



THE DEPTFORD FIRE DEPARTMENT EMPLOYEE & VOLUNTEER HANDBOOK

1st Edition 2008

The Deptford Board of Fire Commissioners
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DEPTFORD TOWNSHIP FIRE DEPARTMENT EMPLOYEE HANDBOOK

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DISCLAIMER

This employee handbook was prepared as a refresher source for employees and volunteers of the Deptford Fire Department. It is neither intended to serve as a contract, nor to replace any current bargaining unit agreements, the rules and regulations of the New Jersey Department of Personnel or the administrative policies of the individual stations of the township. Any questions regarding these or any other policy matters should be referred to your immediate Supervisor.

WELCOME

We hope you will enjoy your employment or service with the Deptford Fire Department. If you are new to public service, you will find that serving the citizens of our community will be both challenging and rewarding. Your greatest assets will be not only your patience and courtesy, but also your understanding of our responsibilities to the customers of the Deptford Fire Department.

While it is impossible to anticipate every situation or answer every question you may have about the policies and procedures adopted by the Deptford Fire Department, you will find this handbook helpful with the majority of the situations you face as a new employee. **PLEASE READ THE HANDBOOK THOROUGHLY AND KEEP IT HANDY FOR FUTURE REFERENCE.** Because these policies are subject to change, you may from time to time receive updated information to include in your employee handbook.

We wish you the best of luck and success in your employment or service with the Deptford Fire Department.

PREMPTION

COLLECTIVE BARGAINING AGREEMENT

The provisions of the current collective bargaining agreement shall take **priority** or **preempt** any conflicting provision of this handbook.

DEPARTMENT DIRECTIVES OR POLICY

The provision of any Department Directive or Policy not stated in this handbook shall take **priority** or **preempt** any conflicting provision of this handbook.

FORM OF GOVERNMENT

The Deptford Fire Department is a Fire District created by the citizens of Deptford Township, as authorized under New Jersey statute. The District is governed by five Fire Commissioners who are elected for a term of three (3) years.

TABLE OF ORGANIZATION – Administration

DEPTFORD FIRE DEPARTMENT CHAIN OF COMMAND

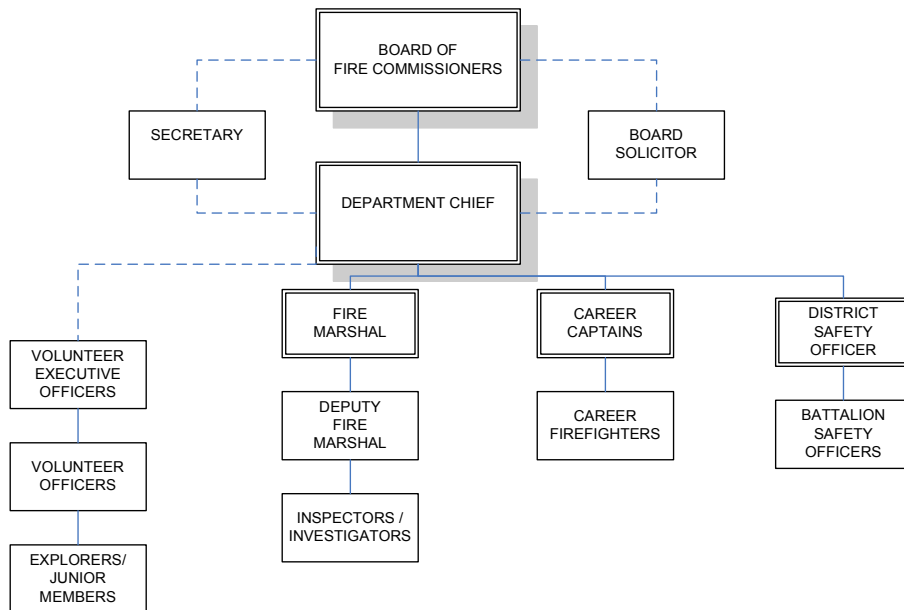
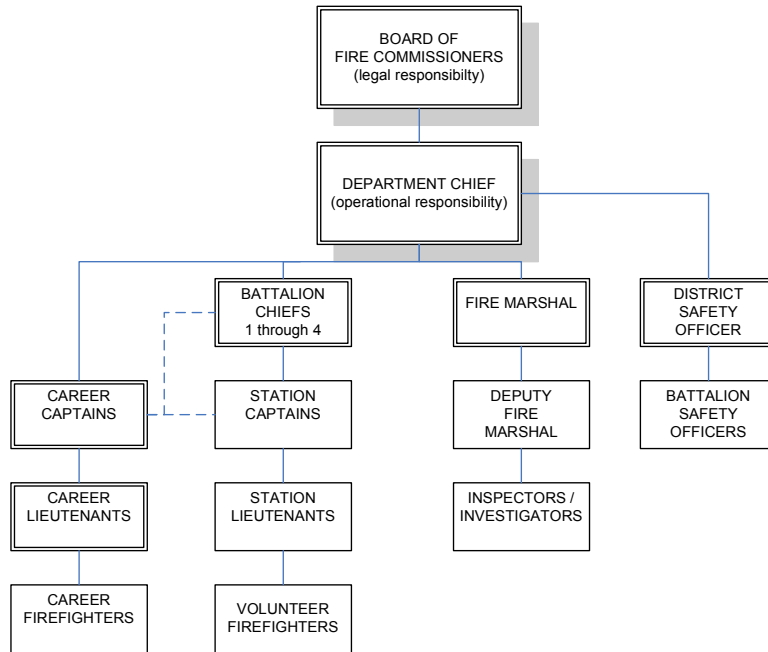


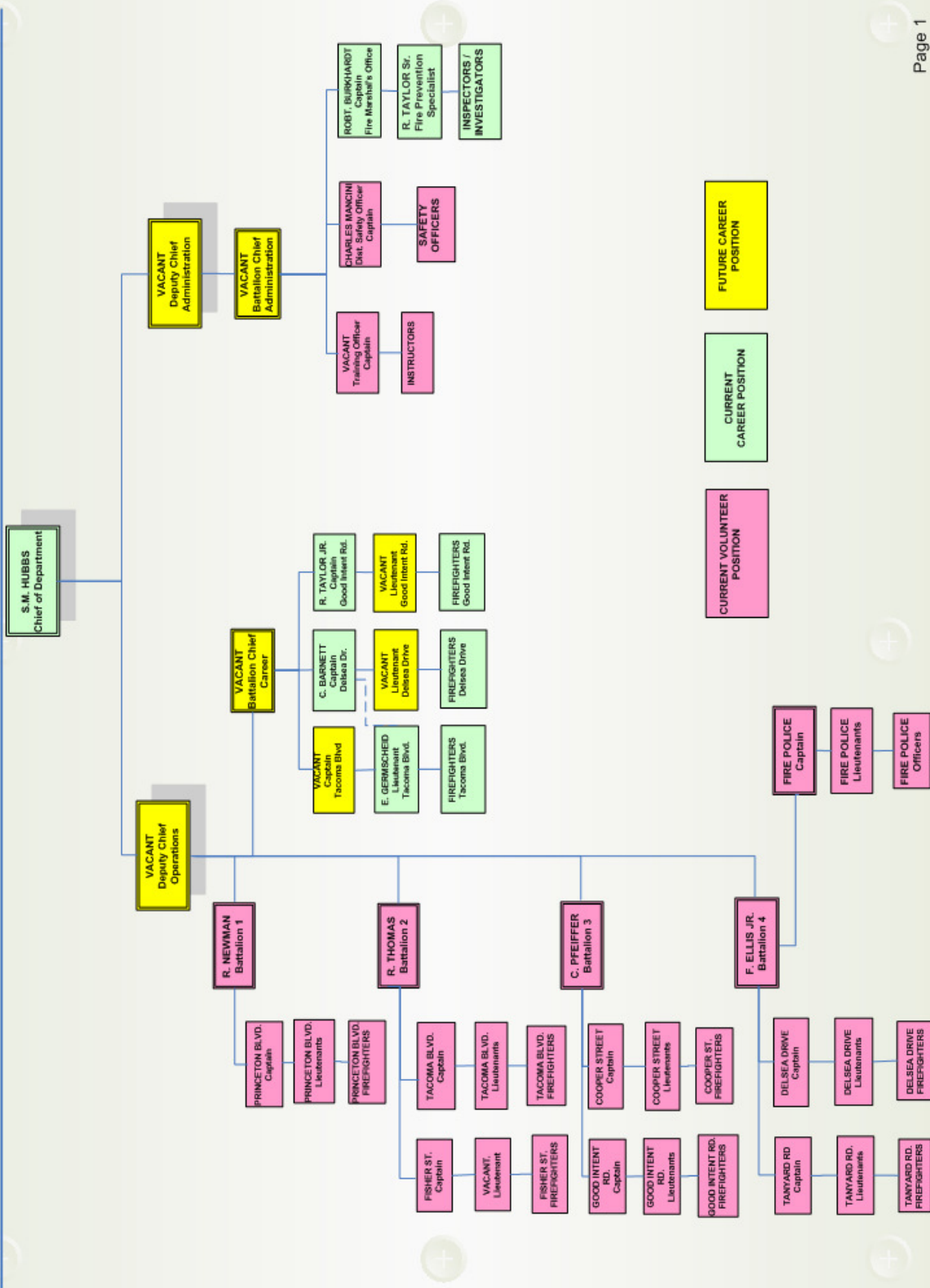
TABLE OF ORGANIZATION – Operations

(Detailed Organizational Chart follows)

DEPTFORD FIRE DEPARTMENT CHAIN OF COMMAND



DEPTFORD FIRE DEPARTMENT Chart of Organization



CODE OF ETHICS

All employees need to be aware of the importance of conducting themselves in an ethical manner. As Such, employees shall not take part in or attempt to influence in any way any activity in which their own best interests may conflict with the best interests of the Deptford Fire Department.

The following list of activities, while not all-inclusive, is offered as examples of those activities which may compromise an employee's ability to act in an ethical manner:

- ❖ Accepting substantial (defined at the sole discretion of the Board) gifts or excessive entertainment from an outside organization.
- ❖ Borrowing money from individuals or firms, except recognized lending institutions, with which the Fire Department does business.
- ❖ Conducting Fire Department Business with a firm in which an employee or an immediate family member has a substantial interest.
- ❖ Engaging in practices or procedures which violate any laws or regulations to which the Fire Department is subject.
- ❖ Holding a substantial interest in a firm or managing a firm with which the Fire Department regularly conducts business.
- ❖ Misusing, or revealing to unauthorized parties, any confidential information.
- ❖ Participating in civic or professional organizational activities in such a way that confidential information is disclosed.
- ❖ Simultaneous employment with a firm which is a supplier without fully disclosing such.
- ❖ Speculating or dealing in materials, equipment, supplies or services purchased by the Fire Department.

All employees/officials are responsible for implementing this policy by reporting circumstances which appear to violate legal, regulatory or ethical requirements.

The Deptford Fire Department is responsible for preventing and correcting any violations.

Employees/officials who believe a conflict of interest or other violation has occurred will report the incident to their immediate supervisor, if practical. The supervisor will forward the report to the Chief of Department of his designee.

If it is not practical for an employee to report the alleged violation to his/her immediate supervisor, or if an employee is not satisfied with the Supervisor's response, the employee will file a written report with the Chief of Department or his designee.

If an employee first discloses suspected wrong doings to anyone outside of established reporting procedures, the employee will be subject to disciplinary action.

All records, including employee identity, shall be kept confidential, except as necessary during an investigation. The accused shall have a fair opportunity to respond to the allegations. No retaliation may be taken against an employee who in good faith reports suspected violations even if a subsequent investigation reveals no wrongdoing.

Employees or officials who are found to be in violation of any provisions of the Deptford Fire Department Code of Ethics or the Code of Conduct may be subject to censure, fine, suspension or termination in addition to other penalties as specified by State or local laws.

The Department Code of Conduct is attached hereto as Appendix II.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPURTUNITY/AFFIRMATIVE ACTION

There shall be equal employment opportunity for all persons in, or applicant for the career and unclassified services, regardless of race, creed, color, national origin, sex, affectional or secular orientation, age, marital status, religion or disability, except where a particular qualification is specifically permitted and essential to successful job performance. See **N.J.A.C. 4A:4-4.5** for *bona fide* occupational qualifications.

Equal employment opportunity includes, but is not limited to, recruitment, selection, hiring, training, promotion, transfer, work environment, layoff, and return from layoff, compensation and fringe benefits. Equal employment opportunity further includes policies, procedures and programs for recruitment, employment, training, promotion and retention of minorities, women and disabled persons. Equal employment opportunity but not affirmative action is required with respect to persons identified solely by their affectional or sexual orientation.

RESIDENCY

Preference for employment will be given first to Deptford Township residents, then to Gloucester County residents, then to contiguous county residents, and, finally to residents of the State of New Jersey. Residence will be verified prior to appointment.

NEPOTISM

Unless otherwise prohibited by the New Jersey Department of Personnel rules and regulations, an employee may not be permitted to work in position where his/her supervisor is a relative or where a personal relationship interferes with job performance or morale.

For the purposes of this policy, a relative will include a parent, spouse, child, sister or brother, grandparent or grandchild. It may also include other relationships established by blood, marriage or law.

A personal relationship will include any relationship which does not involve a relative (see above) but which has a similar impact on the work environment.

No person should be hired if the appointment would violate any provisions of the nepotism policy.

When a situation is created by promotion, transfer, marriage or other circumstances, all available options will be investigated and presented to all affected employees. In the event of a proposed transfer, the employee will have the right to accept or reject such an offer.

PRE-EMPLOYMENT ACTIVITIES

The Chief of Department or designee will verify previous employment, check references, drivers license and driving record if appropriate for all eligible candidates being considered for appointments, and conduct background investigations including residency and police records.

After the *conditional* offer of employment and before the proposed effective start date, the Chief of Department or designee will set up the physical and/or psychological examination appointment for the selected candidate with the Deptford Fire Department physician. The selected candidate will also have a drug test.

OUTSIDE EMPLOYMENT

Employees are permitted to seek jobs outside of the Deptford Fire Department if:

- ❖ They maintain the Deptford Fire Department as their primary employer.
- ❖ Such employment does not impede the performance of their duties or conflict with their positions with the Deptford Fire Department.

SEXUAL HARASSMENT

For employees harassment policy and procedures see Appendix II attached hereto entitled SEXUAL HARASSMENT POLICY.

RECOGNITION OF UNION

The Deptford Fire Department recognizes International Association of Firefighters Local 3592 as the bargaining agent for the establishment of salaries, wages hours and other conditions of employment for employees represented by this union.

This recognition, however, shall not be interpreted as having the effect of or in any way voiding the rights of employees established under Chapter 303, Laws of 1968, N.J.S.A. 34:13A-1 *et seq.* (EMPLOYER-EMPLOYEE RELATIONS ACT)

THE MERIT SYSTEM

The Merit System is a personnel system that provides a fair balance between managerial needs and employee protection for the efficient delivery of public services.

The Deptford Fire Department, as a Merit System community, operates under the provisions of the New Jersey Statutes Title 11A, known as the *Civil Service Act*, and New Jersey Administrative Code Title 4A. As a Deptford Fire Department employee, you are subject to these rules and regulations.

CLASSIFICATION OF EMPLOYEES UNDER THE MERIT SYSTEM

Under the Merit System, employee jobs are divided into two main categories: UNCLASSIFIED SERVICE and CAREER SERVICE.

Unclassified Service refers to those jobs which, unless otherwise specified, are not subject to the rules and regulations of the Merit System. This includes employees elected by popular vote, those appointed by council or those whose positions are for a fixed term by New Jersey law.

Unclassified employees are not temporary or permanent appointments. While they do not have the same rights and privileges under the Merit System as permanent employees in the Career Service, the Deptford Fire Department does provide them with the same fringe benefits.

Career Service refers to those jobs which are subject to Merit System rules and regulations. Career Service jobs are divided into two sub-divisions by the New Jersey Department of Personnel: COMPETITIVE and NON-COMPETITIVE.

The Competitive Division includes all job titles which are subject to the New Jersey Department of Personnel examination procedures. (See Examinations Process section, which follows). Employees in these titles may be either temporary or permanent employees. Usually the job titles require skills which can be tested or a level of competence which can be evaluated by experience and/or education.

The Non-Competitive Division includes job titles for which it is not practical to hold examinations. It includes unskilled and entry level positions. Career Service employees in the Non-Competitive Division have all the rights and privileges of the Merit System. Promotions from non-competitive to competitive job titles are subject to New Jersey Department of Personnel examination procedures.

EXAMINATION PROCESS

Unclassified Service positions are not subject to New Jersey Department of Personnel examination procedures.

In the Career Service, non-competitive positions are also exempt from New Jersey Department of Personnel examination procedures, although the Deptford Fire Department may establish its own methods of selecting the best qualified candidate for a job.

All appointments to Career Service competitive positions are made from ELIGIBLE LISTS compiled or approved by the New Jersey Department of Personnel. Candidates on these lists are ranked according to the results of an examination or their education and experience. Any employee who is not hired from such a list to fill a position in the Career Service, Competitive Division is considered a PROVISIONAL APPOINTMENT.

IF YOU ARE HIRED AS A PROVISIONAL APPOINTMENT, REMEMBER IT YOUR RESPONSIBILITY TO CHECK THE NEW JERSEY DEPARTMENT OF PERSONNEL TEST ANNOUNCEMENTS SCHEDULE EACH MONTH FOR THE ANNOUNCEMENT OF THE EXAMINATION FOR YOUR POSITION. YOU MUST COMPLETE AND FILE THE APPLICATION TO TAKE THE EXAMINATION BY THE ANNOUNCED CUTOFF DATE. IF YOU FAIL TO FILE WITHIN THE PRESCRIBED TIME, THE DEPTFORD FIRE DEPARTMENT WILL BE FORCED TO TERMINATE YOU FROM YOUR PROVISIONAL JOB TITLE.

After your appointment to any position within the Career Service, whether in the Competitive or Non-Competitive Divisions you must successfully complete a WORKING TEST PERIOD, which lasts for twelve months for a new hire and six months for a promotion. This period, considered part of the examination process, is used to evaluate your performance and conduct. Unsatisfactory completion of this probationary period will result in your dismissal.

After the examination process, including the working test period, is completed, you will become, by Merit System definition, a REGULAR APPOINTMENT and a PERMANENT EMPLOYEE who has acquired the tenure and rights afforded regular appointees under the Merit System rules and regulations.

When an appointing authority makes an appointment to a specific title in local service, an INTERIM APPOINTMENT shall be made where the position/title is held by a permanent employee who: (1) is on leave of absence; (2) is on indefinite suspension; or (3) has been removed or demoted for disciplinary reasons and is awaiting final administrative action by the Merit System Board on appeal.

The Commissioner of Personnel may approve TEMPORARY APPOINTMENTS to positions in which the job assignment is for an aggregate period of not more than six (6) months in a twelve (12) month period. A temporary appointment for a maximum of twelve (12) months may be approved by the Commissioner to a post established as a result of a short-term grant.

MANAGEMENT RIGHTS

The Deptford Fire Department hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of New Jersey and of the United States including, but not limited to, the following rights:

1. To manage and control the affairs of the Deptford Township Fire Department and its properties and facilities, the operation of its departments and the work activities and scheduling of its employees.
2. To hire all employees and, subject to the provisions of New Jersey Department of Personnel regulations, determine their qualifications, standards of performance and conditions for continued employment or assignment, promotion and transfer.
3. To take disciplinary action for good cause according to law.

4. To establish rules, regulations, policies, and procedures to effect the orderly and efficient administration of the Deptford Fire Department's personnel management system.
5. The failure of the Deptford Fire Department to exercise any of the foregoing rights, or any other management rights, shall not be construed as a waiver of these rights.
6. To lay off for good cause according to law.

PERSONNEL ACTIONS

PROMOTIONS

The Deptford Fire Department, whenever possible and when it deems it in the best interest of the department, will attempt to fill positions by promoting qualified employees. Promotions may be provisional, pending the outcome of New Jersey Department of Personnel examination procedures. To qualify for a promotion, you must be a permanent employee for one year in a lower level position. Information about promotional opportunities will be posted on the appropriate bulletin board.

LAYOFFS

The Deptford Fire Department may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives.

Seniority and lateral, demotional or special re-employment rights for employees in Career Service titles will be determined by the New Jersey Department of Personnel.

RESIGNATION

Resignation in good standing:

Employees are considered to have resigned in good standing after giving 14 days' notice, either verbal or written, to the Chief of Department and the Employee's Battalion Chief. If less than 14 days' notice is given, the resignation will not be in good standing unless the Board of Fire Commissioners/designee agrees to accept shorter notice.

Resignation not in good standing:

Employees are considered to have abandoned their positions and thus resigned not in good standing when:

- ❖ They are absent from duty for 5 or more consecutive working days without approval.
- ❖ They have not returned to duty for 5 or more consecutive business days following an approved leave of absence.

EXIT INTERVIEWS

On an employee's last working day, an exit interview may be conducted by the Chief of Department or his designee.

The employee may request an exit interview with a management representative of his/her choice of the Personnel Committee in lieu of the Chief of Department/designee.

DEPTFORD FIRE DEPARTMENT OPERATING GUIDELINES

TOPIC: TEMPORARY LIGHT DUTY

PURPOSE:

It is the purpose of this policy to establish the authority for temporary light duty assignments and procedures for granting temporary light duty to eligible career firefighters within this Department. This policy is designed to reduce lost time for the daily workforce creating a more positive and productive work environment.

POLICY:

Temporary light duty assignments, when available, are for career members in this department who, because of injury, illness or disability, are temporarily unable to perform their regular assignments but who are capable of performing alternative duty assignments. Use of temporary light duty can provide career members with an opportunity to remain productive while convalescing. Light duty provides a work option for career members who may otherwise risk their health and safety or the safety of others by remaining on duty when physically or mentally unfit for their regular assignment. Therefore, it is the policy of this agency that eligible members are given a reasonable opportunity to work in temporary light duty assignments where available and consistent with this policy. ***Any injury received after work hours will not be eligible for temporary light duty work assignments.*** If an injury happens on off-duty time and the career member reports to his normal assigned duty and claims that he was injured on the job, the Board of Fire Commissioners will conduct a full investigation. Should the claim prove to be fraudulent, it will constitute and immediate termination from the department. Medical appointments are to be done on employee's time and are **not** to be considered part of the scope of Temporary Light Duty.

All employees seeking to return to full duty **must** be approved for return by the Department's physician. Should there be a dispute between the Department's physician and the employee's treating physician, the opinion of a third physician selected by the Chairman of the Board will issue the final opinion as long as the employee consents to examination by the third physician. Should the employee refuse such consent, the Department physician's decision will be deemed the final decision.

ELIGIBILITY:

For purposes of this policy, any career member of the department suffering from a medically certified illness, injury or disability requiring treatment of a licensed health care provider and who, because of injury, illness or disability, is temporarily unable to perform the regular assignment but is capable of performing alternative assignment as selected by the Board of Fire Commissioners or their designee.

GENERAL REQUIREMENTS:

1. Temporary light duty positions are limited in number and variety. Therefore:
 - a. Career members injured or otherwise disabled in the line of duty or work related shall be given preference in initial assignment to light duty; and
 - b. Assignments may be changed at any time, upon approval of the treating physician, if deemed in the best interest of the career member or the department.

2. This policy in no way affects the privileges of employees under provisions of the Fair Labor Standards Act, Americans with Disabilities Act or other federal or state law.
3. Assignment to temporary light duty shall not affect a career member's pay classification, pay increases, promotions, retirement benefits or other employee benefits such as bonus pay for special assignments.
4. No specific position within this department shall be established for use as a temporary light duty assignment, nor shall any existing position be designated or used exclusively for career members on temporary light duty.
5. Light duty assignments are strictly temporary and normally shall not exceed one month in duration. After one month, career members on temporary light duty who are not capable of returning to their original duty assignments shall:
 - a. Present a request for extension of temporary light duty, with supporting documentation to the Chief of Department and the Board of Fire Commissioners for a maximum of three months.
 - b. Pursue other options as provided by federal and state law.
6. Career members on temporary light duty are prohibited from engaging in outside employment. Engagement in outside employment will result in immediate termination.
7. Light duty assignments shall not be made for disciplinary reasons.
8. Career members may not refuse temporary light duty assignments that are supported by and consistent with the recommendations of an attending physician or certified health-care provider although career members may protest such assignments through established department grievance procedures.
9. Career members on light duty will be placed on a five-day a week schedule equal in hours to their last full-time permanent position.
10. Career members on light duty will not be allotted workout time until back on full duty unless his/her physician prescribes exercise.
11. No overtime will be permitted to personnel on light duty.

TEMPORARY LIGHT DUTY ASSIGNMENTS:

Temporary light duty assignments may be drawn from a range of technical and administrative areas that are included but not limited to the following:

1. Administrative functions (i.e.: fire reports, special projects)
2. Clerical functions (i.e.: filing)
3. Desk assignments (i.e.: preplans, training administrative needs)
4. Fire Inspections (if permitted based upon injury)
5. Public Service as determined by the Board

Decisions on temporary light duty assignments shall be based upon the availability of an appropriate assignment given the applicant's knowledge, skills and abilities; availability of light duty assignments; and physical limitations imposed on a career member.

REQUEST FOR AND ASSIGNMENT TO TEMPORARY LIGHT DUTY:

1. Request for temporary light duty assignments shall be submitted to the Chief of Department and Board of Fire Commissioners. A statement of medical certification to support the requested reassignment, which must be signed by the treating physician, must accompany requests. The request must include an assessment of the nature and probable duration of the disability, prognosis for recovery, nature of work restrictions and an acknowledgement by the health care provider of familiarity with the light duty assignment and the fact that the career member can physically assume the duties involved. Release authorization for medical status consultation with the attending physician must be signed by the career member in order for the request to be considered by the Board of Fire Commissioners.
2. The request for temporary light duty and the physician's statement shall be forwarded to the department's physician, who shall make a recommendation regarding the assignment to the Chief of Department and Board of Fire Commissioners.
3. A career member requesting temporary light duty may be recommended for such assignment by submission of a request. Such a request should be accompanied by an evaluation of the career member conducted by a competent medical authority expressing the need for temporary light duty or by a request/order for a medical or psychological fitness-for-duty examination.
 - a. Notice shall be provided to the career member of the proposed temporary light duty assignment together with justification for recommendation.
 - b. The career member may challenge the proposed reassignment using the established department grievance procedures.
 - c. Pending results of a grievance procedure, a career member may be reassigned if, in the opinion of the Chief of Department, failure to reassign may jeopardize the safety of the career members other career members or the public.
4. As a condition of continued assignment to temporary light duty, career members shall be required to submit to physical assessments of their condition as specified by the Chief of Department and Board of Fire Commissioners. The Board of Fire Commissioners reserves the right to review this policy at the Board's discretion.
5. Request to continue a light duty assignment after the initial one month period will be at the discretion of the Board of Fire Commissioners. The Board of Fire Commissioners and the Chief of Department will determine the total length of time, for continued light duty assignments. The Board of Fire Commissioners and the Chief of Department may request additional medical evaluations at any time during this period.

PREGNANT EMPLOYEES:

1. Pregnant career members are eligible for temporary light duty assignments as available, and as appropriate, to their physical capabilities and well being.
2. When appropriate light duty assignments are unavailable, pregnant career members may pursue other forms of medical, disability or family leave (FMLA) as provided by state and federal law.
3. On a monthly basis, pregnant career members shall submit a physician's medical report that documents:
 - a. The career member's physical ability to perform the present assigned duties;
 - b. The physician's appraisal of the type of work being performed will not injure the career member or the child, and
 - c. Any recommended duty restrictions or modifications including temporary light duty.
4. Pregnant career members shall be permitted to continue working on regular duty or temporary light duty assignments as long as they present monthly physician reports or until such time as a physician recommends that work be curtailed.

DISCIPLINE/DISPUTE RESOLUTION

Any employee who fails to observe the policies and procedures adopted by the Deptford Fire Department will be subject to disciplinary action. While we sincerely hope such action will not be necessary, we may reprimand, either orally or in a written memo, suspend, fine demote or dismiss any employee under the procedures established under the New Jersey Merit System. For the sake of fair and equitable treatment to our volunteer force, the same system of discipline and dispute resolution will also apply to the volunteer members.

All disciplinary action shall be based upon total concern for the employee, the employee's relationship with his/her fellow workers, the employee's relationship with his/her Supervisor and in the best interest of the Deptford Fire Department. Such disciplinary action shall be of a positive, educative, and corrective nature, and shall not be used in an abusive or vindictive manner.

4A:2-2.1 TYPES OF DISCIPLINE

The discipline procedure of the Deptford Fire Department is intended to follow the N.J. Administrative Code and therefore, is numbered consistent with the N.J.A.C. and with respect to permanent paid members of the Deptford Fire Department is to be construed in accordance with the N.J.A.C. Minor discipline is a formal written reprimand or a suspension or fine of 5 or less days. Major discipline is any discipline which exceeds such.

4A:2-2.2 MAJOR DISCIPLINE

- (a) Major discipline shall include:
 - 1. Removal;
 - 2. Disciplinary demotion;
 - 3. Suspension or fine of more than five working days at any one time;
 - 4. Suspension or fine for five working days or less where the aggregate number of days suspended or fined in any one calendar year is 15 working days or more;
 - 5. The last suspension or fine where an employee receives more than three suspensions or fines of five working days or less in a calendar year.

4A:2-2.3 GENERAL CAUSES

- (a) An employee may be subject to discipline for:
 - 1. Incompetency, inefficiency or failure to perform duties;
 - 2. Insubordination;
 - 3. Inability to perform duties;
 - 4. Chronic of excessive absenteeism or lateness;
 - 5. Conviction of a crime;
 - 6. Conduct unbecoming a public employee;
 - 7. Neglect of duty;
 - 8. Misuse of public property, including motor vehicles;
 - 9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
 - 10. Violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued there under; and
 - 11. Other sufficient cause.

4A:2-2.4 LIMITATIONS ON SUSPENSIONS AND FINES

- (a) No suspension or fine for minor discipline shall exceed six months.
- (b) The DFD may provide that a suspension be with or without pay. In State service, suspensions shall be without pay unless directly authorized to be with pay by the department head.
- (c) The DFD may only impose a fine as follows:
 - 1. as a form of restitution;
 - 2. In lieu of suspension, when the DFD establishes that a suspension of the employee would be detrimental to the public health, safety or welfare; or
 - 3. Where an employee has agreed to a fine as a disciplinary option.
- (d) An employee may pay a fine of more than five (5) days in a lump sum or through installments. Unless otherwise agreed to by the employee, an installment may not be more than five percent of the gross salary per pay for a fine under \$500.00; 10 percent of gross salary per pay period for a fine between \$500.00 and \$1,000; or 15 percent of gross salary per pay period for a fine over \$1,000.

4A:2-2.5 OPPORTUNITY FOR HEARING BEFORE THE APPOINTING AUTHORITY

(a) An employee must be served with a Preliminary Notice of Disciplinary Action setting forth the charges and statement of facts supporting the charges (specifications), and afforded the opportunity for a hearing prior to the imposition of major discipline, except:

1. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health order or effective direction of public services.

However, a Preliminary Notice of Disciplinary Action with the opportunity for a hearing must be served in person or be certified mail within five days following the immediate suspension.

2. An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job. See *N.J.A.C. 4A:3-2.6*.

(b) Where suspension is immediate under (a)1 and (a)2 above, and is without pay, the employee must first be apprised either orally or in writing, of why an immediate suspension is sought, the charges and general evidence in support of the charges and provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the appointing authority. The response may be oral or in writing, at the discretion of the appointing authority.

(c) The employee may request a departmental hearing within five days of receipt of the Preliminary Notice. If no request is made within this time or such additional time as agreed to by the appointing authority or as provided in a negotiated agreement, the departmental hearing may be considered to have been waived and the appointing authority may issue a Fire Notice of Disciplinary Action.

(d) A departmental hearing, if requested, shall be held within 30 days of the Preliminary Notice of Disciplinary Action unless waived by the employee or a later date as agreed to by the parties.

4A:2-2.7 APPEALS TO MERIT SYSTEM BOARD

(For Department Paid, Permanent Employees ONLY)

(a) An appeal from a Final Notice of Disciplinary Action must be filed within 20 days of receipt of the Notice by the employee. Receipt of the Notice on a different date by the employee's attorney or union representative shall not affect this appeal period.

(b) If the appointing authority fails to provide the employee with a Final Notice of Disciplinary Action, an appeal may be made directly to the Board within a reasonable time.

(c) The appeal shall be substantially similar in format to the Major Disciplinary Appeal form illustrated in the subchapter Appendix, incorporated herein by reference, and the employee shall provide a copy of the appeal to the appointing authority. The employee shall attach to the appeal a copy of the Preliminary Notice of Disciplinary Action and, unless (b) above is applicable, the Final Notice of Disciplinary Action.

The appeal shall also include the following information:

1. The name, title, mailing address and telephone number of the appointing authority representative to whom the notices were provided;
2. The employee's name, mailing address, and telephone number; and
3. The action that is being appealed.

(d) The employee should also include a statement of the reason(s) for the appeal and the requested relief.

- (e) Failure of an employee to provide the information specified in (c) above shall not result in a dismissal of the appeal, but shall delay processing of the appeal until the required information is provided, and may result in a reduced pay back award pursuant to N.J.A.C. 4A:2-2.10(d)4.

4A:2-3.1 MINOR DISCIPLINE – GENERAL PROVISIONS:

- (a) Minor discipline is a formal written reprimand or a suspension or fine of five working days or less.
- (b) A grievance is an employee complaint regarding any term or condition which is beyond the employee's control and is remedial by management.
- (c) The cause for minor disciplinary action shall be the same as for major disciplinary actions. *See N.J.A.C. 4A:2-2.3.*
- (d) This subchapter shall apply to local service, where an appointing authority may establish procedures for processing minor discipline and grievances.
- (e) In State service, this subchapter shall only apply to:
 - 1. Minor discipline appeals of permanent employees in the career service or persons serving a working test period. Appoint authorities may establish procedures for other employees.
 - 2. Grievance appeals of any employees in the career or unclassified services.
- (f) Grievance procedures shall be used to address any matter for which there is another specific type of appeal to the Commissioner or Board.
- (g) These rules shall not be utilized to review a matter exclusively covered by a negotiated labor agreement.

4A:2-3.2 MINOR DISCIPLINE APPEAL TO THE DFD APPEAL BOARD:

- (a) Where departmental minor discipline appeal procedures are established by a negotiated agreement, such agreement shall be the applicable appeal process.
- (b) Employees not covered by a negotiated agreement or covered by an agreement that does not address a minor discipline appeal process shall request a departmental hearing within five days of receipt of a notice of discipline or such additional time as may be agreed to by the DFD.
 - a. The departmental hearing shall be conducted within 30 days of such request unless adjourned by the consent of the parties.
 - b. The burden of proof shall be on the DFD.
 - c. The department shall make a final written disposition of the charges within 20 days of the hearing, unless the parties have consented to a time extension.

The lack of response by the department within this period shall be considered a denial of the appeal.
- (c) *See N.J.A.C. 4A:2-3.6* for conduct and scheduling and *4A:2-3.7* for appeal to the Board.
- (d) The DFD Appeal Board shall be comprised of the Department Solicitor, the Chief, the Union Local President, one Battalion Chief, and the Chairman of the Deptford Board of Fire Commissioners.

4A:2-3.3 GRIEVANCE APPEAL TO THE APPOINTING AUTHORITY:

- (a) Where departmental grievance procedures are established by a negotiated agreement, such agreement shall be the applicable appeal process.
- (b) An employee not covered by a negotiated agreement or covered by an agreement that does not address a grievance appeal process shall utilize the appeal procedures in this subchapter.
- (c) When a grievance directly concerns and is shared by more than one grievant, the grievants may appeal as a group to the first level of supervision common to the grievants.
- (d) The DFD may consolidate two or more grievances on the same level and process them as a group grievance. All shall be promptly notified of this action.
- (e) An employee may amend a grievance during the initial step at which it is processed. Such amendment may only be made for the purpose of clarification and shall be utilized to change the nature of the grievance or to include additional items.
- (f) The burden of proof shall be on the employee.

4A:2-3.4 GRIEVANCE PROCEDURE:

- (a) A grievance shall be presented in writing to the DFD or individual designated by the department to process the matter. It must be filed within 30 calendar days from either the date on which the alleged act occurred or the date on which the grievant should have reasonably known of its occurrence. Efforts should be made to resolve the matter informally.
- (b) All grievances shall :
 - 1. Specify the particular act or circumstances being grieved;
 - 2. State the requested remedy; and
 - 3. Indicating whether the employee is representing himself or herself or the name of the employee's counsel or agent.
- (c) The office or individual receiving the grievance shall notify the employee of the scheduled hearing or grievance meeting date within seven days of receipt of the grievance. Such hearing or grievance meeting shall be conducted within 30 days of receipt of the grievance, unless an additional time period is agreed to by the parties.
- (d) A written decision shall be rendered within 14 days after the conclusion of the hearing or grievance meeting.
- (e) Lack of response by the department within the periods set forth in (c) and (d) above, unless the parties have consented to a time extension, shall be considered a negative response.

An employee may be subject to discipline for:

- ❖ Incompetence, inefficiency or failure to perform duties
- ❖ Insubordination
- ❖ Inability to perform duties
- ❖ Chronic or excessive absenteeism or lateness
- ❖ Conviction of a crime

- ❖ Conduct unbecoming a public employee
- ❖ Neglect of duty
- ❖ Other sufficient cause

In instances where such action seems warranted, employees may be referred for professional counseling

FIRE DEPARTMENT COMMUNITY SERVICE OPTION

In lieu of any penalty for minor discipline at the sole discretion of the Chief of Department and Board of Fire Commissioners, Fire Department community service may be substituted for the penalties of minor discipline.

If this option is granted by the Deptford Fire Department, the employee/volunteer, upon completion of the prescribed hours of Fire Department community service, the record of the minor discipline removed from his personnel file. This removal can only be used one time for the employee's entire career and/or service. Any further incidents of minor discipline shall remain as part of his personnel file.

This section only applies to minor discipline and only applies to Deptford Fire Department community service and not for community service outside of the Deptford Fire Department.

GENERAL RULES

The Deptford Fire Department of Gloucester County, State of New Jersey, reserves the right to alter, amend, or abrogate any of the Rules and Regulations from time to time, as the service of the Fire Department may require or as state agencies mandate programs or regulations pertaining to municipal employees.

These Rules and Regulations are not intended to cover every case which may arise in the discharge of every employee's official duties.

Each employee of the Fire Department will be furnished with a copy of these Rules and Regulations, which he/she must familiarize himself/herself with, in order to understand them.

Misconduct not specifically described in these Rules and Regulations will be handled as warranted by the circumstances if the case.

If a member of the Deptford Fire Department violates these Rules and Regulations in such a way to indicate a pattern of flagrant or continuing infraction, disciplinary action of a greater severity including but not limited to, suspension without pay or termination, than is shown in this manual will be taken.

All records of disciplinary action shall be retained in the employee's personnel file and may be used as a basis for more severe disciplinary action or termination for chronic violations of the same rule from year to year. An employee may clear his/her record if no violation has occurred for a one year period from date of infraction, unless otherwise specified.

CRITICAL RULES

Violation of the following rules shall constitute immediate dismissal:

- a) Bringing intoxicants into or consuming intoxicants within the area of work or consuming intoxicants during the work day, including lunch time.
- b) Deliberate destruction or removal of Fire Department property.
- c) Being under the influence of intoxicants while on duty, or reporting for duty in such condition.
- d) Endangering the life of others.
- e) Falsification of any official records or giving false information for official records.
- f) Engaging in fighting in work areas during work hours.
- g) Gambling in work area.
- h) Performing work of inferior quality due to the employee's negligence or willful intent.
- i) Soliciting or accepting a bribe.
- j) Personal use of Department vehicle, except with Fire Department Permission.
- k) Use of drugs while on duty or reporting for duty under the influence of drugs or consuming drugs during the work day, including lunch time.
- l) Failure to report a vehicle accident.
- m) Misappropriation of funds
- n) Permitting unauthorized passengers in Department vehicles.
- o) Driving Department vehicles without a valid driver's license from the State of New Jersey.
- p) Unauthorized absence from work as scheduled without permission for five consecutive days.
- q) Inappropriate release of confidential information.
- r) Conviction of a criminal offense that adversely relates to employment.
- s) Possession of weapons

ABSENTEEISM (SICK LEAVE)

Definitions:

1. Excused – Leave acceptable to supervision
2. Unexcused – Failure to report to work without notification to supervision, the use of sick leave before or after a holiday without a doctor's certificate or any other leave not approved by supervision.

Employees shall follow all guidelines for sick leave as set forth in the current union contract between employees and the Department.

LATENESS

Absence and tardiness increase the burden on employee workloads to maintain satisfactory levels of Deptford Fire Department services.

To minimize the negative impact on both employees and Deptford Fire Department's customers, employee time records will be reviewed regularly to identify chronic absenteeism and/or tardiness problems.

Employees who exhibit attendance and/or tardiness problems will be subject to established progressive disciplinary procedures.

1. Lateness

- a) Excused – lateness due to an emergency which may arise acceptable to supervision.
- b) Unexcused – All other cases.

2. Daily Procedure

- a) Any employee who is less than fifteen (15) minutes late will punch in his time card and report to his/her supervisor, and will advise him/her of their presence and reason for the lateness.
- b) Any employee who reports more than thirty (30) minutes late will report to his/her supervisor before punching in, and receive permission to work.
- c) Any employee who realizes he/she is going to be late, will call in and report this to the department office. Employee will also call their immediate supervisor at least fifteen (15) minutes before the shift begins.
- d) Supervisors will complete the Lateness Form for all employees who are late no matter the reason for the lateness. These forms are to be turned in daily to the Chief of Department and the Clerk of the Board. The Chief of Department is to prepare a written report on a monthly basis and submit the report to the Board every month.

3. Procedures for Lateness

You will be docked the following:

<u>Late</u>	<u>Docked</u>
1-15 minutes	¼ hour
16-30 minutes	½ hour
31-45 minutes	¾ hour
46-60 minutes	1 hour

Suspensions

Anyone who is late six (6) times in a calendar year (Jan. –Dec.) (12) twelve-month period will receive a one (1) day suspension.

Anyone who exceeds six lateness's in the same calendar year will receive one (1) additional day suspension without pay for each lateness.

Anyone who exceeds the eight (8) lateness's in the same calendar year shall receive a one (1) week suspension without pay.

Any who exceeds the eight (8) lateness's in the same calendar year shall be terminated.

The above suspensions are all without pay and the Board reserves the right to schedule suspensions at their convenience.

EMERGENCY DUTY

OVERTIME

When the demands of the job exceed the normal working hours of work, employees may be scheduled and authorized to work beyond the hours of their normal work week. In the event of an emergency, employees shall be required to work overtime as directed by their supervisor.

Employees working such overtime hours will be paid in accordance with the appropriate negotiated agreement.

As much as possible, overtime will be distributed equitably among employees in the same job classification.

POLICY

1. All operational employees shall be informed prior to being employed that they are required to work standby days as part of their job responsibilities.
2. The standby personnel are required to perform necessary tasks and work occurring after the normal work hours and days.
3. No deviation from the emergency duty schedule is permitted unless approved by supervision.
4. The employee scheduled for STANDBY Duty must handle all responsibilities starting at the end of the normal workday on Friday, and be continually available until the start of the morning regular hours the following Friday.
5. The scheduled employee is responsible to work the assigned duty days. The employee may trade or swap with another employee. The employee on standby must work the entire complete schedule as defined above. No one is permitted to work 1, 2, 3, or 4 days. The total complete duty is required to be worked. The only exception to the above policy will be documented illness of the employee or immediate family members, and personal emergency situations. Documented means doctors, hospital verification or written explanations signed by the individuals involved.
6. Any changes, such as turndowns or swapping of full weeks or holidays on the emergency duty schedule shall be arranged beforehand through union officials and be reported to supervision at least one week prior to the schedule change. No changes will be permitted without such notice. It will

be the responsibility of the originally scheduled employee to work if his/her substitute is unable to fulfill their duties.

7. Swaps and turndowns may be cancelled if scheduling problems occur. If cancelled, all employees will follow the schedule set forth by the Deptford Fire Department whereas the employee will be required to work their own scheduled emergency duty with no exception.
8. Any employee not abiding by the above outlined Stand-by policy will be considered in violation of Rule number 3 of Group A Rules.

DOCTOR'S CERTIFICATE

Refer to New Jersey Administrative Code 4:1-17.18 and the current Union Contract.

NON-SMOKING REGULATIONS

It is the policy of the Deptford Fire Department that smoking shall not be permitted in the work place. Smoking is permitted outdoors, but not where there are sensitive or hazardous materials or in other areas which are so designated by the Department.

Smoking is also not permitted in any Fire Department vehicle as per DFD Directive 1993-10.

ATTENDANCE AND PERSONAL RECORD CARD

Attendance and personal records will be maintained by the fire department on every employee and volunteer member of the department.

These records may be written or electronic in form.

REPEAL OF INCONSISTENT RULES AND REGULATIONS

Any and all rules and regulations, amendments to rules and regulations or parts of Rules and Regulations of the Department, heretofore annotated, which are inconsistent with these Rules and Regulations, are hereby repealed.

SEVERABILITY

If any section, subsection, clause or phrase of these Rules and Regulations is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of the Rules and Regulations.

EFFECTIVE

These Rules and Regulations shall take effect immediately.

TERMINATION FOR CAUSE

A Supervisor may make a written recommendation to terminate an employee for cause when he/she feels such an action is in the best interest of the Deptford Fire Department. Such recommendation, including reasons and documentation of progressive discipline actions, shall be submitted to the Chief or his designee.

The Chief or his designee will meet with the Board of Fire Commissioners and the Deptford Fire Department Attorney to discuss the recommendation. The Chief of Department or his designee will then present a recommendation for action to the Board of Fire Commissioners.

If the Board approves termination, the Chief or his designee will notify the employee in writing of his/her termination.

For the procedures concerning Preliminary Notice of Disciplinary Action, Hearings and Final Notice of Disciplinary Action, see **N.J.A.C. 4A:2-2.1 et seq.**

Volunteer members of the Deptford Fire Department shall be subject to the same termination procedures.

SALARY MATTERS

Compensation

Pay periods for all employees are one week in length starting on a Monday and ending on a Sunday. Paychecks are distributed weekly. If a payday falls on an official holiday, paychecks will be issued the prior work day.

All phases of the compensation plan will be administered according to the terms of the appropriate negotiated agreement and will be in compliance with N.J.S.A. 11A et seq and N.J.A.C. 4A et seq.

HOLIDAYS, VACATIONS, SICK, AND OTHER LEAVES

HOLIDAYS

Holidays shall be governed by the Collective Bargaining Agreement. All employees who are not subject to the Collective Bargaining Agreement shall have the following paid holidays:

- ❖ New Year's Day
- ❖ Martin Luther King's Birthday
- ❖ Lincoln's Birthday
- ❖ Presidents Day or Washington's Birthday
- ❖ Good Friday
- ❖ Memorial Day
- ❖ Independence Day
- ❖ Labor Day
- ❖ Columbus Day
- ❖ General Election Day
- ❖ Veterans' Day
- ❖ Thanksgiving Day
- ❖ Friday following Thanksgiving Day
- ❖ Christmas Day

If a paid holiday falls on a Sunday, it will be observed by following Monday. If a paid holiday falls on a Saturday, it will be observed the preceding Friday.

To be paid holiday pay for an unworked holiday, an employee must be on active pay status and have been paid for his last scheduled work day before and the first scheduled work day after the holiday.

If a paid holiday occurs while an employee is on an approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.

When it is necessary for an employee to work on a paid holiday to maintain operations, the employee will be compensated in accordance with the provisions of the appropriate negotiated agreement.

The observance of religious holidays other than those listed as official paid holidays will be granted and charged as personal or vacation days.

VACATION

Vacations shall be governed by the Collective Bargaining Agreement. All employees who are not subject to the Collective Bargaining Agreement shall be entitled to paid vacation days as follows:

New employees shall only receive only one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. They will then receive 1 day per month through the rest of the year.

Full time employees shall receive paid vacations each year in accordance with the following schedule based on years of service:

- ❖ Up to and through the first year of service – 1 day per month.
- ❖ Starting the first day of the second year through the fourth year – 12 working days.
- ❖ Starting the first day of the fifth year through the ninth year – 15 working days.
- ❖ Starting the first day of the tenth year through the fourteenth year - 25 working days
- ❖ Starting the first day of the fifteenth year and for every year thereafter – 30 working days

Vacation time is credited at the beginning of the calendar year in anticipation of continued employment.

Additional vacation day allotments will be granted in accordance with the current negotiated agreements.

Employees may not amend vacation requests once submitted and approved by the Chief of Department or his designee.

Each employee, whether provisional or permanent, will accrue vacation at the rate described below.

Requests for first and second vacation weeks shall be submitted via Vacation Book circulated starting November 1 of each year and must be completed in total by December 1 of the same year, i.e. 30 Days. If the book is not returned all requests for vacation will be null and void and all vacations going forward will be at the sole discretion of the Board. The book will be circulated in seniority order to the Union members. After each member

has chosen their first and second week choices, all other vacation requests will be submitted on the Request for Leave form to the Chief of Department or his designee directly. The following rules shall apply when making vacation selections:

1. No more than two (2) firefighters will be off on any day. Exceptions in limited circumstances by the Board of Fire Commissioners only.
2. A Fire Marshal shall be available during normal working hours;
3. No two station officer may not be off at the same time;

Employees shall provide at least one week's notice for requests for four days of vacation or more or at least two days notice for vacation of three days or less. Requests submitted by such time will be honored if possible however; proper staffing of department units must take precedence over all other considerations in scheduling vacations. Should conflicts arise because more than one employee desires the same time off, length of service according to date of hire will prevail.

Vacation time for all employees must be taken in full day increments rather than on an hourly basis.

Any employee who exhausts all of his/her vacation leave in any one year shall not be credited with additional paid vacation until the beginning of the next calendar year.

If employment terminates prior to the end of the calendar year, the employee shall be responsible for reimbursing the Deptford Fire Department for any vacation leave which has been used, but not yet earned.

Once a vacation leave has been used it may not be reassigned to sick or personal time. However, if an employee becomes sick during vacation requiring hospitalization or is of such a serious nature and is substantiated by appropriate documentation, at the sole discretion of the Chief of Department or his designee, a portion of vacation may be changed to sick leave.

SICK LEAVE

Sick leave shall be governed by the Collective Bargaining Agreement. All employees who are not subject to the Collective Bargaining Agreement shall be entitled to the following sick days:

During the initial month of employment, full time employees will receive 1 working day of sick leave if they begin work on the 1st through the 8th day of the calendar month, and ½ working day if they begin on the 9th through the 23rd day of the month. No credit is earned if an employee begins work on the 24th day of the month or after.

After the initial month and up to the end of the first calendar year, full time employees earn 1 working day for each month of service. At the beginning of each calendar year thereafter, full time employees shall have 15 working days of sick leave credited in anticipation of continued employment.

Part-time employees are entitled to proportionate amounts of paid sick leave.

Sick leave may be used for personal illness or injury, exposure to contagious disease, or care of a seriously ill member of the employee's immediate family. For the purposes of this policy, immediate family shall include an employee's father or step-father, mother or step-mother, spouse, child or foster child, brother, sister, mother-in-law, father-in-law, and any relatives of the employee residing in the employee's household.

Paid sick days shall not accrue during leave of absence without pay or suspension. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

Unused sick days shall be governed by the most current Collective Bargaining Agreement.

When an employee retires, the Deptford Fire Department may buy back a portion of unused sick leave in accordance with the terms of the appropriate negotiated agreement.

If an employee terminates employment prior to the end of the calendar year, the employee shall be responsible for reimbursing the Deptford Fire Department for any sick leave which has been used, but not yet earned.

For long-term absences, the employee will send a memo to the Chief of Department or his designee stating the anticipated length of the employee's absence.

The Deptford Fire Department may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave; four (4) or more separate incidents of absence (i.e. where no doctor's note was submitted) in ninety calendar days; or an employee has been absent on sick leave for five (5) or more consecutive work days.

Any use of sick leave shall be recorded as an incident. However, consecutive days of sick leave shall be considered one incident.

When an illness is of a chronic or recurring nature causing occasional absences of one day or less, one proof of illness shall be required for every ninety (90) days calendar period. The proof of illness must specify the nature of the illness and that it is likely to cause periodic absences from employment.

Each employee will be permitted two (2) sick occurrences per year for family emergencies only. The employee shall use vacation or personal time, if needed, for family illness after the second occurrence. Temporary or seasonal employees are not eligible for any sick leave benefits.

An employee calling in sick the day before or after a personal or vacation day or official holiday, must produce a doctor's note with no exceptions. Failure to produce a valid doctor's note will result in suspension of pay for that sick time after the personal or vacation day or official holiday. A letter of warning of disciplinary action will be issued after the first occurrence without a doctor's note. A second occurrence will result in disciplinary action.

Feigning illness or presentation of a false medical certificate by an employee for purposes of avoiding reporting for duty will be considered as failure to report for work and as an unauthorized absence.

Routine medical appointments are limited to two (2) in a one (1) year period (assuming that no appointments are available to the employee in the evening or weekends). Records of sick leave accrued and utilized shall be maintained by the designated agent/employee of the Department and the individual employee.

All employees are responsible for notifying their immediate Supervisor if they will be absent due to the use of sick leave prior to the employee's start time.

Failure to follow the procedure for notification of absence due to sick leave will result in denial of sick leave for that absence and/or disciplinary action.

An employee must submit official proof of the use of sick leave when:

- ❖ The employee has been absent for four (4) separate incidents in ninety (90) calendar days;
- ❖ The employee has been absent using sick leave for three (3) or more consecutive days;
- ❖ The Chief of Department or his designee determines that such a requirement appears reasonable;
- ❖ The employee calls in sick before or after a personal or vacation day of before or after an official holiday.

Sick time is Department time, not employee time. Employees calling in sick are expected to be at home except for doctor's appointments or visits to a pharmacy. The Chief of Department or his designee reserves the right to visit or call the employee at his residence to check on the employee's condition and/or verify his/her presence.

The Chief or his designee will require a medical certificate/release from the attending physician stating that the employee is able to return to perform their regular duties and doing so would not jeopardize the health of the employee or other employees.

The employee's immediate Supervisor must forward the medical certificate/release to the Chief of Department or his designee for the employee's personnel file.

PERSONAL DAYS

Personal days shall be governed by the Collective Bargaining Agreement. All employees who are not subject to the Collective Bargaining Agreement shall be granted personal days at the beginning of each calendar year in anticipation of continued employment. Personal days shall be cumulative.

Part-time employees are entitled to proportional amounts of paid personal leave.

An employee will earn one day for each six months of work up to the maximum number of days set forth in the appropriate negotiated agreement.

Personal days must be taken in hourly increments only up to and including one work day. All personal days must be exhausted by January 31st of the following year.

Any employee who exhausts all of their personal days in any one year shall not be credited with additional paid person days until the beginning of the next calendar year.

If an employee terminates employment prior to the end of the calendar year, the employee shall be responsible for reimbursing the Deptford Fire Department for any personal days (time) which has been used, but not yet earned.

Except for emergencies, all requests for use of personal days must be submitted via the Request for Leave form to the Chief of Department 48 hours in advance. Approval or Rejection will be given within 24 hours of receipt of the request. In case of emergency, an employee shall notify his/her Supervisor as soon as possible.

BEREAVEMENT LEAVE

This subject shall be governed by the most current Collective Bargaining Agreement.

The employee may be required to submit proof of death.

MILITARY LEAVE

The Deptford Fire Department will grant military leave for eligible employees in accordance with the provisions of the New Jersey Administrative Code.

Upon receipt of military leave orders; the employee shall submit a copy of the orders to the Chief of Department/designee as soon as possible.

JURY DUTY / WITNESS SUPOENA LEAVE

Employees summoned to serve jury duty shall be paid their regular rate of pay by the Deptford Fire Department. Any compensation received by the employee shall be returned to the Deptford Fire Department.

Employees who are subpoenaed to testify in civil or criminal cases involving them in their capacity as Deptford Fire Department employees may be granted a paid leave of absence for the time in which they are officially involved with the court in that capacity.

Employees who are subpoenaed as witnesses in civil or criminal cases not involving them in their capacity as Deptford Fire Department employees must utilize accrued vacation of personal leave.

Employees summoned as jurors or subpoenaed as a witness must submit a copy of the summons with a written request for leave to the Chief of Department /designee indicating the anticipated day of return.

Employees must notify their Supervisor as soon as possible if the length of jury duty has been extended beyond the original return date.

On the first day of their return to work, employees must present a jury attendance slip, provided by the court authority, to the Chief of Department /designee to be attached to the weekly time card.

LEAVE WITHOUT PAY

Permanent employees may be granted leaves of absence without pay for a period not to exceed one year. For exceptional circumstances, such leave may be extended beyond one year.

A leave of absence without pay may be granted form but is not limited to the following:

2. Pregnancy-disability and child care leave.
3. Employee illness which extends beyond accumulated sick, vacation or other paid leave.
4. Educational opportunities.

An employee who wishes to take a leave of absence without pay must first submit a written request to his/her Supervisor stating the reason for and the inclusive dates of the leave.

Employees granted leaves of absence without pay must, in writing, either confirm the date of return or request an extension.

For leave if six months or more in duration, written notification of intent must be submitted four weeks before leave expires.

For leaves of less than six months, written notification must be submitted on the date agreed upon at the time that the leave was granted.

If an employee wishes to extend a leave without pay, he/she must submit a written request to his/her Supervisor stating the reason for the extension and the inclusive dates of the additional leave. The Deptford Fire Department must request approval from the New Jersey Department of Personnel if it wishes to grant such an extension.

Since leaves of absence may affect certain employee benefits, employees should see the Chief of Department/designee to discuss possible continuation of such benefits.

The Deptford Fire Department will determine the continuation of health benefits, if any, during the approved leave of absence without pay.

Vacation and sick leave shall not accrue while an employee is on approved leave of absence.

EMPLOYEE BENEFITS

MEDICAL BENEFITS

Medical benefits shall be governed by the Collective Bargaining Agreement. All employees who are not subject to the Collective Bargaining Agreement shall be entitled to the following medical benefits:

Full-time employees or part-time employees who work 25 hours per week or more or senior members of staff as determined by the Deptford Fire Department are eligible for medical insurance coverage offered by the Deptford Fire Department for themselves and their eligible dependents.

Medical Benefits are offered through an approved health plan and include regular physician visits as well as full hospitalization and a prescription card. The premium for this coverage is paid for by the Deptford Fire Department for their eligible dependents with a co-pay provision for prescriptions.

Health benefits are effective after the employee completes 30 days of employment. In order to insure that coverage begins in the effective date, employees must complete the necessary forms and return them to the Chief of Department/designee's Office within 30 days of their employment date. If employees neglect to enroll themselves or any eligible dependents prior to the effective date and enroll at a later date, penalties will apply. The rules governing "late entrants" are stated in each benefit booklet and are enforced by the separate carriers independently.

Changes in enrollment are the employee's responsibility. Employees should make sure changes are correct and are done in a timely fashion. Questions regarding these benefits can be answered through the Chief of Department/designee's office.

DON'T FORGET. Under Federal law (COBRA or the Consolidated Omnibus Budget Reconciliation Act of 1985) either you or your family have the opportunity to temporarily extend your health coverage at group rates in certain instances where coverage under the plan in which you or a family member would otherwise end. If you have any questions about COBRA, please refer them to the Chief of Department /designee.

The Chief of Department/designee will provide enrollment forms and information about the features of the available programs for all employees. All employees must select either HMO or PPO cover, or indicate that they wish no coverage.

Any eligible employee who fails to enroll his/her dependants may only enroll during the open enrollment period.

After retirement, termination of coverage, or while on an approved leave of absence, health benefit coverage may be continued. To ensure group coverage, employees should see the Chief of Department/designee as early as possible for complete details.

Errors in either enrollment and/or claim forms are the responsibility of the employee and not the employer.

PRESCRIPTION PLAN

This subject shall be governed by the most current Collective Bargaining Agreement.

DENTAL BENEFITS

This subject shall be governed by the most current Collective Bargaining Agreement.

VISION BENEFITS

This subject shall be governed by the most current Collective Bargaining Agreement.

GROUP LIFE INSURANCE PROVIDED BY THE EMPLOYER

Group Life Insurance is provided by the Department, and is offered to all union employees working 25 hours or more per week, and their eligible dependents.

Enrollment forms must be completed within the first 30 days of employment for those electing coverage. Life Insurance will be in force after 30 days of employment. The life schedule is as follows:

Employee - \$10,000 Life and Accidental Death and Disability

Spouse - \$5,000 Life and Accidental Death and Disability

Dependent Child –

14 days to 6 months - \$500 Life and Accidental Death and Disability

6 months to 23 years - \$2,500 Life and Accidental Death and Disability

Public Employees Retirement System (PERS) Insurance

Once you become a member of the Public Employees Retirement System (PERS), you usually are automatically reenrolled in the Group Life Insurance provided under the State Benefits Health Plan. The Deptford Fire Department pays for the non-contributory life insurance portion of this coverage. During your first 12 months of employment, you must carry additional contributory life insurance coverage under this plan. Your contribution, which is based on a percentage of your salary, is deducted from your paycheck.

Once the mandatory 12-month period has passed you may withdrawal from the contributory life portion; however, once you withdraw you cannot ever be insured under contributory life again. Contributions which you make to contributory life, by law, are not refundable for any reason.

If you terminate your employment before you retire, or if your group life insurance coverage ends while you are on leave of absence, your life insurance coverage will continue for 31 days. During this time, you may convert all or part of your coverage to an individual policy without a medical examination.

Any forms or additional information about group life insurance should be referred to the Chief of Department / designee's office.

PENSION PLAN

Most employees of the Deptford Fire Department are eligible for enrollment in either the Public Employees Retires System (PERS) or the Police and Fire Retirement System (PFRS). The Chief of Department/designee's office will provide you with an application for the appropriate pension system which you must complete and return to them as soon as possible. Once you are enrolled as a member of either PERS or PFRS, you will continue to make contributions to the pension fund through automatic payroll deductions; the Deptford Fire Department also contributes to your pension account.

If you terminate your employment before you retire, your contributions will be refunded to you from pensions after a two year period. After three years of credited service, you may borrow up to one-half of your contributions. You repay any pension loans through automatic payroll deductions; pension loans are limited to two per year. The Chief of Department/designee's officer has information and applications for pension loans.

If you plan to retire, you should contact the Chief of Department/designee's Office at least six months in advance; to allow the New Jersey Division of Pensions sufficient time to process your retirement application, since delays in processing your application will affect your collecting benefits. Retirement begins the first of a month with benefits paid at the end of the month. The Chief of Department/designee's Office has forms and additional information about retirement, as well as all other aspects of PERS/PFRS.

WORKERS COMPENSATION

All employees of the Deptford Fire Department are covered by workers compensation disability insurance. All on-the-job injuries or accidents, no matter how minor, must be reported to your supervisor immediately. In addition, if you are injured, your Supervisor will provide you with an Employee's Report of Injury form, which you must complete and return to your supervisor within 24 hours of the incident. If you are unable to complete the form, your supervisor will assist you.

FAILURE TO REPORT INCIDENTS OR COMPLETE FORMS WITHIN THE ESTABLISHED TIME FRAMES MAY JEOPARDIZE YOUR CLAIM FOR WORKERS COMPENSATION BENEFITS.

If you are injured on the job, you must see the Deptford Fire Department-insurance company approved physician and obtain a medical certificate which states the diagnosis and the estimated length of your disability. This certificate should be returned to your supervisor as soon as possible, preferably the next day.

If your injury requires hospitalization, your hospital treatment will be approved, however, any referrals by the hospital for further treatment must be approved by the Deptford Fire Department – insurance company approved physician.

Physical Therapy, if required, may only be performed by a physical therapist approved by the Deptford Fire Department – insurance company.

After an on-the-job injury, you must obtain a medical certificate from the Deptford Fire Department – insurance company approved physician authorizing your return to work. Under no circumstances will you be permitted to resume your duties without such a certificate. Forms and more detailed information are available from the Chief of Department/designee.

UNEMPLOYMENT COMPENSATION

Employees who lose their jobs through circumstances beyond their control or who are working less than full-time because of a lack of full-time employment may be covered by the Unemployment Compensation Law. Both the Deptford Fire Department and its employees make contributions toward the financing of the Unemployment Compensation Insurance Program.

EDUCATIONAL BENEFITS

Employees are encouraged to receive job-related training and education by attending college courses, seminars, professional conferences, and New Jersey Department of Personnel Human Resource Development Institute programs. Reimbursement for educational expenses shall be in accordance with negotiated agreements and/or evaluated on a case by case basis.

Employees wishing to pursue job-related educational opportunities must submit a written request to their immediate Supervisor for advance approval.

If the Supervisor approves and if funds are involved, the request will be forwarded to the Chief of Department for final approval. In instances where grades are awarded, the employee must maintain a grade of “C” or better at course completion in order to be eligible for reimbursement for tuition and/or books.

Employees may attend Continuing Education Unit (CEU) classes, while on duty, to keep up fire related certifications. Members will only be approved for one (1) CEU class per semester.

HOURS OF WORK

This subject is governed by the current Collective Bargaining Agreement. For employees not governed by the CBA the following shall apply:

The work week for all office employees shall be thirty-five (35) hours per week, exclusive of (1) hour unpaid lunch.

Employees are expected to be at their work stations and ready for work at their prescribed starting time, unless an alternate start and finish time has been approved.

Office employees may not eat at their desks, but should use the facilities provided to that purpose.

All Deptford Fire Department employees must report to work during adverse weather conditions. It is the employee's responsibility to telephone their Supervisor prior to the start of the workday to determine if it will be necessary for the Department to close during adverse weather conditions. During normal work hours, if it is necessary to close the office because of adverse weather conditions, all employees will be notified by the Chief of Department/designee.

In the event that an employee during adverse weather conditions or other emergencies does not report to work and is not on a scheduled vacation, personal day or is not on sick leave prior to that adverse weather condition or emergency, the employee will not be paid for the day and will not be able to charge vacation, personal or sick leave.

OFFICE POLICES AND PROCEDURES

REPORTING INCIDENTS

Employees should perform their duties, utilize Deptford Fire Department property and operate Deptford Fire Department vehicle and equipment in a safe and responsible manner. Any employee who is involved in an incident involving a Deptford Fire Department employee, property, equipment or vehicles, no matter how minor, for which the Deptford Fire Department may be held accountable, now or in the future, shall report the incident to his/her supervisor.

Employees may be liable for damages incurred to or caused by Deptford Fire Department equipment, property, and/or vehicles if such damage is the result of employee negligence.

The employee must also complete an Incident Report by the end of the next working day. If the employee is unable to do so, the employee's immediate Supervisor must complete the report for the employ.

SAFETY

The health and Safety of all employees is a major concern of the Deptford Fire Department. For the protection and welfare of its employees, the Deptford Fire Department will insure that its operations are in accordance with the safety provisions defined by the following:

- ❖ PEOSHA (Public Employees Occupational Safety & Health Act)
- ❖ OSHA (Occupational Safety & Health Act)
- ❖ Deptford Fire Department, Bureau of Fire Prevention
- ❖ New Jersey Department of Labor.

Any safety equipment issued to an employee must be worn as required or disciplinary equipment will be taken against the employee.

As safety procedures are established or modified, employees will be kept informed.

First Aid

For first aid, employees should dial 9-1-1 if necessary. First aid boxes will be located in each station or apparatus.

Police or Ambulance Services:

Employees should dial 9-1-1 if necessary to request police or ambulance services.

If police or ambulance assistance is called to a station, the Chief of Department / Duty Chief shall be notified of the circumstances as soon as possible.

Bomb Threats:

Employees should dial 9-1-1 immediately and evacuate the building according to police instructions. In the event that any station is evacuated, the Chief of Department / Battalion Chief shall be notified immediately.

Fire:

To report a fire, employees should dial 9-1-1.

Fire extinguishers are located throughout the buildings and will be inspected regularly.

The Fire Official / designee shall conduct annual fire checks of the buildings.

USE OF DEPTFORD FIRE DEPARTMENT PROPERTY AND VEHICLES

Equipment and supplies assigned to employees are the responsibility of those employees and are to be used for Deptford Fire Department business only. Unauthorized use of or removal of Deptford Fire Department equipment and/or supplies shall be cause for disciplinary action and/or termination of employment (**N.J.A.C. 4A:2-23**). Employees may be held liable for damages incurred to or caused by Deptford Fire Department equipment, property, and/or vehicles of such damage is the result of employee negligence

Any incidents involving Deptford Fire Department employees, property or vehicles, which result in damages or injuries, no matter how minor, must be reported by the employee to his/her supervisor immediately. (See Reporting Incidents Involving Deptford Fire Department Employees or Property in this section of the manual.)

Employees who fail to follow established reporting procedures or are negligent in the use of Deptford Fire Department property or vehicle will be subject to disciplinary action.

Employee's assigned vehicles are responsible for ensuring that their vehicles are clean, in good operating condition, serviced according to the established preventative maintenance schedule, and inspected by the New Jersey Division of Motor Vehicles as required.

Only authorized personnel may be transported in Deptford Fire Department vehicles.

Supervisors shall authorize employee use of vehicle assigned to their work unit.

Vehicles shall be used for official, work-related activities only.

Insurance premiums are paid by the Deptford Fire Department. Current insurance cards will be placed in the vehicle glove compartments. It is the operator's responsibility to ensure that the current vehicle registration and insurance card are in his/her possession.

All Department personnel shall possess a current, valid New Jersey Driver's license. Possession of a valid CDL license may be required as designated.

The Deptford Fire Department will periodically call for employee/volunteer driving records from the New Jersey Motor Vehicle Commission. Any employee whose driving record is judged to be unsatisfactory will have their department driving privilege revoked. The employee/volunteer may request that their driving privilege be restored after presenting proof of satisfactory completion of remedial training and/or documented reduction of points on their driver's license.

All occupants of Deptford Fire Department vehicles SHALL wear seat belts at all times.

PERSONAL TELEPHONE CALLS

Telephones are for the use of employees in conducting official Deptford Fire Department business. Call shall be answered promptly and all callers treated courteously.

Employees are not authorized to accept collect telephone calls. Personal telephone calls, except for emergencies, are not permitted during regular work hours.

The use of personal mobile telephones shall be kept to a minimum and not interfere with any employees regular duties. The Deptford Fire Department reserves the right to have all mobile telephones turned off if they interfere with employees regular duties.

VISITORS

Employees are strongly discouraged from entertaining personal visitors during work hours. Should such visits occur, the length of the visit should be restricted to 10 minutes, or during lunch or coffee breaks.

PERSONNEL FILES

Employees shall only view their personnel files in the presence of the Chief of Department / designee and are not permitted to remove documents from the file folders or to take the file folders from the applicable office.

Employees who wish to have copies of any documents in their personnel folders may receive them at no charge providing a written request is submitted through the union representative. Copies will be made within a reasonable amount of time.

Employees whose duties require access to personnel documents or information must maintain the confidentiality of such. Violators of this confidentiality may be subject to disciplinary action.

Changing Vital Information

Each employee is responsible for notifying the Clerk immediately of any changes in the following vital information:

- ❖ Name
- ❖ Address
- ❖ Telephone Number
- ❖ Dependent children
- ❖ W-4 form deductions
- ❖ Changes in health care program status
- ❖ Changes in beneficiaries in life insurance and pension program
- ❖ Family / marital status

Also, changes in name, address or telephone number shall be reported to the immediate Supervisor.

STRIKES

According to the provisions of the negotiated agreement(s), employees of the Deptford Fire Department are not permitted to strike. Recognized unions will not engage in any strike, work stoppage, slowdown, walkout or other job action against the Deptford Fire Department.

The Deptford Fire Department will not institute a lockout against it employees.

DRUG AND ALCOHOL ABUSE

It is the policy of the Deptford Fire Department to create a drug free environment in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988.

The use, sale, dispensing, possession or manufacture of illegal drugs and narcotics or alcoholic beverages on any fire department controlled premises is prohibited. This prohibition also covers all legal or prescription drugs which impair an employee's ability to perform his/her job safely and properly.

Any employee who reports for duty or is found to be under the influence of drugs or alcohol which impairs judgment, performance or behavior while on official business will be subject to termination.

Any employee who feels that he/she has a problem with drugs or alcohol is encouraged to seek outside professional counseling before the problem affects judgement, performance or behavior.

All Department personnel may subject to drug and alcohol testing for pre-employment, after a motor vehicle crash or for just cause. Refer to Appendix IV of this document for further information.

CREDIT INFORMATION

References, salary, and related information will be furnished to authorized persons or lending institutions upon written request to the Chief of Department / designee if authorized by the employee.

In response to telephone requests, the Chief of Department / designee will only confirm employment.

POLITICAL ACTIVITY

No employee in the career service shall directly or indirectly use or seek to use his or her position to control or affect the political action of another person or engage in political activity during working hours.

No employee in the career or unclassified services whose principal employment is in connection with a program financed in whole or in part by Federal funds or loans, shall engage in any of the following prohibited activities under the Hatch Act (5 U.S.C. 1501 et seq.):

- ❖ Be a candidate for public office in a partisan election. This provision does not apply to the mayor of city, the elected head of an executive department or an individual holding elective office, where that office is the sole employment connection to federally funded programs;
- ❖ Use official authority or influence that interferes with or effects the results of an election or a nomination for office; or
- ❖ Directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

The Office of Special Counsel of the United States Merit System Protection Board has responsibility for the investigation of Hatch Act matters.

IDENTIFICATION CARDS

All employees will be issued a photo ID card. ID cards must be available for presentation by an employee upon request.

Each employee is responsible for ensuring that the information on his/her ID card is current at all times. Any changes in this information shall be reported to the Chief of Department /designee's office by the employee for issuance of a new card.

Each employee must immediately report a lost or stolen ID card to the Chief of Department / designee. There will be an at-cost charge for the replacement of a lost ID card.

When terminating employment, each employee must surrender his/her ID card to the Chief of Department / designee.

Upon request, employees who retire in good standing from the Deptford Fire Department may be issued an ID card that indicates their retired status.

APPEARANCE

Each employee in the Administrative Office is expected to dress appropriately for the job. Appropriate standards shall be set by each Supervisor considering such factors as:

- ❖ Nature of work
- ❖ Safety, including necessary precautions when working with or near machinery
- ❖ Nature of employee contact with the public and the normal expectations of outside parties toward employees
- ❖ Practices in similar jobs
- ❖ Consideration of the image the Deptford Fire Department wishes to project.

An employee is subject to disciplinary action if he/she fails to conform to established standards. If an employee wishes to appeal this action, he/she must conform to the existing standards until a decision is rendered.

Examples of failure to maintain appropriate standard of neatness and grooming are unkempt clothing and careless personal hygiene.

All operational personnel are required to be clean shaven so that facial hair does not interfere with the use of any respiratory protection equipment. Mustaches are permitted as long as they do not interfere with the use of any respiratory protection equipment.

BULLETIN BOARDS

Bulletin boards reserved for specific purposes are maintained in several locations for the information of employees, the unions and the general public.

Employees shall not remove any memorandums posted by management

CONDUCT

Employees are expected to conduct themselves in a manner which exhibits a respect for the rights and property of the Deptford Fire Department, fellow employees and customers. While many of these behaviors are addressed under specific policies, the following list, while not all inclusive, further identifies examples of inappropriate behavior:

- ❖ Bringing intoxicants into or consuming intoxicants within the area of work or consuming intoxicants during the work day, including lunch time.
- ❖ Deliberate destruction or removal of Department property.
- ❖ Being under the influence of intoxicants while on duty, or for reporting for work in such condition.
- ❖ Endangering the life of others.
- ❖ Falsification of any official records or giving false information for official records.
- ❖ Engaging in fighting in the work area during work hours.
- ❖ Gambling in the work area.
- ❖ Performing work of inferior quality due to employee's negligence or by willful intent.
- ❖ Soliciting or accepting a bribe.
- ❖ Personal use of Department vehicles, except with Fire Department permission
- ❖ Use of drugs while on duty or reporting for duty under the influence of drugs or consuming drugs during the work day, including lunch time.
- ❖ Failure to report a vehicle accident,
- ❖ Permitting unauthorized passengers in Department vehicles
- ❖ Driving Department vehicles without a valid driver's license from the State of New Jersey.
- ❖ Abandonment of job as a result of absence from work as scheduled without permission for five consecutive days.
- ❖ Inappropriate release of confidential information
- ❖ Possession of weapons.
- ❖ Sleeping on duty.
- ❖ Excessive reading of books, magazines or newsprint while on duty, except where required in the line of duty.
- ❖ Failure to report for duty without reason.

- ❖ Insubordination or direct disobedience of to supervisors.
- ❖ Conduct that will elicit discredit upon the Department during working hours.
- ❖ Violating a motor vehicle law with a Department vehicle.
- ❖ Failing to report a personal injury sustained by oneself.
- ❖ Writing the time in or out on a time card without Department permission.
- ❖ Sick leave abuse.
- ❖ Leaving the work area without permission during work hours
- ❖ Threatening co-workers
- ❖ Political activity during work hours
- ❖ Misuse of authority or position
- ❖ Loss of Fire Department property or damage due to carelessness
- ❖ Failure to secure work area or follow safety and security procedures
- ❖ Creating or contributing to unsanitary condition.
- ❖ Soliciting for any other purpose within the Department property area without permission of the department supervisor.
- ❖ Soliciting for personal gain
- ❖ Failure to call immediate supervisor prior to starting time when employee will be absent due to illness.
- ❖ Taking morning and afternoon coffee breaks without permission of immediate Supervisor.
- ❖ Improper business appearance or attire.
- ❖ Unauthorized personnel in an office work area or restricted/secured area, unless on official business.
- ❖ Speedy driving upon leaving the Fire Department grounds.
- ❖ Unauthorized use of operational or office equipment.
- ❖ Unauthorized posting or removal of notices and announcements.
- ❖ Waste of Department materials and supplies

LITERATURE AND SOLICITATION

Solicitations, ticket sales, requests for contributions, distribution of literature and similar activities can seriously interfere with a safe, productive working environment. These activities are not normally allowed.

Exceptions may occasionally be granted to collect money for presents, flowers, parties, charitable donations or relief of hardship. In these exceptional cases, permission must be obtained from the Supervisor or Chief of Department / designee. All approved solicitations shall be made in non-working area such as the lunch room while all parties are off-duty or on authorized breaks.

In considering requests for exception, the Chief of Department / designee should consider these factors:

- ❖ Whether the activity would interfere with work performance, official communications or other necessary agency activities.
- ❖ Whether the activity is required, governed or prohibited by law. Refer any questions to legal counsel.
- ❖ The importance of the activity to the work force as a whole. As examples, a recreation program for employees would normally justify an exception; an announcement by an outside organization would not.
- ❖ Whether the activity would affect the image of the Deptford Fire Department.

The Chief of Department / designee may impose any conditions and restrictions necessary to meet these standards.

APPENDIX I

Mission Statement

The mission of the Deptford Fire Department is to provide efficient, cost effective fire protection to our customers; the residents and commuters of Deptford Township, in accordance with state and nationally recognized standards and practices.

We shall achieve this through the use of standardized policies and training on the latest techniques and equipment while maintaining the highest level of safety for our members.

We pledge to serve in accordance with our adopted Code of Conduct, while achieving the highest levels of performance.

APPENDIX II

CODE OF CONDUCT

Professionalism: To carry out the highest standards of professionalism while both on and off duty. This includes treating fellow firefighters, citizens, and other professionals with the utmost dignity and respect. Wearing the appropriate uniform and protective gear while on-duty. Refraining from conduct which would cause embarrassment or disgrace to colleagues, the department or stations.

Partnership: To develop and nurture a relationship with the citizens of Deptford Township, colleagues, and the township government to provide superior fire prevention, education and suppression.

Drug-Free Department: To maintain a drug-free work environment by refraining from using drugs or tolerating drug use by colleagues.

Empowerment: Develop an organization that reflects community values and facilitates citizen participation.

Problem Solving: Rendering services through innovative, proactive, and public safety responses to the needs of the residents of the township and those in need of assistance.

Sexual Harassment & Discrimination: To refrain from any conduct which creates an environment of sexual harassment, or amounts to age, race or religious discrimination.

Public Service: To always remember that we are founded upon service to the public and to conduct ourselves accordingly.

APPENDIX III

DEPTFORD FIRE DEPARTMENT POLICY PROHIBITING DISCRIMINATION, AND HARASSMENT IN THE WORKPLACE

SUMMARY

The Deptford Fire Department recognizes the dignity and self worth of all members. Accordingly this department has adopted a zero-tolerance policy against any form of either sexual harassment or discrimination and to ensure protection from all forms of sexual harassment, or discriminatory treatment prohibited by the Constitution of the United States of America and the Constitution of the State of New Jersey.

The scope of this policy includes all members of the department and any agent regularly doing business with the department. Any violation of this policy may result in disciplinary action up to and including removal from the department as well as possible civil or criminal prosecution.

Any member believing that he or she is the victim of either harassing behavior or discriminatory treatment is urged to report the incident without delay in the manner described herein.

It is understood that, no member shall suffer negative consequences for reporting harassing or discriminatory behavior, in good faith, regardless of whether they are the victim or an interested party who has knowledge of such behavior being conducted within the department.

Finally, this document contains procedures to be followed for both initiating and processing a complaint.

POLICY

SECTION I: OVERVIEW

The Deptford Fire Department, hereafter referred to as the department, recognizes the dignity and self worth of its members. Thus, the department is committed to providing its members with a work environment that is free from either discriminatory practices, sexual harassment, or environments that are hostile.

This policy strictly prohibits all forms of discrimination either implicit or explicit against any member as listed in the Preamble of the New Jersey Law against Discrimination. This policy includes protections from discriminatory practices including: hiring, promotions, training, assignments, termination, compensation, working conditions, and career progression and development.

This policy shall govern the behavior and treatment of department members while members are in the workplace: including stations, fire ground locations, scenes of any other emergency for which fire services are requested. Additionally, the workplace shall include: training grounds, and any other location where members assemble for the purpose of conducting fire department business.

All vendors who regularly do business with the department are covered within the scope of this policy.

SECTION II: DISCRIMINATION

It shall be considered a violation of this policy to engage in conduct that a reasonable person would find discriminatory based on race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy), familial status, marital status, domestic partnership status, affectional or sexual orientation, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability, perceived disability, and AIDS and HIV status.¹ Discriminatory conduct as described herein is strictly prohibited in verbal, written or gestured form.

SECTION III: SEXUAL HARASSMENT

Sexual harassment is generally considered to fall into one of two sub-groups: Quid Pro Quo harassment, and Hostile Work Environment Harassment.

QUID PRO QUO

Quid Pro Quo (something for something) harassment is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature that constitute sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates and intimidating, hostile or offensive work environment.

Quid Pro Quo harassment is committed by anyone who has supervisory authority over another. Examples of supervisors within the department would include: commissioners, the Chief of the department, all Battalion chiefs, and line officers. However it is understood that any member not listed above may be granted temporary supervisory authority; thus they too would be considered supervisors.

Where Quid Pro Quo is suspected the victim need not show that there was a pattern of Quid Pro Quo behavior to bring forth an actionable complaint. One single occurrence rises to the level of a violation.

HOSTILE WORK ENVIRONMENT

Hostile Work Environment Harassment, like Quid Pro Quo is also a form of harassment that includes unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct. However, unlike the former, Hostile Work Environment may be committed by anyone in the department or as stated, a vendor who does business with the department.

Hostile Work Environment Harassment may be a compilation of more subtle work place behaviors such as: Unnecessary touching or brushing against another, staring, verbal comments about a person's physical attributes, or displaying sexual objects in the workplace. Regardless of the form, the end result is an environment that is hostile, intimidating, and unreasonably interferes with one member's ability perform his or her job.

GENDER-BASED HARASSMENT

This form of harassment may or may not include elements of Quid Pro Quo sexual harassment. Generally the purpose of gender-based harassment is to devalue or subordinate members of the opposite sex.

THIRD PARTY SEXUAL HARASSMENT

Third party sexual harassment has many of the same elements of Quid Pro Quo, Hostile Work Environment, or Gender-based harassment. What makes this form different is that the victim may not be the intended target. But, because the unintended victim is in the harassing environment, he or she is victimized much the same.

SECTION IV: TRAINING

As a means to prevent harassment or discrimination within the department, all members are required to complete comprehensive training programs on both Sexual Harassment in the Workplace and Cultural Diversity. Both programs are offered without cost and are offered on various dates throughout the year.

Substitutions are not permitted as the department's training addresses issues that are particular to the fire service in general, and this department in particular. Additionally, attendees are guided through the major parts of this policy as well as procedures for reporting such behavior.

While the two blocks of instruction are considered single event training, that is there is no set annual or biannual refresher training, the department reserves the right to conduct such additional training as deemed necessary to maintain a work environment free of harassing or discriminatory behavior.

Further, supervising officers may be required to participate in a special block of instruction relevant to receiving a complaint, investigating the complaint, and remedial action to be taken.

Failure to complete this training shall be considered a violation of this policy. Violators may be disciplined accordingly.

SECTION V: EMPLOYEE RESPONSIBILITIES

Any member believing that he or she is the victim of either harassing behavior or discriminatory treatment, or any member who witnesses or has first-hand knowledge of such behavior is urged to promptly report the behavior.

Where possible, the aggrieved member should report the incident(s) to his or her supervisor. The list that follows may be used as a guide.

WHERE THE INCIDENT INVOLVES:	FILE A COMPLAINT WITH:
Activities within the station or a company president.	Robert V Hill Sr, or Department's EEO Officer
Activities on the fire or drill ground or during fire related activities, committed by anyone	Department Chief
A Battalion Chief	Department Chief or his Designee
A member of the Career or Administrative Office, Excluding the Department Chief	Department Chief or his Designee
The Department Chief	Robert Hill, or the Department's EEO Officer
A sitting Commissioner including Board Chair Department's Designate	Robert Hill, or the Department's EEO Officer
The Departments EEO Officer	Chairman of the Board of Fire Commissioners

NOTE: The above is a guide, as such; members are assured that their complaint will be handled as detailed in this policy regardless of who receives the complaint.

Once a complaint is filed, all employees are expected to fully cooperate with the ensuing investigation. Failure to do so shall be considered as a violation of this policy. Violators are subject to disciplinary action up to and including termination from the department.

SECTION VI: SUPERVISOR AND ADMINISTRATIVE RESPONSIBILITIES

Any member in either a supervisory or managerial position shall continually strive to maintain a work environment that is free from both harassing and discriminatory practices. As such, it is imperative that all complaints are taken seriously. Refer to Section VII for procedures that should be followed.

Upon receiving a complaint the supervising authority is expected to take such action so as to stop the undesirable behavior. While the methods of accomplishing this will vary, no method may be selected that when initiated, has the effect of either punishing or further victimizing the complainant. Of critical importance is that the initial action including stopping the undesirable behavior and starting the investigative process without delay.

SECTION VII: TAKING THE COMPLAINT

The supervisor receiving the complaint shall first meet with the complainant privately whenever possible, to gather the facts of the complaint. All information should be in writing. While the text of the narrative may be different, all written complaints shall include: complainants name, station name, name(s) of the accused, date and time report was taken, narrative of the complaint, and signature, name of any witness present at the time the initial complaint was taken. In the event that the supervising authority writes the complaint, that fact shall be noted, and a statement stating that the complaining party agrees with the wording shall be included. When possible, a copy of the initial complaint shall be given to the complainant.

RECORDING DEVICES:

The use of a recording device is discouraged. However, in the event that it is advantageous to record the interview, the interviewer shall first obtain permission from the party being interviewed. If the interview is to be recorded, the day, date, time, names of persons present, and a statement that this recording is being made with full knowledge and consent shall follow. The complainant shall acknowledge same on tape.

ABSENTEE COMPLAINTS

For the purpose of this policy, an "Absentee complaint" is a complaint made without the benefit of having the complainant present. Examples include: complaints made by telephone, electronic mail, regular mail, or through a friend.

Whenever a complaint is received as described above, the receiver shall advise that a face-to-face meeting must be held. Every effort should be taken to set up the meeting at the convenience of the complaining member.

Lastly, it is recommended that the complainant be advised as to how the complaint will be processed and that they can expect to hear from the proper authority within a reasonable time.

COMPLAINTS INITIATED BY A MINOR

Due to the special circumstances involved when a minor is either the victim or the accused, the supervising authority must act swiftly. It is strongly recommended that the parents or guardians of the aggrieved party be notified early in the process, and that they be encouraged to participate with their child during each step of the process.

In all cases involving a minor, the supervisor must act swiftly and notify the appropriate department personnel, including: Robert Hill, the Chief of the Department, and the Chairman of the board of fire commissioners.

SECTION VIII: PROCESSING THE COMPLAINT

Following the initial interview and creation of a written complaint, the supervisor shall take action so as to stop the behavior. As previously noted, no action that further victimizes or punishes the victim is permitted.

The initiating supervisor shall first attempt to notify, ROBERT HILL, (see attachment A for contact information), who will review actions taken and initiate the investigation. In the event that Mr. Hill is not available, the supervisor should reach out to the department chief.

SECTION VIII: CONFIDENTIALITY

All complaints and investigations shall be conducted in a professional manner. To the extent possible, the confidentiality and particulars of the incident shall be maintained.

It is understood that to effectively investigate any complaint it may be necessary to disclose certain information to those who have a legitimate need to know about the matter. Additionally, individuals having involvement in the investigation shall be instructed not to discuss any aspect of the ensuing investigation with others. Lastly, failure to comply with the directive shall be considered as a serious violation of this policy and may result in disciplinary action.

SECTION X: EXTERNAL AGENCIES

Members are urged to follow the procedures as outlined within this policy to report a complaint of harassment or discrimination. However nothing contained within shall preclude the member from utilizing an outside agency for this purpose. See attachment B for a complete listing and requirements for filing.

SECTION XI: RETALIATION

No member of this department shall be subject to adverse treatment for initiating a complaint in good faith, or participating in the investigation of either harassment or discrimination in good faith. Any member found guilty of taking such action against another member, shall be in violation of this policy and subject to severe disciplinary action

SECTION XII: FALSE ACCUSATIONS OR FALSE INFORMATION

Harassment and discrimination are serious. It is expected that all complaints be made in good faith. That is that the victim or witness truly believes that their complaint is legitimate. Thus, any member who knowingly and intentionally brings forth a false claim or provides false information shall be considered in violation of this policy. Such violations shall be considered extremely serious and warrant the appropriate level of discipline up to and including termination from the department.

SECTION XIII RESOLUTION TO A COMPLAINT

Following a thorough investigation, the investigating official shall draft a report of the findings. Copies of the report shall be given to: the complainant, the accused, Robert Hill or, the department's EEO officer, parents, or guardians of any minor directly involved as the complainant or accused, the chief of the department and the chairman of the board of fire commissioners. The original shall be placed in the personnel file of the complainant.

Any recommendation for disciplinary action shall be forwarded to the chief of department and the board of commissioners for review and implementation. The board and the chief of department maintain sole responsibility for the carrying out of any disciplinary action. Their decision may be considered as final.

ATTACHMENT A: CONTACT INFORMATION

Robert V. Hill, Sr.

Telephone: Home: 856-384-8240

Office: 856-423-4127

Cell: 856-906-2006

ATTACHMENT B: EXTERNAL AGENCIES AND FILING INFORMATION

The time frames for filing complaints of either discrimination or harassment are for informational purposes only. The complainant is encouraged to contact the agency for specific instructions and time restrictions.

NOTE: Unless otherwise noted the deadline for filing complaints with external agencies runs from the last date of the unlawful act, not from the date that the internal review is deemed complete and resolved

AGENCIES FOR FILING COMPLAINTS

NJ Division of Civil Rights
NJ Department of Law & Public Safety
(180 day filing deadline for violations of state law)

Closest office: Camden Regional Office
2 Riverside Drive, Suite 402
Camden, NJ 08103
856-614-2550

United States Equal Employment Opportunity Commission (EEOC)
Philadelphia District Officer
Suite 400
21 S. Fifth Street
Philadelphia, PA 19106-2515
215-444-2600

APPENDIX IV

DRUG POLICY OF THE DEPTFORD BOARD OF FIRE COMMISSIONERS

DEPTFORD FIRE DISTRICT NUMBER 1

VOLUNTEER FORCE

I. **GENERAL**

A. **EDUCATION:** The Deptford Fire District shall implement and continue to use an educational program which addresses all current substance abuse related issues. This educational program shall be scheduled at sufficient intervals to ensure that the goals of this policy are met and that all volunteer members, are familiar with the issues, problems and current trends of thought concerning contemporary substance abuse.

B. *(section reserved)*

C. **DRUG TESTING UNDER PARTICULAR CIRCUMSTANCE:** All department volunteers are required to undergo drug screening if there is a belief by any department member or volunteer or government official, based upon objective and identifiable facts sufficient to lead a prudent person to suspect that a volunteer is using, in possession or control of, or is under the influence of drugs or alcohol while on duty and such conclusion cannot be imputed to any volunteer merely because of his/her association with another employee or volunteer who is believed to be in use, possession or control of, or under the influence of drugs or alcohol while on duty. Examples include, but are not limited to, the following:

1. Direct observation of drugs/alcohol use while on duty;
2. Member found to be in possession of alcohol/illegal drugs while on or off duty;
3. Spontaneously unusual, abnormal, erratic, or unacceptable behavior, or behavior which indicates that the member is under the influence of an intoxicating substance (e.g. the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination, or other indications of intoxication or substance abuse).
4. Documented pattern of unusual, erratic or unacceptable behavior.
5. A major on-duty accident with or without injuries;
6. Reporting for work unfit for duty.

D. ADDITIONAL MANDATED DRUG TESTING: In addition to the drug screening set forth, The Deptford Fire District shall require drug testing in the following instances:

1. A drug/alcohol test shall be conducted as a component of a pre-employment / acceptance physical.
2. Applicants seeking reinstatement to the Department, after resignation or termination, shall be subject to drug testing as a condition of re-employment/re-acceptance.
3. Volunteers on leave of absence for thirty (30) days or more may be tested upon his/her return to duty.
4. Members promoted to the next higher rank may be required to submit to and pass a drug screening prior to being promoted.

II. PROCEDURE

A. GENERAL PROVISIONS: It is the responsibility of all Department members to see that all members are fit for duty. If at any time Department volunteers develop and individualized or articular suspicion that a member is under the influence of drugs and/or alcohol, he/she shall:

1. Immediately notify the Chief of Department and inform him of his suspicions. Upon notification, the Chief of Department or his designee shall respond immediately to the location of the suspected individual and begin his evaluation.
2. Should the suspected member be the Chief of Department, the member shall immediately contact the Chairman of the Board of Fire Commissioners and inform him of his/her actions and suspicions. The Chairman or his designee shall immediately respond to the location of the suspected individual and begin his/her own evaluation.
3. If at the end of the evaluation performed by the Chief of Department, his designee or the Chairman or his designee, it is determined that an individualized and articular suspicion exists, the member shall be transported to LifeCare Medical Center, 601 North Main Street, Glassboro, NJ 08028 (856) 881-1330, or if said facility is unavailable, Underwood-Memorial Hospital for testing
4. That member then shall be relieved from duty (without pay, if applicable) for the remainder of the work day/shift. He/she shall call someone to come pick him/her up.
5. If the results of the test are negative, no record of this incident shall be made part of the member's file or be used as evidence of a prior incident, if the member tests positive at a later date.

6. If the member tests positive, the volunteer shall be immediately suspended for thirty (30) days from the Department and the procedures set forth on section B shall be followed. The member will not be eligible for LOSAP credits for that day.

B TESTING PROCEDURE AND PROTOCOL FOR POSITIVE RESULTS: The following defines the procedure and consequences to be followed by the Fire District for testing.

1. The testing procedure shall be conducted at LifeCare medical Center, 601 North Main Street, Glassboro, NJ 08028 (856) 881-1330 or if said facility is unavailable, Underwood Memorial Hospital. The member shall be transported to said facility for testing. . There, someone from the medical staff shall direct the member in providing a urine sample, and this staff representative shall be responsible for insuring chain of custody involving the provided sample. A member may, and should, ask that a send sample be given and stored in case he/she wished to appeal the finding of the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. If such test is positive, a confirmation test shall be performed to identify the exact test results. The member may, at his/her own expense, request the second sample be sent to an independent laboratory to testing. The results of that test shall be his/her basis for appealing the results of the first test. The member shall have complete and sole discretion as to the selection of the second/independent laboratory provided, however, same is a member of the National Institute for Drug Abuse. The results of the member's second/independent test shall be provided to both the member and the department. No unconfirmed positive tests, or records pertaining to same, shall be released or retained by the laboratory.

2. **Consequences of Positive Test Results.** Should the test results prove positive, he shall immediately be suspended. If the member has never attended an in-patient drug rehabilitation program, the member shall be afforded the opportunity to do so at the sole expense of the member. Should the member successfully complete the in-patient program offered, he/she shall be returned to full duty and regular assignment. During this one year period following release from the in-patient rehabilitation program, the member shall be subject to periodic and unannounced testing. If after successfully completing an in-patient rehabilitative program the member again tests positive for drugs/alcohol, he/she shall be deemed as being beyond rehabilitation posing a threat to the health and safety of the public and other Departmental members and will be permanently terminated from service with the Department by the Fire District.

C. **ALCOHOL TESTING:** A breathalyzer or similar testing equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the New Jersey State Police. An initial positive alcohol level shall be 0.10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the volunteer's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. The same sampling procedures used in motor vehicle testing shall be followed. A positive blood alcohol level shall be .10 grams per 100 ml. of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the volunteer's file.

D. **DRUG TESTING:** The laboratory shall test for only the substances and within the limits for the initial and confirmation tests as provided within the standards established by the National Institute of Drug Abuse. The initial test shall use as immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution. The type of drugs screened and the minimum amount which would result in impairment of the volunteer shall be determined solely by the LifeCare Medical Center, 601 North Main Street, Glassboro, NJ 08028 (856) 881-1330, its employees, owners, agents and principals or if unavailable, the employees, agents, principals or independent contractors of the Underwood-Memorial Hospital.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the volunteer's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (G.C./M.S) techniques with the cut-off values determined solely by the LifeCare Medical Center, 601 North Main Street, Glassboro, NJ 08038 (856) 881-1330, its employees, owners, agents, and principals or if unavailable, the employees, agents, principals, or independent contractors of the Underwood-Memorial Hospital.

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

E. **TESTING PROGRAM COSTS:** The Fire District shall pay for all costs involving drug and alcohol testing. The Fire District shall also reimburse each volunteer for their time and expenses, including travel incurred, involved in the testing procedure. The Department will provide transportation to and from the testing procedure.

- (6) **Changes in Testing Procedures.** The parties recognize that during the life of this policy, there may be improvements in the technology of testing procedure which will provide for more accurate testing. In that event, the parties will bargain, in good faith, whether to amend this policy to include such improvements. If the parties are unable to agree on the amendments, The Board of Fire Commissioners shall decide whether to adopt such procedure.

- (7) **Conflict with Other Laws.** This policy is in no way intended to supersede or waive any constitutional or statutory rights that the employee may be entitled to as developed and/or recognized by Federal Courts, State Courts, or administrative agencies.
- (8) **Savings Clause.** Should any part of this policy be found to be illegal in any manner; the remaining portions of the policy shall remain in full force and effect.

**BY ORDER OF THE
DEPTFORD TOWNSHIP
BOARD OF FIRE COMMISSIONERS**

DRUG POLICY OF THE DEPTFORD BOARD OF FIRE COMMISSIONERS

DEPTFORD FIRE DISTRICT NUMBER 1

CAREER FORCE

I. **GENERAL**

A. **EDUCATION:** The Deptford Fire District shall implement and continue to use an educational program which addresses all current substance abuse related issues. This educational program shall be scheduled at sufficient intervals to ensure that the goals of this policy are met and that all Union members are familiar with the issues, problems and current trends of thought concerning contemporary substance abuse.

B. *(section reserved)*

C. **DRUG TESTING UNDER PARTICULAR CIRCUMSTANCE:** All department employees are required to undergo drug screening if there is a belief by any department member or government official, based upon objective and identifiable facts sufficient to lead a prudent person to suspect that an employee is using, in possession or control of, or is under the influence of drugs or alcohol while on duty and such conclusion cannot be imputed to any employee merely because of his/her association with another employee who is believed to be in use, possession or control of, or under the influence of drugs or alcohol while on duty. Examples include, but are not limited to, the following:

1. Direct observation of drugs/alcohol use while on duty;
2. Member found to be in possession of alcohol/illegal drugs while on or off duty;
3. Spontaneously unusual, abnormal, erratic, or unacceptable behavior, or behavior which indicates that the member is under the influence of an intoxicating substance (e.g. the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination, or other indications of intoxication or substance abuse).
4. Documented pattern of unusual, erratic or unacceptable behavior.
5. A major on-duty accident with or without injuries;
6. Reporting for work unfit for duty.

D. ADDITIONAL MANDATED DRUG TESTING: In addition to the drug screening set forth, The Deptford Fire District shall require drug testing in the following instances:

1. A drug/alcohol test shall be conducted as a component of a pre-employment / acceptance physical.
2. Applicants seeking reinstatement to the Department, after resignation or termination, shall be subject to drug testing as a condition of re-employment/re-acceptance.
3. Employees on leave of absence for thirty (30) days or more may be tested upon his/her return to duty.
4. Members promoted to the next higher rank may be required to submit to and pass a drug screening prior to being promoted.

II. PROCEDURE

A. GENERAL PROVISIONS: It is the responsibility of all Department members to see that all members are fit for duty. If at any time Department members develop an individualized or particular suspicion that a member is under the influence of drugs and/or alcohol, he/she shall:

1. Immediately notify the Chief of Department and inform him of his suspicions. Upon notification, the Chief of Department or his designee shall respond immediately to the location of the suspected individual and begin his evaluation.
2. Should the suspected member be the Chief of Department, the member shall immediately contact the Chairman of the Board of Fire Commissioners and inform him of his/her actions and suspicions. The Chairman or his designee shall immediately respond to the location of the suspected individual and begin his/her own evaluation.
3. If at the end of the evaluation performed by the Chief of Department, his designee or the Chairman or his designee, it is determined that an individualized and particular suspicion exists, the member shall be transported to LifeCare Medical Center, 601 North Main Street, Glassboro, NJ 08028 (856) 881-1330, or if said facility is unavailable, Underwood-Memorial Hospital for testing
4. That member then shall be relieved from duty (with pay, if applicable) for the remainder of the work day/shift. He/she shall call someone to come pick him/her up.
5. If the member tests positive, he shall not be paid for the work day.
6. If the results of the test are negative, no record of this incident shall be made part of the member's file or be used as evidence of a prior incident, if the member tests positive at a later date.

7. If the results are positive, the member shall immediately be suspended without pay for thirty (30) days and the procedures set forth in section C below shall be followed.

B. EMPLOYEE ASSISTANCE PROGRAM: The Department, working in cooperation with the Union, shall maintain an Employee Assistance Program (hereinafter "E.A.P") which is for the benefit for all members. Voluntary participation, which is participation because the member believes he/she may benefit by attending programs of the E.A.P. is confidential and is at the option of the member. The Chief of Department shall act as a liaison for the Department personnel in conjunction with the E.A.P.

C. TESTING PROCEDURE AND PROTOCOL FOR POSITIVE RESULTS: The following defines the procedure and consequences to be followed by the Fire District for testing.

1. The testing procedure shall be conducted at LifeCare medical Center, 601 North Main Street, Glassboro, NJ 08028 (856) 881-1330 or if said facility is unavailable, Underwood Memorial Hospital. The member shall be transported to said facility for testing. . There, someone from the medical staff shall direct the member in providing a urine sample, and this staff representative shall be responsible for insuring chain of custody involving the provided sample. A member may, and should, ask that a send sample be given and stored in case he/she wished to appeal the finding of the first test. A screening test shall be conducted to determine the presence of drugs and/or alcohol. If such test is positive, a confirmation test shall be performed to identify the exact test results. The member may, at his/her own expense, request the second sample be sent to an independent laboratory to testing. The results of that test shall be his/her basis for appealing the results of the first test. The member shall have complete and sole discretion as to the selection of the second/independent laboratory provided, however, same is a member of the National Institute for Drug Abuse. The results of the member's second/independent test shall be provided to both the member and the department. No unconfirmed positive tests, or records pertaining to same, shall be released or retained by the laboratory.
2. **Consequences of Positive Test Results.** Should the test results prove positive, and the member has never attended (either on a voluntary or involuntary basis) an in-patient drug rehabilitation program, the member shall be afforded the opportunity to enroll in a department approved program. Should the member successfully complete the in-patient program offered, he/she shall be returned to full duty and regular assignment. The member shall, however, be referred to the E.A.P coordinator, for a period not exceeding one (1) year, and comply with such directives as may be reasonably be prescribed by the E.A.P. coordinator. During this one year period following release from the in-patient rehabilitation program, the member shall be subject to periodic and unannounced testing. If after successfully completing an in-patient rehabilitative program the member again tests positive for drugs/alcohol, he/she shall be deemed as being beyond rehabilitation posing a threat to the health and safety of the public and other

Departmental members and will be terminated from service with the Department by the Fire District.

D. **REHABILITATIVE ABSENCE:** Members of the Department who will benefit from treatment on an in-patient basis in a rehabilitative substance abuse program shall be entitled to be carried as sick without loss of pay for a maximum period of thirty (30) days, provided the member agrees to and signs the substance abuse agreement, a copy of which is annexed hereto as Attachment "A" and provided he has thirty (30) days sick time.

E. **ALCOHOL TESTING:** A breathalyzer or similar testing equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by the laboratory. This screening test shall be performed by an individual qualified through and utilizing equipment certified by the New Jersey State Police. An initial positive alcohol level shall be 0.10 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employees file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. The same sampling procedures used in motor vehicle testing shall be followed. A positive blood alcohol level shall be .10 grams per 100 ml. of blood. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file.

F. **DRUG TESTING:** The laboratory shall test for only the substances and within the limits for the initial and confirmation tests as provided within the standards established by the National Institute of Drug Abuse. The initial test shall use as immunoassay which meets the requirement of the Food and Drug Administration for commercial distribution. The type of drugs screened and the minimum amount which would result in impairment of the employee shall be determined solely by the LifeCare Medical Center, 601 North Main Street, Glassboro, NJ 08028 (856) 881-1330, its employees, owners, agents and principals or if unavailable, the employees, agents, principals or independent contractors of the Underwood-Memorial Hospital.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (G.C./M.S) techniques with the cut-off values determined solely by the LifeCare Medical Center, 601 North Main Street, Glassboro, NJ 08038 (856) 881-1330, its employees, owners, agents, and principals or if unavailable, the employees, agents, principals, or independent contractors of the Underwood-Memorial Hospital.

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

G. **TESTING PROGRAM COSTS:** The Fire District shall pay for all costs involving drug and alcohol testing. The Fire District shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure. The Department will provide transportation to and from the testing procedure.

H. **EFFECTIVE DATE AND APPLICATION AS ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT:** The procedures and understandings incorporated within this policy shall become an addendum to the Collective Bargaining Agreement effective immediately upon acceptance by the Fire District and Union as memorialized by the parties' affixing their signatures thereto.

- (1). **Past Records of Drug Involvement and/or Alcohol Abuse.** No involvement with drug rehabilitation clinics or positive testing results occurring prior to the effective date of this contractual Addendum shall be referenced by the Fire District in proceedings after the ratification of this contractual Addendum, it being the intent of the parties to provide all employees with clear records.
- (2) **Additional Provision.** The Fire District shall not implement any procedures, other than referenced herein, involving alcohol and/or drug testing, or the consequences thereof without consulting with the Union. Any Department rules/regulations implemented in accord with and/or expounded upon this contractual Addendum shall be submitted to the Union for their perusal prior to enforcement.
- (3) **Effect of Addendum.** This policy supersedes all past practices and contractual agreements between the Fire District and Union involving alcohol and/or drug testing.
- (4) **Right of Appeal.** The employee has the right to challenge the results of the drug and/or alcohol tests, and any discipline imposed, in the same manner as any other employee action under the terms of the Collective Bargaining is subject to appeal.
- (5) **Union Held Harmless.** This policy was initiated at the joint request of the Fire District and the Union. The Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and cost arising out to the provisions and/or application of this contractual Addendum relating to drug and alcohol testing.
- (6) **Changes in Testing Procedures.** The parties recognize that during the life of this policy, there may be improvements in the technology of testing procedure which will provide for more accurate testing. In that event, the parties will bargain, in good faith, whether to amend this policy to include such improvements. If the parties are unable to agree on the amendments, The Board of Fire Commissioners shall decide whether to adopt such procedure.

- (7) **Conflict with Other Laws.** This policy is in no way intended to supersede or waive any constitutional or statutory rights that the employee may be entitled to as developed and/or recognized by Federal Courts, State Courts, or administrative agencies.
- (8) **Savings Clause.** Should any part of this policy be found to be illegal in any manner; the remaining portions of the policy shall remain in full force and effect.

**BY ORDER OF THE
DEPTFORD TOWNSHIP
BOARD OF FIRE COMMISSIONERS**