other department in the Borough in an emergency situation, under the direction of the Director of Public Safety and/or the Fire Chief.
2. Employees required to work in excess of their regular shift, with the approval or at the request of the Borough or its designee, shall be afforded pay or compensatory time, at the employee's choice, as compensation computed at a rate of time and one half (1 1/2).
3. The Borough or its designee may recall employees to duty for overtime. Employees recalled to duty shall be compensated for such recall by pay or compensatory time, at the employee's choice, computed at a rate of time and one half 1 (1/2). Employees shall be compensated a minimum of two (2) hour, regardless of actual time recalled to duty.
4. Employees shall be entitled to utilize earned and/or accumulated compensatory time at any date(s) of his/her election with the approval of the Fire Chief. Approval shall be based on staffing requirements and prior time off requests made for said dates and availability of manpower to cover said shifts.
5. Compensatory and holiday time that is not used within the calendar year shall accumulate to the employee's credit from year to year up to a maximum of 480 hours. Employees shall have the option to sell back unused accrued compensatory and/or holiday time, up to but not exceeding eighty-one (81) hours. Monetary payment shall be made the first pay in November of each year.

ARTICLE X

COMPENSATION

It is acknowledged by and between the parties that the regular salaries for the Fire Officers are as follows:

(This salary guide incorporates longevity, clothing allowance (\$1100, effective 2021) and shift differential.)

	2020	2021	2022	2023	2024
Lieutenant Hired Before 1/1/1999	\$95,735	\$98,771	\$100,747	\$102,762	\$104,817
Lieutenant Hired After 1/1/1999	\$89,760	\$92,677	\$94,530	\$96,421	\$98,349
	3%	2%	2%	2%	2%

- A. The Borough agrees to pay the above salaries to the Fire Officers on a bi-weekly basis.
- B. Any Fire Officer that assumes the responsibility of a higher-ranking officer on an acting basis shall receive the salary of the higher rank for the duration of time worked in that position; said assumption of responsibilities shall be approved by the Chief of Department.
- C. At no time shall the Shift Lieutenant's base salary be less than 10% more than the highest paid firefighter's base salary.
- D. At no time shall the Administrative Lieutenant's base salary be less than 10% more than the highest paid Shift Lieutenant's base salary.
- E. At no time shall the Captain's base salary be less than 10% more than the highest paid Administrative Lieutenant's base salary.
- F. All movement on this compensation guide shall be on the employee's calendar each year set forth by this agreement.
- G. Any officer performing the below duty shall be compensated as follows for the additional duties and workload required by said position;
 - The fire investigator will receive a flat fee of \$90 when he/she is called to a scene to complete a fire investigation when he/she is off duty. This will be paid in the regular pay.

- I. Fire Officers understand that not all business can be conducted during their regularly scheduled shift and that in order to maintain a flow and continuity of the Department Operations, Fire Officers are expected to answer phone calls while off duty related to Department Business, create and respond to emails while off duty, as well as other administrative responsibilities. Fire Officers who conduct fire department business outside their regularly scheduled hours shall track the time spent working on timesheets mutually created by the Borough and the Fire Officers, and submit said time sheets to the Borough on a weekly basis. Time spent outside of regular business hours and tracked pursuant to this paragraph shall be paid at time and one half.

ARTICLE XI

RETROACTIVE PAY

It is understood and agreed by all parties to this Agreement that all provisions referred to in this Agreement will be retroactive to January 1, 2020. When this contract has been settled and signed by all parties, all salaries will be adjusted to the current rate of this contract and all monies due will be paid to all employees within thirty (30) days of said signing.

ARTICLE XII

LONGEVITY

(Removed)

ARTICLE XIII

PERSONNEL

The Collingswood Fire Department shall have a minimum of seventeen (17) personnel, to include Firefighter/EMT's, Officers, and a Chief. Per shift, there shall be a minimum of four- (4) Firefighter/EMT's, Officers, and a Chief, or any combination of these, on duty 24 hours a day.

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ARTICLE XIV

VACATION

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:
 - A. Commencing with the seventh (7) month through the first (1) year, fifty-four (54) hours of vacation time.
 - B. Commencing with the second (2) year through the fourth (4) year inclusive, one hundred and eight (108) hours of vacation time.
 - C. Commencing with the fifth (5) year through the eighth (8) year inclusive, one hundred twenty-six (126) hours of vacation time.
 - D. Commencing with the ninth (9) year through the tenth (10) year inclusive, one hundred thirty-five (135) hours of vacation time.
 - E. Commencing with the eleventh (11) year through the twelfth (12) year inclusive, one hundred forty-four (144) hours of vacation time.
 - F. Commencing with the thirteenth (13) year through the fourteenth (14) year inclusive, one hundred sixty-two (162) hours of vacation time.
 - G. Commencing with the fifteenth (15) year through the twentieth (20), two hundred sixteen (216) hours of vacation time.
 - H. Commencing with the twenty-first (21) year and every year thereafter, two hundred forty (240) hours of vacation.
2. Vacation scheduling will be the responsibility of the Fire Chief and shall be granted upon request with priority of dates according to seniority.
3. Vacation time not used will be prorated for the current year and paid to any Fire Officer who is retiring or resigning, in good standing, and will be a part of his final paycheck.
4. Vacation time shall be determined by length of employment as of date of hire.

ARTICLE XV

HOLIDAYS

1. Each Fire Officer covered under this contract shall receive a total of 144 hours of holiday time added to the yearly schedule at the time the schedule is prepared.
2. Day work is equal to nine (9) hours off. Night work is equal to fifteen (15) hours off.
3. Any employee leaving the Borough employment during the course of the year shall be entitled to be paid for the holidays accrued, less any holiday time taken. In the event an Employee is terminated for cause, the employee will not be entitled to accrued paid time off.
4. Vacation and Holiday time will be added together for recordkeeping purposes and called paid time off (PTO)

ARTICLE XVI

SICK LEAVE

- A. All employees shall be granted sick leave per the following schedule:

	<u>24 hr Shift</u>	<u>Day shift</u>
6 months through 2 years employment.....	240 hours	90 hours
3 years through end of 4 years employment.....	360 hours	135 hours
5 years through end of 6 years employment	480 hours	180 hours
7 years through end of 8 years employment ...	720 hours	270 hours
9 years through end of 10 years employment ...	960 hours	360 hours
11 years through end of 12 years employment ...	1200 hours	450 hours
13 years through end of 14 years employment ..	1440 hours	540 hours
15 years through end of 16 years employment	1680 hours	630 hours
17 years through over...	1920 hours	720 hours



Employees with less than 6 months of service may use available vacation, holiday or compensatory time for sick leave.

- B. Sick leave shall be defined as the absence of any Fire Officer from duty because of personal illness, accident, exposure to contagious disease, or other medical need. Sick leave may also be utilized in case of personal illness, accident, exposure to contagious disease, or other medical need of an immediate family member. Any Federal or State Family or Medical Leave law requested and approved by the Borough shall run concurrent with paid sick leave.
- C. If an employee is to be absent for reasons that entitle him/her to sick leave, the calling off employee shall notify the on-duty fire officer at least one (1) hour prior to the scheduled shift, except in cases of extreme emergency, where employee is unable to do so. Failure to make such notification may be cause of denial of the use of sick leave for the absence.
- D. An employee who is absent on sick leave for three (3) or more consecutive shifts shall be required to submit acceptable medical evidence substantiating the illness.
- E. The Borough may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined, at the expense of the Borough, by a physician designated by the Borough. Such examination shall establish whether the employee is capable of performing his/her normal duties and that the return will jeopardize the health or safety of other employees or the public.
- F. An employee shall be provided Hospitalization and medical benefits as agreed in Article XXI and shall only pay the portion as described per Chapter 78 or the agreed percentage of the premium for health benefits while on an approved paid sick leave for up to one year. Once the employee is no longer eligible for paid sick leave because he/she has exhausted sick leave as set forth in Paragraph A and/or their banked sick time, the employee may elect to continue on the Borough's health benefits at the employee's full cost.
- G. Any employee on a non-work-related health condition is eligible to remain an employee of the Borough and utilized his/her sick time as noted in Paragraph A and/or in his [her sick bank up to one year from the initial date of diagnosis/injury. Once the employee's sick time is exhausted, he or she may remain on an unpaid sick leave and shall be fully responsible for the cost of health benefits, if he so elects to continue on the Borough's plan, until the conclusion of the one year from the date of the diagnosis/injury. If the employee is not cleared to return to work at the conclusion of one year, the employee may request an additional six months of unpaid leave unless the leave creates an undue

hardship to the Borough's Fire Department. Employees on a leave under Paragraph G shall not be eligible for any leave time accumulation for the entirety of the leave.

- H. After Sick leave is exhausted, the Employee will utilize their banked sick time and then the available Paid Time Off before applying for Temporary State Disability.
- I. In the event an employee is able to perform the duties of "Light Duty" as described in the Policy Directive, the employee shall not lose any time while performing "Light Duty"
- J. The maternity leave policy of the Borough for non-work-related disability is hereby incorporated herein.

SICK LEAVE SELL BACK

A. Sick Leave Accrual

Sick leave shall only be accruable at the rate of eight (8) days per year, inclusive of days sold back to the Borough. The first eight (8) days of each of the above-mentioned sick leave periods, which are not be used or sold back to the Borough, shall accumulate from year to year to a maximum of \$15,000. Employees that have over \$15,000 of accrued sick time shall be capped at their accrual amount as January 1, 2013, and shall not be able to accrue additional sick time beyond said amount.

B. Yearly Sell Back:

Employees with five years of service or more who annually maintain fifteen days of (15) days of banked sick leave (within a calendar year) may, at the employee's option, sell, at their individual rate of pay eight (8) sick days back to the Borough. However, the number of days that may be sold back to the Borough shall be reduced by the number of sick days taken by the employee in the calendar year. For example, an employee, who is out sick four days during the calendar year shall only be able to sell back four days of sick time. Said "sold" days for a given year shall be paid in a separate payroll check in the first payroll period of the following year after passage of the municipal budget.

Employees hired after 5/21/10 are not eligible for annual sell back of sick leave pursuant to NJSA 40A:9-10.4. However, the Borough will buy back days of the Employee at Retirement.

C. Sell Back for Accrued Bank Time:

Any officer may sell back accrued sick time up to \$10,000. Officers with over \$15,000 who sell back time in their accrued bank shall have their bank reduced by the amount sold back without the ability to re-accrue up to their previous cap. For example, an officer has \$35,000 of accrued time and sells back \$10,000, their new accrual sick bank cap becomes \$25,000. If an officer falls under \$15,000 they may accrue up to the \$15,000 max. Said "sold" days for a given year shall be paid in a separate payroll check in the first payroll period of the following year after passage of the municipal budget.

OTHER SICK TIME PROVISIONS

Calculation of daily rate of pay is the employee's annual salary with longevity divided by 26 and then divided by 10.

At the end of each calendar year, the Fire Chief shall provide a written statement to the Borough of each firefighter's accrued sick leave.

The parties agree that all accumulated sick days up to December 31, 2012 shall be totaled and calculated into a monetary value. At retirement, employees hired before December 21, 2012, shall receive this totaled amount of accrued time, plus any additional time accrued after December 31, 2012, subject to reductions that may result under Paragraph C of this Article which shall be tracked by the Borough in accordance with the formula above, subject to the monetary cap.

Any officer promoted into a position covered under this Agreement after January 1, 2013, who accrued over \$15,000 as a firefighter before the promotion shall be capped at the amount he/she accrued before the promotion. If the promoted officer accrued less than \$15,000 at the time of promotion, he/she will be permitted to accumulate sick time up to \$15,000.

ARTICLE XVII

BEREAVEMENT LEAVE

In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay for six (6) constructive calendar days.

The term "immediate family" shall include, Mother, Father, Mother-in-Law, Father-in-Law, Spouse, Children, Foster Children, and Stepchildren.

Employees will also be excused five (5) days without loss of pay if death occurs to any of the following relatives: Sister, Brother, Step – Mother/Father.

Employees will also be excused three (3) days without loss of pay if death occurs to any of the following relatives: son-in Law, daughter-in-law, Sister-in-Law, or Brother-in-Law, Grandmother or Grandfather, and Grandchild.

Employees will also be excused one (1) day without loss of pay if death occurs to any of the following relatives: Aunt, Uncle, niece and nephew.

Bereavement leaves maybe extended for sufficient cause at the discretion of the Borough or its designee.

ARTICLE XVIII

MILITARY LEAVE

1. Military leave shall be granted pursuant to State and Federal Statutes and Regulations.

ARTICLE XIX

LEAVE OF ABSENCE

1. Leave of Absence without pay shall be granted for good cause to any employee who has been employed for a period of ninety (90) days.
2. Any leave of absence may be extended by the Borough but, not any period to exceed more than one (1) year when added to previously granted leave of absence.
3. During an employee's leave of absence, the Borough will not be responsible to provide the said employee benefits. However, if the employee wishes Health and Dental coverage to be extended to him/her during that leave, the Borough will provide said coverage. The fee for the coverage must be reimbursed by the employee when the Borough is being billed.
4. No reasonable leave of absence request will be denied without good cause.
5. A denied leave may be appealed through the grievance process in Article VI
6. No reasonable short term leave of absence request will be denied without good cause, except that no leave of absence shall be granted to allow the employee to seek employment with a third party.



ARTICLE XX

RETIREMENT, SEPARATION OR DEATH

1. Employees shall retain all pension rights available to them under the applicable laws of the State of New Jersey and the ordinances of the Borough of Collingswood.
2. Employees, hired before January 1, 2012, retiring after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1, or as a result of a disability pension, whether work related or not, shall be paid for all accumulated holidays, accumulated compensatory time, accumulated vacation, and sick leave days, personal leave days as provided in this Agreement. Said payments shall be computed at the rate of pay and prorated at the time of his/her retirement based upon the base annual compensation. Said payment shall be made within thirty (30) days of retirement.
3. Employees, hired after January 1, 2012, retiring after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 and twenty-five (25) years of service with the Borough, or as a result of a disability pension, whether work related or not, shall be paid for all accumulated holidays, accumulated compensatory time, accumulated vacation, and sick leave days as provided in this Agreement. Said payments shall be computed at the rate of pay and prorated at the time of his/her retirement based upon the base annual compensation. Said payment shall be made within thirty (30) days of retirement.
4. In the event of an employee's death, his/her estate or legal representative shall be paid for all accumulated holidays, accumulated compensatory time, vacation, sick leave days and personal leave days, as provided in this Agreement. Payments shall be made at the employee's rate of pay and prorated at the time of his/her death. Said payment shall be made within thirty (30) days of the employee's death.
5. In the event of an employee's separation or termination from service for any reason not set forth in sections 2, 3 and 4 above, all accumulated holidays, accumulated compensatory time, vacation, sick leave and personal leave, shall be paid to the employee, at the employee's rate of pay and prorated, at the time of separation. Said payment shall be paid in one lump sum. Payment shall be made by November 15th of the year of separation or termination. If Termination for cause, accrued time off will not be payable to the employee.
6. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all holiday, vacation, sick leave days, personal leave days accrued shall be payable to the employee's estate or legal representative. Payment for accrued time shall be made within thirty (30) days of the employee's death.
7. Separation shall be defined as a permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, or other temporary leaves.

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8. Death in the Line of Duty – “If a firefighter dies in the line of duty as determined by New Jersey State Law, the surviving spouse and dependents shall be covered by medical benefits until his/her status in life changes (remarried, employment, etc.) or for seven (7) years, whichever is first.”

ARTICLE XXI

HOSPITALIZATION AND MEDICAL BENEFITS

1. All health benefits currently provided to employees and their families by the Borough shall be retained and remain in full force and effect during the term of this Agreement. Any changes in the current plans must be negotiated with both parties. The employees shall not have any reduction in their current coverage.
2. Upon retirement, an employee with twenty-five (25) years of service in the State Pension System will be entitled to fully paid health and dental plan benefits for the retiree, spouse and eligible children for the life the retiree. At the time of retirement, the employee's current coverage (ie. Single, Married, etc.), shall remain for the life of the employee.
3. Co-pays shall be in accordance with the health plan requirements offered by the State Health Benefits program.
4. Officers hired prior to January 1, 2016 upon retirement with twenty-five (25) years of service in the State Pension System and with fifteen (15) years of service with the Borough will be entitled to fully paid health and dental benefits for the retiree, spouse and eligible children for the life of the retiree. At the time of retirement, the employee's current coverage (i.e. Single, Married, etc.) shall remain for the life of the employee. Employees hired after January 1, 2016 shall be entitled to this benefit with twenty-five (25) years of service in the State Pension System and with twenty-five (25) years of service with the Borough.
5. All health benefits currently provided to employees and their families by the Borough shall be retained and remain in full force and effect during the term of this Agreement. Any changes in the current plans must be negotiated with both parties. The employees shall not have any reduction in their current coverage.
6. Upon retirement, an employee with twenty-five (25) years of service in the State Pension System will be entitled to fully paid health and dental plan benefits for the retiree, spouse and eligible children for the life the retiree. At the time of retirement, the employee's current coverage (ie. Single, Married, etc.), shall remain for the life of the employee.

ARTICLE XXII

PENSIONS

1. All employees shall retain all pension rights afforded to them under the Police and Firefighters Retirement System.

ARTICLE XXIII

CLOTHING AND UNIFORM ALLOWANCE AND MAINTENANCE

1. The Borough will issue to all newly hired employees all uniforms and turnout gear according to the clothing allowance as set forth below. All clothing shall meet N.F.P.A. and O.S.H.A. requirements.
2. The Borough will be responsible for the cost of changes in uniform and turnout gear, required by law, and replacing any turnout gear damaged or contaminated in the line of duty.
3. When working in and around stations and grounds, the uniform shirt may be removed (but employee must wear department issued undershirts). The Fire Chief shall determine the proper uniform for the work being performed.
4. The employee will maintain the following at all times.
 - 3 Short Sleeve Shirts
 - 3 Long Sleeve Shirts
 - 3 Pants
 - Approved Coat
 - Approved station shoe/boot

If in the Chief's opinion a station uniform is not presentable, the employee will be required to have it replaced.

Any new hire will be provided with the following:

- 3 Short Sleeve Shirts
- 3 Long Sleeve Shirts
- 3 Pants
- Approved Coat

All employees will be provided with department issued t-shirts, badges, collar brass and Class A dress uniform replacement on an as needed basis at the Chief's discretion.

5. Each Officer shall receive the following dress uniform articles at the completion of their probation period:
 - 1 pair dress pants
 - 1 long sleeve dress shirt
 - 1 short sleeve dress shirt
 - 1 dress blouse/jacket
 - 1 garrison belt
 - 1 bell cap
 - 2 breast badges (1 jacket size, 1 shirt size)
 - 1 black tie
 - 1 tie clip
 - 1 name badge with "serving since" undertag
 - 1 pair jacket collar brass
 - 1 pair shirt collar brass
6. Each officer shall receive one new turnout coat and turnout pants every 5 years on a staggered rotating basis
7. Boots – The Borough will contribute the amount it pays for rubber boots towards the purchase of leather boots by employees who desire to purchase them, limited to one pair every five years.
8. Names – Names will be sewn on the back using Velcro to all members running gear.
9. In 2020, Uniform Allowance was provided as a separate check to Employee's hired before 1/1/12 in the amount of \$1,200 and for Employees hired after 1/1/12 in the amount of \$600.00 per year. As of 01/01/21 this compensation is included in the Base Salary of the Fire Officer.

ARTICLE XXIV

TRAINING

Whenever the Fire Chief requires schooling or training, any duty member that is attending the school/training and any member that covers for on duty personnel shall receive compensation at the rate of one and a half times his regular rate each hour worked. Employees shall have the option of selecting compensatory time off in lieu of payment. Said time shall be credited at one and one half hours for each hour worked.

The time will be returned at the discretion of the Fire Chief, schedule permitting, upon successful completion of the course.

CEU COMPENSATION:

Annual License Incentive: Any employee who obtains and keeps current their Fire Inspector, Fire Official, Fire Sub-Code Official, Fire Investigator, Drill Ground Instructor, Fire Instructor license/certification, or NJ Certified Emergency Manager shall receive a \$300.00 check for each license/certification at the time of the renewal of the license.

All courses must be pre-approved by the Chief of the department.

The Borough will reimburse any employee, college tuition cost for any class that is required to obtain a Fire, EMS, or Public Administration degree or certificate as long as a "C" average or better is achieved. Any non-fire related courses costs shall be returned to the Borough should the employee leave the Borough's employment within five (5) years of the completion of said course(s) with the exception of retirement, death or disability. The Chief of the Department prior to attendance must approve said course(s).

The fire Officer that serves as the Emergency Management position shall receive an annual differential pay of \$300.00.



ARTICLE XXV

PERSONNEL RECORDS

1. 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 Borough or its designee.
2. Upon advance notice and at reasonable times, any employee reviews his/her personnel file. However, this appointment for review must be made through the Fire Chief or his designee.
3. Whenever a written complaint concerning an employee or his/her actions is to be placed in his/her file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut the complaint if he/she so desires.
4. All personnel files will be carefully maintained and safeguarded permanently. Nothing placed in any files shall be removed.
5. Maintenance of personnel files will be in accordance with Archive Laws of the State of New Jersey.

ARTICLE XXVI

BULLETIN BOARD

1. The Borough agrees to supply eight (8) square feet of bulletin board space, within an area accessible to all bargaining unit employees to be exclusively for the use of the Career Fire Officers of Collingswood IAFF Local 3249.

ARTICLE XXVII

SEPARABILITY

Each and every clause of this agreement shall be deemed separate from each and every other clause, to the extent that in the event of any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be in violation, shall be deemed of no force and effect and non-enforceable without impairing the validity and enforceability of the rest of the agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear.

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ARTICLE XXVIII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIX

DRUG TESTING POLICY

1. The members agree to participate in a mutually agreed drug testing policy between the membership and the Borough of Collingswood.
2. Any changes to the drug testing policy shall be negotiated through the membership

ARTICLE XXX

COURT OR DEPOSITIONS

Any time an employee has to attend court or any deposition when scheduled off they shall be compensated as follows: \$115; if the employee is there for more than two (2) hours the employee shall be compensated at one and one-half time their current salary for the time spent at the court or deposition. The employee shall furnish the Chief with the deposition notice.

In the event of an Officer is required to furnish his own transportation for any such appearance, as referred to above, other than for any such appearance in any court agency in Collingswood, he shall be compensated for mileage at the rate of Seventeen (\$.17) per mile, less any compensation received by him from any other source for such travel expenses.

The compensation provided for the above shall be paid in the pay check issued on the first pay day following the month in which same has been earned and indicated as court time on the check stub.

ARTICLE XXXI

LEGAL AID

- A. In Civil Actions, the Borough agrees to defend and to satisfy any judgment, which may be rendered against any employee for the action arising out of his employment with the Borough.
- B. The Borough will comply with N.J.S.A. 40A: 14-155 with respect to defense of employees in action or legal proceedings arising out of or incidental to the performance of his duties.
- C. In the event an employee is paid for cost of his defense, pertaining to a charge arising from the performance of his duties, under N.J.S.A. 40A: 14-155, the "cost of defense" shall be deemed to include filing fees.

ARTICLE XXXII

COMMUNICABLE DISEASE

Any employee who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident or investigation reports shall be used to validate or challenge such claims.

1550 SN

ARTICLE XXXIII

DURATION, TERM AND RENEWAL

This Agreement shall be effective ^{January 1st 2020} ~~November 8, 2021~~ and shall remain in full force and in effect January 1, 2020 through December 31, 2024 without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred and fifty 150 days nor no later than one hundred and twenty 120 days prior to the expiration of this agreement of a desire to change, modify, or terminate this agreement.

OTHER TERMS NEGOTIATED-ARTICLE NUMBER TO BE DETERMINED

In the event of an emergency, full-time career firefighters shall have the right of first refusal for overtime purposes. This provision does not apply to instances for which the part-time employees were hired, including, but not limited to filling in for vacations, sick leave and other leaves of absence from the Borough.

IN WITNESS WHEREOF, the parties have hereto their hands and seals at the Borough of Collingswood, New Jersey on this 8 day of November,

Any proposals raised, discussed or otherwise dealt with during negotiations, which are not included herein are deemed to be withdrawn.

By signing this Contract, I understand the terms, as set forth above, resolve any and all outstanding issues with respect to the understanding between the Local and the Borough for the years 2020-2024, pursuant to a tentative agreement reached between the parties on October 4th, 2021.

It is further understood, that this Contract is contingent upon ratification by the Local and approval of the Borough Commission, and will be invalid and unenforceable if not ratified.

[Signature] 11/8/21
Union Representative Dated:

[Signature]
Borough Representative Dated:

[Signature] 11/8/21
Union Representative Dated:

[Signature]
Borough Representative Dated:

(1538) SN

ADDENDUM "A"

DRUG POLICY

Section 1. Policy

1-1. Identification and Rehabilitation of Drug Users. This Policy establishes uniform procedures for the administration of screening tests to identify and control the use of drugs by all fire department members in the Collingswood Fire Department (hereinafter "Fire Department"). The purpose of this Policy is to provide for voluntary recognition and rehabilitation of drug users. It is also intended for those who have not yet recognized that they have a problem. As to these individuals, the Fire Department will identify them and provide an opportunity for rehabilitation.

1-2. Applicability of Policy. This Policy applies to all personnel under the Fire Department collective bargaining agreement with the Local 108's Firemen's Mutual Benevolent Association, (hereinafter the "Union"). This Policy supersedes all prior policies and ordinances on this subject matter.

1-3. Testing for Drugs. The Borough Of Collingswood (hereinafter the "Borough") intends to test for drugs which have a high potential for abuse, or have no medical use, or no safe protocol for such use. The drugs for which members will be tested are limited to those specifically enumerated in this Policy.

Section 2. Purpose

2-1. Elimination of Drug Use. The Fire Department's responsibility is to insure that those members employed in the Borough's Fire Department are not involved in the use, abuse or distribution of drugs, for the safety of the general community and fellow members.

2-2. This Policy takes cognizance of member rights under the Constitution of the United States of America and the Constitution of the State of New Jersey and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

2-3. Monitoring Members for Drugs. This Policy is established to help combat the national epidemic in the illegal use of and trafficking in drugs. It is adopted to rationally foster the Borough's efficient operation of its Fire Department and to establish a reasonable and uniform system for the Borough to monitor its fire department members for drug use.

2-4. Identifying Drug Users. Another purpose of this Policy is to identify fire department members who do not recognize that they have a dependency, require that they enter a rehabilitation program as a condition of continued employment, and provide them with opportunities to attend such a program.

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2-5. Assistance to Drug Users. It is not the purpose of this Policy to punish fire department members. Its purpose is to help addicted members recognize that they have a dependency and encourage them to voluntarily enter a rehabilitation program.

2-6. Necessity for Policy. This Policy is necessary for the following reasons:

- (a) to preserve and protect the integrity and personnel of the Borough's Fire Department;
- (b) to guard against the harmful consequences to the public good caused by the use of or trafficking in drugs by fire department members;
- (c) to preserve and maintain a high degree of public confidence in all those charged with upholding public order and safety;
- (d) to assist fire department members who do and those who do not recognize that they have a dependency; and
- (e) to offer them opportunities for rehabilitation so that the Borough does not lose valuable trained personnel.

Section 3. Definitions

3-1. The following definitions are provided for certain key terms used in this Policy.

- (a) Abuscreen (on-line) - Immunoassay Procedure - An initial drug screen used to detect the presence of drugs.
- (b) Applicants - Any person who has entered into the employment process for the position of firefighter and any person who is in the process of being rehired for this position.
- (c) Drug Test - A urinalysis test administered under the conditions and procedures established by this Policy to detect the presence of drugs.
- (d) GC/MS - Gas chromatography/mass spectrometry; a confirmatory test to confirm the presence of drugs, which will always be used to confirm an initial positive drug screen.
- (e) Laboratory - Contractor designated by the Borough or Union (if second test is requested) to conduct drug screening tests for the purpose of detecting the presence of drugs. No contractor will be used which is not

approved by the National Institute on Drug Abuse (NIDA). A copy of such license and approval shall be provided to the FMBA Local 108 prior to the commencement of testing.

- (f) Positive Test Result - A positive test result is one obtained by the GC/MS confirmatory test.
- (g) Collector- An agency designated by the Borough to collect samples.
- (h) Working Days- Means the individual shift officer or firefighter' working tour.
- (i) Union Representatives- Individual(s) belonging to a designated fire fighting union.
- (j) Specific Drugs- Cocaine, Marijuana, Amphetamines, Opiates, Phencyclidine

Section 4. General Rules

4-1. Possession and Use of Drugs Prohibited. Fire department members shall not possess or use any drugs while on or off duty, unless properly prescribed by a licensed physician or dentist or unless properly used as a non-prescription medication according to its labeling directions.

4-2. Reports of Drug Use. Any Fire department members who has a reasonable individualized belief that a fire department members or other member of the Fire Department is using or trafficking in drugs, shall immediately file a report to the Fire Chief of all facts and circumstances, plus corroborating witnesses, if any, which cause the member to believe that the individual is engaging in such activities. All such reports shall be in writing and shall be forwarded directly to the Chief, who shall maintain their confidentiality. To prevent unfounded claims, no allegations of drug use or trafficking will be investigated until the member(s) making these allegations have submitted such a report.

4-3. Use of Prescription and Non-Prescription Medications. Any member who is using any non-prescribed medication, which the member reasonably believes will impair his/her ability to function effectively or safely, must notify his/her immediate Supervisor prior to the start of the work tour. The report must identify the medication, possible side effects, if prescribed, the name of the person prescribing the medication and the illness or injury being treated. Based on the information provided and the potential effects of the medication, the immediate supervisor may require the member to report off work on sick leave until such time as a competent medical authority determines that the member is fit for duty. Any member taking any medication shall be responsible to identify any possible side effects.

4-4. Admission of Drug Use. In the event a member prior to being tested admits to drug use, except immediately prior to testing, the member shall be afforded the benefits provided by Sections 14 through 15 of this Policy.

Section 5. Method of Implementation

5-1. Testing Applicants for Drugs. All applicants for the position of firefighter/EMT shall be tested for drug use as part of their pre-employment screening process.

- (a) The refusal or failure of any applicant to submit a urine sample for testing, when required to do so, shall result in the applicant's rejection for the position.
- (b) A positive test result for any illegal drug shall result in the applicant's rejection for the position of firefighter.

5-2. Testing Members for Drugs. The Borough has the right to test permanently and probationary appointed fire department members for drug use only when:

- (a) there exists a reasonable, individualized belief that a particular member is under the influence of or impaired by drugs and such belief is memorialized in a report submitted pursuant to Section 4-2 of this policy;
- (b) there is a vehicular accident while on duty and with a Fire Department vehicle, only if the officer on duty or Chief sees fit that the individual be tested for drugs and the individual's conduct in the accident, based on eyewitness reports, raises a reasonable individualized belief that the individual's use of drugs was a contributing factor to the accident;
- (c) the member has been charged with a drug-related criminal offense;
- (d) A random test is done through a company that is NIDA certified and a collector that complies with the guidelines **of this policy**.
- (e) Return to duty and/or as required by the EAP Professional

5-3 Scheduling of Drug Tests. Fire department members will be tested only when they are on duty

5-4. Reasonable Individualized Belief to Test for Drugs. The term "reasonable individualized belief" means a belief that a particular member is under the influence of or impaired by drugs which belief is based upon:

- (a) objective facts that the individual is exhibiting the established and generally recognized signs and symptoms of drug abuse;
- (b) which facts are derived from direct observations of that individual's appearance, speech, behavior, odor of breath, responses to questioning, other objective observations, and all reasonable inferences that can be drawn from such observations; and
- (c) which observations are made by an observer who has knowledge of and has received training in identifying the signs and symptoms of drug abuse.

5-5. Vehicular Accident as Justification for Drug Test. The Borough also reserves the right to require that a member undergo drug testing, and be readily available for such testing, when:

- (a) the fire department member is involved in a vehicular accident while on duty and with a Fire Department vehicle and the on duty officer or chief feel the individual should be subject to a drug test;
- (b) based on reports from eyewitness observers of the accident, there is a reasonable individualized belief, from the fire department member's conduct in the accident, that his/her use of drugs was a contributing factor to the accident;
- (c) the member receives a citation or there is an injury to any party which results in transportation to a hospital emergency room or a fatality;
- (d) one or more motor vehicles incur disabling damage as a result of the accident that requires the vehicle to be transported away from the scene.

5-6. Criminal Charges as Justification for Drug Test. Whenever a fire department member is arrested and probable cause is found by a court of competent jurisdiction to charge the individual with a drug or drug-related offense under any State or federal criminal law, the Borough will require that the individual submit to a drug test in accordance with the provisions of this Policy.

Section 6. Notification of Drug Screening Program

6-1. Individual Member Notices. A copy of this Policy will be distributed to each fire department member, along with a written notice stating the date on which this Policy will

become effective. Receipt of this Policy and its accompanying notice will be acknowledged by each fire department member in writing and placed in the individual's personnel file. If the individual refuses to sign the acknowledgment, the individual's supervisor shall note on the acknowledgment form that the individual received a copy of this Policy and accompanying notice.

Posting of Notice. A copy of this Policy and the notice provided by this paragraph will also be posted in all locations where notices to fire department members are regularly posted. This Policy shall not become effective until at least sixty (60) days after it has been posted and all fire department members have received a copy of it.

Section 7. Voluntary Identification

7-1. Upon adoption of this policy any member voluntarily seeking assistance with a possible drug problem shall submit to a drug test in accordance with this policy. If drug test returns positive, this would not count as a first offence as long as the employee completes the EAP program and if deemed necessary, adheres to Section 15-1 (a), second paragraph.

Section 8. Fire department members and Union Rights

8-1. Entitlement to Rights and Protections. When the facts support a reasonable, individualized belief that a fire department member is a drug abuser, the Borough has the right to require that the individual submit without delay to a urinalysis test during the investigation of suspected drug use, and during the urine sampling and testing process, the individual is entitled to certain rights and protections as described in this Section.

8-2. Training of Supervisors to Identify Drug Abuse. Training will be given so that supervisors are knowledgeable in identifying the signs and symptoms of drug abuse upon which a reasonable, individualized belief must be based. This training program will be repeated at least once in every twelve-month period. The Borough has sole discretion to determine the content and all other aspects of this training.

8-3. Training of Fire Department Members. The Chief shall select a sufficient number of fire officers/fire department members from the different shifts and tours in the Fire Department so that at least one fire department member assigned to each shift on each tour are trained to participate in identification of the signs and symptoms of drug abuse. This training program shall be repeated at least once in every twelve (12) month period. The Borough has sole discretion to determine the content and all other aspects of this training program. The Borough is free, in its sole discretion, to provide this training to all fire officers/fire department members

8-4. Use of Union Representatives. These representatives from the State FMBA can be used as Local 108's representatives for the supervisor's conference with any individual under suspicion of drug use and for the urine sampling procedures.

8-5. Laboratory Licensing and Other Qualifications. The Borough will not contract with any laboratory which is not NIDA-approved and does not agree to comply with all the procedures provided by this Policy which are applicable to the Borough's drug testing laboratory. Specifically, but not limiting the foregoing, the Borough will not contract with any laboratory which does not have adequate facilities and procedures to identify and maintain the chain of custody of urine samples in compliance with established and generally recognized standards in the industry and in compliance with the specific chain of custody procedures provided by this Policy.

These qualifications and requirements are equally applicable to the laboratory selected by the Union.

8-6. Limitations on Drug Testing. Fire department members will not be subjected to urine testing for the presence of drugs except in those four situations enumerated in Section 5-2.

8-7. Supervisor's Observations of Suspected Individual. A reasonable, individualized belief that a fire department member is under the influence of or impaired by drugs shall be based upon the trained supervisor's personal observations. Additional documentation such as incident reports, attendance and tardiness records, safety reports, and the like, may also be considered in forming the basis for a reasonable, individualized belief. However, such documentation cannot be used as a substitute for a trained supervisor's direct observations of the individual.

8-8. Meeting with Suspected Individual. If the supervisor's initial observations cause him to suspect that the individual is under the influence or impaired by drugs, the supervisor shall initially meet with the fire officer or firefighter and advise:

- (a) that the individual is under suspicion of drug abuse;
 - (d) that the purpose of the meeting is to determine whether there is a reasonable, individualized cause to believe that the individual is abusing drugs; and
 - (e) that the individual has a right to Union representation and/or fire department member at this meeting.
- (d) a test may be required in section 5-2 (a)

The Borough is free to have more than one supervisor attend this meeting and observe the individual who is under suspicion.

8-9. Right to Union Representation. If the individual exercises his right to Union representation at this meeting, the supervisor shall immediately notify any available Union representative and shall not proceed with the meeting until after the Union representative is afforded a reasonable amount of time (not to exceed one hour) to arrive at the meeting. The Union representative is obligated to arrive at the meeting as quickly as is reasonably possible under the circumstances.

Whenever a fire department member is ordered to submit to a drug test, the individual has a right to have a Union representative or fire department member present during the entire procedures for the providing of a urine sample(s) as established by this Policy.

8-10. Multiple Urine Samples and Tests. The fire department member to be tested has the right to give a second urine sample at the same time that an initial sample is given for testing by the Borough's laboratory. This second sample shall be kept frozen by the Borough's laboratory for a period of six (6) months and, upon request by the individual or Union, will be transported by the Borough's laboratory for testing by another MDA-approved laboratory selected and approved by the Borough and by the Union. The Borough must bear all the costs of having this second sample tested.

To insure the accuracy of test results, if the first urine sample the individual provided for testing by the Borough's laboratory tests positive in the initial EMIT test, then the Borough's laboratory must perform a second, confirmatory, test on the sample as provided by this Policy. If the initial EMIT test is negative, then no further testing will be conducted. The Borough is to pay for the cost of this testing.

If the first urine sample that the individual provided for testing by the Borough's laboratory tests positive in the confirmation test, then the individual or Union also is entitled to have all the laboratory reports and other supporting documentation and scientific data from this positive test made available by the Borough's laboratory to the Union's expert or laboratory for analysis. The individual or Union can also have the remaining portion of this positive sample tested again at the Union's laboratory. All the costs for the Union's expert and for the re-testing of this positive sample at the Union's laboratory must be borne by the Union or individual.

The individual will submit one sample for testing. The sample will be submitted for the Borough's laboratory, and split into two samples, the second of which, at the individuals or Union's election, will be transported by the Borough's laboratory for testing at the Union's laboratory. Further, if the first sample provided to the Borough's laboratory tests positive, then, at the individuals or Union's election, the remaining portion of this positive sample must be made available to the Union's laboratory for further testing.

Section 9. Materials, Methods and Procedures for Urine Sampling

9-1. Urine Sampling Materials. In order to maintain the integrity and identity of the urine specimen, the contracted company shall use a Specimen Security System Kit. This system includes the following materials to insure proper chain of custody:

- (a) Chain of custody bag.
- (b) Specimen bottle.
- (c) Specimen cap.
- (d) Chain of custody form.
- (e) Drug test request form.

In addition, the following materials shall be used during the urine sampling procedure:

- i. Medical questionnaire form. On this form the individual being tested shall clearly describe, to the best of his recollection, all drugs, both prescription and non-prescription, ingested during the prior thirty (30) days and any special medical condition or problem the individual is then suffering.
- ii. Evidence tape. This tape must be the type that will securely fasten a glassine envelope and that can be written-on with pen or ink which will not smudge or rub off.
- iii. Transportation bag. The transportation bag shall be a large clear glassine envelope, with a locking closure top so that it can be secured with tape. It should be of the type often used by police departments to secure physical evidence.

A notice shall also be securely fastened with tape or otherwise on the side of the transportation bag. The notice shall state:

- (a) That urine samples for drug testing are enclosed;
- (b) That chain of custody procedures must be maintained at all times for all samples; and
- (c) That the seal is not to be broken except by designated personnel at the testing laboratory.

The notice shall also include the address of the Borough's laboratory, its designated agent, the address of the Fire Department and its designated agent

A "secure" refrigerator. A refrigerator with a door lock installed at the time of manufacture or with a door which can be secured with a chain lock or similar device wrapped around or otherwise attached to the door, which refrigerator is located in a room as near as possible to the urine sampling site in the same building, which room has only one door with a lock.

9-2. Sampling Site. Urine samples will be taken at Fire Department Headquarters or any other secure site selected by the Borough within the Borough of Collingswood.

9-3. Attendees at Sampling Procedures. In addition to the individual being sampled, the following individuals may be present at all times during the preparation for and voiding of the urine sample(s) and its(their) securing for chain of custody purposes:

- (a) A Union representative
- (b) Designated worker taking the samples
- (c) Fire Department Chief
- (d) Borough representative

No unauthorized individuals may be present during the urine sampling procedure.

9-4. Functions of Attendees at Urine Sampling.

- (a) Union representative and shift supervisor. For the taking of a urine Sample(s) the Union representatives are:
 - i. to be present as witnesses during the entire procedure for taking the urine sample(s), including preliminary procedures when chain of custody forms are prepared and the empty sample bottle is examined, the actual voiding of the sample, identifying the sample bottle, securing it for subsequent testing and completing the chain of custody for it up to the point when it is taken by the messenger for transport to the Borough's testing laboratory;
 - ii. to consult with the Borough/Fire Department representative to insure that all the procedures established by this Policy for taking, identifying, initiating a chain of custody, and securing the urine sample(s) for transport to the Borough's testing laboratory are all fully and strictly complied with;
 - iii. to generally insure that in completing these procedures the Borough's laboratory follows and complies fully with this Policy;
 - iv. to acknowledge (i), (ii) and (iii) through their initialing of various forms, reports and other items provided by this Policy; and

- v. to perform whatever specific tasks are assigned to them in this Section

The Borough/Fire Department representative is generally responsible for insuring that all participants in the sampling procedure fully cooperate and that each and every step of the preliminary procedures at the sampling site, the procedures for providing the urine sample, for securing the specimen bottle, and for transporting the specimen to the Borough's testing laboratory, are all fully and completely executed.

If a question arises as to whether a fatal flaw, as that term is defined herein, has occurred in any of these procedures, the Borough/Fire Department representative, in consulting with the Union representative, , shall determine whether to void the procedures and begin again. If such voiding occurs, the Borough's representative, in consultation and agreement with these other individuals, must prepare a complete report of the facts and circumstances which resulted in such voiding.

9-5. Preliminary Procedures at Sampling Site.

- (a) The fire department member shall provide the urine sample in a bathroom.

All other procedures shall take place in a private office or conference room at the sampling site as near as possible to the bathroom.

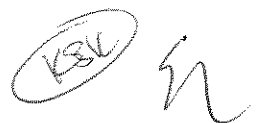
- (b) The fire department member will provide the collector with a photo identification card to verify the fire department member's identity.
- (c) The participants listed in Section 9-3 above shall meet in a private office or conference room. The unopened chain of custody kit shall be presented to the individual to be tested. The kit shall be opened by the designated member of the contracted agency in the presence of all individuals. All those present will inspect the contents of the kit to make sure that it was not tampered with. In addition, all the other materials used for the sampling procedure, as identified in Section 9-1 above, shall be inspected by all present.
- (d) All the contents of the chain of custody kit and all the other materials used for the sampling procedure shall be placed on a table or desk and remain in full view of all. The individual being tested shall complete all forms contained in the kit, plus the medical questionnaire, in front of all persons present. The individual is also to put his initials and Social Security number on all forms. All forms are to be kept in the office or conference room in the custody of the Borough/Fire Department representative.

- (e) The individual to be tested shall then be advised by the Borough/Fire Department representative, in the presence of everyone, that:
- i. He/she has the option to submit two samples;
 - ii. Both samples will be acquired according to the procedures outlined herein;
 - iii. Both samples will be forwarded to the Borough's designated laboratory or other NIDA-certified laboratory selected by the Borough;
 - iv. One sample will be tested as soon as possible, The other will be stored in a frozen state for six (6) months by the Borough's laboratory;
 - v. The Borough's laboratory shall maintain chain of custody for this second sample during the six-month period; and
 - vi. This second sample, at the request of the individual or Union, shall be sent to another laboratory selected by the Union and agreed upon by the Borough for testing.
- (f) The individual being tested will further be advised by the Borough/Fire Department representative that if the first urine sample tests positive, both in initial and confirming tests, then the Borough's laboratory will keep the remaining portion of the sample, along with all chain of custody documents and all records of the testing procedures, secured, stored and preserved for six months. The Borough's laboratory will make the sample and all the supporting documentation available, at the individuals or Union's request, to the Union's expert and/or laboratory for further testing, analysis and review.
- (g) The individual will then be advised by the Borough/Fire Department representative that if his/her initial sample tests positive, he/she will be notified as quickly as possible by telephone.
- (h) After the individual to be tested has been advised of all his/her rights, the contracted member shall check the nearest bathroom to the office or conference room and insure that it is vacant. The sampling procedure cannot begin until the bathroom is vacant. During the giving of the sample, the collector shall insure that the bathroom remains vacant.

- (i) The individual to be tested shall then walk into the bathroom alone. Only the specimen bottle and specimen cap shall be taken into the bathroom, carried by member being tested. The Borough/Fire Department/contracted member shall remain in the office or conference room in custody of the remainder of the kit and other materials.
- (j) Upon the individuals identified in paragraph (i) leaving the office or conference room, the preliminary procedures at the sampling site will have been completed. Failure to precisely follow any of these procedures listed above shall constitute fatal flaw to these procedures. If such a flaw occurs, the procedure shall be voided and must begin again.

9-6. Procedures for Providing Urine Sample.

- (a) The individual to be tested shall wash and dry his/her hands prior to urination.
- (b) The specimen bottle shall be given by contracted member to the individual to be tested, who shall open the top of the specimen bottle in the presence of everyone. Everyone shall inspect the bottle and cap.
- (c) To deter dilution of the specimen, toilet bluing agents shall be placed in toilet tanks whenever possible and no other source of water shall be in the enclosure where urination occurs.
- (d) In private, the individual shall urinate in the bottle sufficiently to fill the bottle up to the mark indicated. If the specimen bottle contains no mark, the individual shall fill the bottle sufficiently for the laboratory to perform an accurate test (approximately sixty (60) milliliters).
- (e) After urination, the individual shall securely place the specimen cap back on the specimen bottle in the bathroom, and hand it to the contracted member, who shall check, in the presence of all, to insure that the cap is secure.
- (f) The label on the specimen bottle shall contain a thermometer for reading the temperature of the sample contained therein. If a different type of specimen bottle is used, a temperature-measuring device shall be used to measure the temperature of the sample. The temperature-measuring device must accurately reflect the sample temperature while not contaminating the specimen. The time from urination to temperature measurement shall not exceed four (4) minutes. The temperature measurement shall be completed in a designated room.
- (g) In the presence of all, the contracted member shall verify that the



temperature of the sample falls between 90 and 100 degrees Fahrenheit, and shall show such verification to all present. Upon return to the office or conference room, the contracted member who verifies the temperature of the sample must prepare a report, to be placed in the chain of custody bag, confirming that temperature verification was performed. All present must initial the report, and the individual being tested shall place his/her initials and Social Security number on it, thereby evidencing that all present agree with the report.

- (h) Upon completion of the above the procedures for the actual providing of the urine sample are completed. Failure to precisely follow any of these procedures listed above shall constitute a fatal flaw to the providing of the sample. If such a flaw occurs, the sample shall be voided and the sampling procedure must begin again.

9-7. Procedures for securing specimen bottle.

- (a) In front of all those present, the contracted member shall take the numbered tab off the chain of custody form and place it on the side of the specimen bottle.
- (b) The security tape at the top of the chain of custody form shall be pulled off and placed around the specimen bottle by wrapping the tape up one side of the bottle, over the cap top and down the other side of the bottle.
- (c) The individual to be tested shall initial the tape and place his/her Social Security number on it.
- (d) The individual shall re-inspect all the forms he/she previously filled-out to be sure that no tampering or changing of them occurred and shall verbally advise that they are correct. The individual's continuation of the procedure shall be a further admission that the forms, as he/she originally filled them out, are complete and correct.
- (e) The contracted member shall place the specimen bottle and the original copy of the chain of custody form, medical questionnaire form, drug test request form, and temperature verification report, in the plastic chain of custody bag and seal the bag with evidence tape. He shall then write the chain of custody form number on the tape seal. All those present shall initial the seal on the bag and the individual to be tested shall place his/her initials and Social Security number on the tape seal.
- (f) The specimen will then be stored in a secured manner and transported



to the designated lab.

- (g) In everyone's presence, the transportation bag is sealed with evidence tape and the contracted member shall then write the chain of custody form number on the tape seal. In everyone's presence, all shall initial the seal. The individual to be tested then also places his/her initials and Social Security number on the seal.
- (h) The procedures for securing the urine specimen bottle are now completed. Failure to precisely follow any of the procedures listed above shall constitute a fatal flaw to these procedures. If such a flaw occurs, the sample shall be voided and the sampling procedure must begin again.

9-8. Procedures for Transporting Specimen.

- (a) Once the transportation bag has been placed in the custody of the collector the samples will be forwarded securely for testing.
- (b) Upon receipt of the transportation bag, the Borough's laboratory shall inspect the security seal to insure that it has not been tampered with and shall record, in its chain custody records, all the initials, the Social Security number and chain of custody form number on the seal tape. The laboratory shall similarly inspect the chain of custody bag security seal and the specimen bottle seal and shall record, in its chain of custody records, all the initials, Social Security number and chain of custody form number on these seals and bottle.
- (c) The Borough's laboratory shall prepare a report, as part of its chain of custody records, of the date and time the transportation bag was received, the name of the messenger from whom it was received, his/her employer's name and address and that the seals on the transportation bag, chain of custody bag and specimen bottle were not broken. This report shall also include the initials, social security number and chain of custody form number from the security tape on both bags and the specimen bottle.
- (d) The member at the Borough's laboratory who personally receives the transportation bag, and performs the inspection of the seals, shall prepare this report and sign it. This report shall be maintained in the laboratory's chain of custody records and shall be forwarded to the Chief of the Fire Department immediately upon its completion.
- (e) The sample must have been picked up for transport to the laboratory within four hours after the sample was taken. Failure to comply with this time limit or failure to precisely follow any of the procedures listed above shall

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constitute a fatal flaw to the transportation of the sample(s) to the testing laboratory. If such a flaw occurs, the sample shall be voided and the sampling procedure must begin again.

Section 10. Methods and Procedures for Drug Testing

10-1. Borough's Laboratory for Drug Testing. The Borough may choose a laboratory for both the initial screening and confirmation analysis of urine samples under this Policy, provided it is approved by the Union, which approval cannot be unreasonably withheld. The Borough may designate and contract with any testing laboratory as long as it is NIDA-approved, licensed by the New Jersey Department of Health and agrees to comply with all the provisions of this Policy relevant to it as the Borough's testing laboratory.

10-2. Prohibited Drugs. Testing shall be limited to the following drugs: cocaine, marijuana, amphetamines, opiates, and phencyclidines. A fire department member may only be tested for those drugs listed above. At the time of contracting, **the laboratory** shall be notified in writing by the Borough which drugs are to be tested-for and what the NIDA cutoff levels for testing for the presence of each drug are to be used.

10-3. Laboratory Chain of Custody. Prior to contracting, the Borough laboratory must submit to the Union, its internal chain of custody procedures and certify that they comply with NIDA's guidelines. The Borough will not contract with the laboratory unless it receives such certification, copies of which must be provided to the Union.

At the time of contracting, the laboratory shall be notified in writing by the Borough that chain of custody procedures must be strictly maintained for all urine samples.

10-4. Maintenance of Laboratory Records. The laboratory will be similarly notified in writing by the Borough that whenever a urine sample tests positive, the laboratory must retain, for at least six months, the following information:

- (a) all forms, reports and other documents relating to the chain of custody;
- (b) all background reports, data, analyses, computer printouts, other scientific records and the like, upon which the test results are based; and
- (b) all other reports, documentation or records of any kind prepared by laboratory personnel relating to the taking of the urine sample, chain of custody and testing of it.

10-5 Laboratory's Retention of Positive Urine Sample. The laboratory will be notified in writing by the Borough that the remaining portion of any positive urine sample must be properly preserved, stored in a frozen state and secured for a period of at least six months. Upon written request by the Union or the individual tested, the sample and all their other

material described in paragraph 4 above must be made available by the Borough's laboratory for further testing review and analysis by an expert and/or laboratory selected by the Union. Upon written request by the Borough, the Union, or the individual tested, the Borough's laboratory may be notified to retain all these materials for a longer period of time beyond six (6) months but not to exceed two (2) years.

10-6. Drug Screening Tests. The drug-specific screening test will consist of two components for all testing under this Policy:

- (a) The initial test of each urine sample shall employ a methodology different from the secondary confirmation test. The initial test will be Abuscreen (on-line) immunoassay procedure.
- (b) A secondary confirmation test of any positive findings of specific drugs will be conducted using the gas chromatography, mass spectrometry test (GC~MS).

At the time of contracting, the Borough will notify the laboratory in writing that it must use these two testing methods and that no urine sample is to be considered positive for drugs unless it is confirmed positive by the GC/MS method.

10-7. Cutoff Levels. The Cutoff Level is the concentration limit actually used to measure urine samples. A sample which measures below the cutoff limits established by NIDA will be considered negative.

A positive result shall be reported only when a shift officer/firefighter's confirmatory test reveals that one or more of the drugs listed in Section 12-2 of this Policy is present in an amount equal to or greater than the NIDA cutoff level for that drug.

10-8. Negative Test Results. If a sample tests negative at any point, screening or confirmation, it shall be considered negative. Test results shall not be considered positive unless confirmed as such by GC/MS.

10-9. Positive Test Results. If a sample tests positive, the Borough's laboratory will make provisions to properly preserve, store and secure for six (6) months the remaining contents of the original urine specimen and all computer printouts, analyses, scientific reports, and all documentation, including the laboratory's chain of custody documentation, relating to the test.

The Borough's laboratory will make available to the Union's expert and/or laboratory the remaining contents of the specimen for further testing, along with all records or other documentation of the primary and secondary confirmation tests performed and the laboratory's chain of custody documentation.

Section 11. Reporting Drug Test Results

11-1. Contents of Laboratory's Reports. The Borough's laboratory will report test results only as to those specific drugs listed in Section 3-1(j) or 10-2 of this Policy.

11-2. Laboratory's Transmission of Report. At the time of contracting, the Borough shall notify its laboratory in writing of the name and address of the Borough officials, and their alternate, who are designated to receive reports of drug test results. To maintain confidentiality, only the Borough Administrator is to receive test results, with one alternate of his choice to receive these results only in his absence.

The Borough's laboratory shall transmit test results only by means which insure confidentiality and will insure that the report is delivered within the time limits set forth in the next paragraph.

Test results shall be forwarded by the Borough's laboratory in a sealed envelope, marked personal and confidential, only to the Administrator or in their absence to his alternate, within seventy-two (72) hours after the urine sample is given.

11-3. Transmission of Report to Member Tested. Immediately upon receipt of a positive test result, only the testing company shall personally communicate this information directly and only to the fire department member in order to maintain the confidentiality of the test result.

Immediately thereafter the fire department member and his/her Union representative are to be provided with copies of the test results. At that time the Administrator shall advise the individual of his entitlement to all the laboratory's documentation from this test and his right to have the remaining contents of the specimen further tested at the Union's laboratory.

Section 12. Invalidating of Drug Test Results

12-1. Invalidating Borough Laboratory Test Results. If the Borough's laboratory fails to substantially comply with any of the requirements of this Policy with regard to any urine sample that test positive, the test result for that sample will be invalidated and the individual will be re-tested in compliance with this policy.

12-2. Invalidating Union Laboratory Test Results. This same rule shall apply to the independent laboratory selected by the Union.

Section 13. Conflicting Drug Test Results

13-2. Split Urine Sample Tests. If the initial urine sample provided to the Borough's laboratory is tested positive, then the other sample, must also be tested in accordance with the applicable provisions of this Policy.

13-3. Conflicting Test Results. If any one of these samples tests negative or the remaining portion of the initial sample upon re-testing is negative, the test will be considered as having tested negative for the presence of drugs. All urine samples provided in accordance with the provisions of this Policy must test positive for the individual to be considered as under the influence of or impaired by drugs.

Section 14. Attendance at Rehabilitation Programs

14-1. Mandatory Attendance. All fire department members who, in accordance with this Policy, are found to be under the influence of or impaired by drugs must enroll in an EAP program selected by the Borough of Collingswood or any other mutually agreed program.

14-2. Leave to Attend Rehabilitation Facility. If the evaluation is that the fire department member should attend a residency rehabilitation facility, he/she will be allowed to use his/her sick time to attend this facility. The only loss of sick time will be the annual five (5) days that may be accrued if not used.

During a leave with pay the fire department member and all eligible dependents' medical/hospitalization benefits shall be maintained by the Borough at its cost and the fire department member shall not lose any seniority accrued prior to commencement of the leave.

14-3. Costs for Rehabilitation Program. The fire department member shall submit the cost for any rehabilitation program to his/her medical insurance carrier. If the carrier denies coverage in whole or in part, the employee shall be responsible to pay the uninsured costs of the program.

Section 15. Personnel Actions

15-1. Mandatory Rehabilitation Program and Discipline. The Borough Recognizes that, under the New Jersey Law Against Discrimination (hereinafter "NJ LAD"), substance abuse is a disability. The Borough also acknowledges that the intent of this Policy is not to punish fire department members with a drug dependency, but rather, to provide opportunities for rehabilitation to both those who do, and those who do not, voluntarily admit that they have a drug dependency problem. The fire department member will not lose any benefits, pay, or seniority during this time of rehabilitation.

In accordance with NJ LAD and this Policy, the following personnel actions will be taken for fire department members with drug dependency problem:

- (a) First Offense. If a fire department member for the first time tests positive for drugs, he shall be suspended for five (5) days without pay. He must agree to enter a rehabilitation program and successfully completes the program. The member shall submit to a Return to Duty test paid by the Borough, that must return in the negative.

Upon returning to work, the fire department member, as a condition of continued employment shall participate in aftercare if recommended by the rehabilitation program and for whatever period of time the program recommends. At any time, when requested by the Borough, the individual must provide reasonable proof that he/she is attending such aftercare program. The fire department member shall be subject to unannounced follow-up drug testing administered by the Borough. The number and frequency of such follow-up testing shall be as directed by the EAP Professional, and consist of at least six tests in the first 12 months following the employee's return to duty. The Borough may direct the employee to undergo return-to-duty and follow-up testing for drugs if the EAP Professional determines that return-to-duty and follow-up testing is necessary. The EAP Professional may terminate the follow-up testing at any time after the first six tests have been administered.

- (b) Second Offense. If for a second time a fire department member tests positive for drugs, the Borough will terminate the member.

15-3. Failure to Attend Rehabilitation Program. Any fire department member who tests positive and refuses to attend rehabilitation program or fails/refuses to successfully complete the program, including aftercare, will be terminated.

15-4. Illegal Drug Activities. Any fire department member who is convicted in a court of law of selling, purchasing, or distributing drugs to others shall be terminated.

Drug testing will not be conducted by the Borough for the purpose of gathering evidence for use in criminal proceedings.

15-5. Appeal of Discipline. Any discipline imposed pursuant to this Section is subject to the fire department member right of appeal to the courts.

15-6. Disability Pension. Any fire department member who continues to have a substance abuse problem despite repeated opportunities to attend a rehabilitation program may be terminated. However, prior to such termination, the individual will be given the option of applying for a disability pension.

If the individual exercises this option, the Borough will fully cooperate with the Police and Firemen's Retirement System (PFRS) in its investigation and determination of whether he/she is entitled to such a pension.

Section 16. Education on Drug Abuse

16-1. Continuing Education. A key element of any policy on drug abuse is prevention through continuing education. Such education will foster the ultimate objective of this Policy to achieve a drug free work place. Accordingly, all Fire Department fire department members will be required to participate in regular, periodically scheduled drug abuse education sessions. The sessions will be conducted during work time.

16-2. Topics for Educational Program. The specifics of the education component of this Policy will be developed by the Borough in consultation with the Union. However, this educational program will address topics including:

- (a) The need for drug testing.
- (b) The extent and character of drug use in America today.
- (c) Enforcement policies and programs to combat drug abuse.
- (d) Understanding drugs and drug abuse.
- (e) Recognizing signs of drug use.
- (f) Resisting the pressure to use drugs.
- (g) Drugs and their dangers - that the drugs available today are more dangerous and more addictive than ever.
- (h) How a drug free work place benefits everyone.

Topics for this educational program will be revised and expanded as deemed necessary by the Borough, in consultation with the Union.

Section 17. SEVERABILITY

17-1. In the event any provision of this Policy is declared invalid by legislative act or any court of competent jurisdiction, or through government regulations, such decision shall

not invalidate the entire Policy. All provisions of the Policy not declared invalid shall remain in full force and effect.

Section 18. Repeal of Inconsistent Policies and Ordinances

18-1. Incorporation into Collective Bargaining Agreement. This Policy supersedes all prior policies and ordinances on this subject matter and shall take effect as a provision of the parties' collective bargaining agreement immediately upon its ratification by the Union membership and the Borough.

Section 19. Procedure for Random Selection.

19-1 A computerized system shall be used to randomly select sworn members of the Department for drug testing. The Collector shall have the responsibility for all aspects of selecting, establishing, operating and maintaining the security of this computerized system. The computer shall randomly pull fifty percent, of all the members in the fire department pool, that are subject to random drug testing, a year. The selected agency that will be taking the samples will come on a chosen day to test the selected members. If there is a member who is selected and he/she is off on that chosen day, they will be tested at the earliest time the Borough's testing agent can return to receive the sample, while the member is on duty. The member will be tested within the quarter they are chosen.

19-2 The use of this computerized system for random selection shall immediately cease whenever the Borough receives any credible evidence that this system has been compromised or tampered with in any manner. The Borough shall fully investigate the evidence presented in consultation with union officials. If any reasonable cause is found to believe that the system has been compromised or tampered-with, then the Borough Administrator or his/her designee shall immediately proceed to establish a new, more secure computer system. Random testing cannot resume until this new system is in full operation.

APPENDIX A

DRUG POLICY – BOROUGH OF COLLINGSWOOD FIRE DEPARTMENT

MEMBER'S RIGHTS WHEN BEING TESTED FOR DRUGS

As a fire officer/firefighter who is having his urine tested, under the Borough's Drug Policy, for the presence of drugs;
BE ADVISED that you have the following rights:

1. You have a right to the presence of a Union representative whenever a supervisor(s) meets with you for the purpose of determining whether there is reasonable, individualized cause to believe that you are abusing drugs, or are subject to a random test, and must submit to urine testing for their presence.
2. If you exercise your right to have a Union representative present at any such meeting, the supervisor(s) will immediately notify any available representative and will not conduct the meeting until after the representative is given a reasonable amount of time (not to exceed one hour) to arrive at the meeting.
3. If you are ordered to submit to a drug test, you have a right to the presence of a Union official during the entire procedure for your giving of a urine sample for testing by the Borough's laboratory. (This urine sampling procedure will be conducted at Fire Department headquarters or at any other secure site within the Borough of Collingswood as selected by the Borough).
4. You have the right to give a second urine sample at the same time that you give the first sample for testing by the Borough's laboratory. This second sample will be kept frozen at the Borough's laboratory for six (6) months and, upon written request, by you or your Union, will be submitted for testing to another laboratory selected by the Union.
5. If you intend to waive any one of these rights, you must sign a Waiver of Rights form which the Department will now provide to you. This waiver will not be effective unless your signing of it is witnessed by the signatures of your Union and the Borough's representatives.
6. If you do not understand any one of your rights, you must now state which one(s) you do not understand and it (they) will be explained to you again. By signing this form you acknowledge that all your rights have been explained to you and that you understand them.

Department Member (Print Name)

Department Member (Signature)

Borough Witness (Print Name)

Borough Witness (Signature)

Union Witness (Print Name)

Union Witness (Signature) _____

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APPENDIX B

**DRUG POLICY – BOROUGH OF COLLINGSWOOD
FIRE DEPARTMENT**

WAIVER OF FIRE DEPARTMENT MEMBERS RIGHTS

I, _____ (print name), have been fully advised by the Borough of my rights under this Drug Policy. By my signature below I acknowledge that I am knowingly and voluntarily waiving my rights to (initial next to number if waiving any of the following rights):

1. Have a Union representative present at any meeting conducted by a supervisor(s) with me for the purpose of determining whether there is reasonable individualized cause to believe that I am abusing drugs and must submit to a urine test for the presence of drugs;
2. Have a Union representative present during the entire procedure when I give a urine sample for testing by the Borough's laboratory;
3. Give a second urine sample which the Borough's laboratory would keep frozen for six (6) months and, upon request by me or my Union, would submit for testing to another laboratory selected by my Union;

My waiver of any one of these rights is not a waiver of any other rights that I am entitled under this Policy.

Member Name (Print Name & date) _____

Member (Signature) _____

Borough Witness (Print Name & date) _____

Borough Witness (Signature) _____

Union Witness (Print Name & date) _____

Union Witness (Signature) _____