

AGREEMENT
BETWEEN
TOWNSHIP OF EDISON

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 2883

January 1, 2005 through December 31, 2009

Ruderman & Glickman, P.C.
675 Morris Avenue, Suite 100
Springfield, NJ 07081

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This Agreement, made this day of , 2008 by and between the Township of Edison, hereinafter referred to as the “Employer,” and the Edison Fire Officers’ Association, hereinafter referred to as the “Employer”.

It is agreed as follows:

ARTICLE I
RECOGNITION

Section 1

The Employer hereby recognizes the Association as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, and other terms and conditions of employment for an appropriate negotiation until established in accordance with N.J.S.A. 34A-5.3, as supplemented and amended.

Section 2

Excluded from the bargaining unit are the following positions: Chief, Deputy Chief, Inspectors, and Firefighters.

Section 3

The Employer reserves the right to seek clarification of the bargaining unit for subsequent contract years.

Section 4

Included in the bargaining unit are the following job titles: Battalion Chief, Captain, Lieutenant, and Chief Fire Inspector.

ARTICLE II
CONDUCTING ASSOCIATION BUSINESS

Section 1

The Employer shall grant time off without loss of pay to the Executive Board Members of this Association to conduct Association business on the State or Local level and to attend monthly meetings which require their attendance.

Section 2

Officers of this Association shall be excused from duty without loss of pay to attend all local Association meetings, providing that such attendance does not require the recall of off-duty officers to bring the Fire Department up to its proper effectiveness.

Section 3

The Employer shall permit the members of the Association Negotiations Committee to attend collective bargaining meetings during duty hours without loss of pay.

ARTICLE III

BULLETIN BOARD

Section 1

The Employer shall permit the Association reasonable use of all bulletin boards located in the respective fire station facilities for posting notices concerning Association business and activities dealing with the welfare of the Employees, and the Employer shall designate one (1) board exclusively for the use of the Association. The posting of indecent material or the defacing of official notice on the bulletin board shall be prohibited.

Section 2

As agreed, the office now being occupied by the Fire Captain, Room A-260, shall be for the exclusive use of the said Officers as a meeting room and Association Records Room. Effective June 1, 2008 the parties agree to relocate this office. No other department or organization shall have access to this room without express permission of the Edison Paid Fire Officers' Association.

ARTICLE IV
GRIEVANCE PROCEDURES

Section 1

Grievance Defined:

A grievance shall be a claim either by the Employer, an Employee, or by the Association that either the Employer, an individual Employee, group of Employees or the Association has been harmed by either the interpretation or application of the terms and conditions of this Agreement and other conditions of employment; or

A grievance shall be a claim either by the Employee or by the Association that either an individual Employee, group of Employees or the Association has been harmed by either in interpretation or application of Employer Fire Rules and Regulations as have heretofore been adopted or as may in the future be duly adopted.

Section 2

The following procedures be followed with reference to the grievances:

- A. All attempts shall be made to resolve any grievance on an informal basis by means of discussions and negotiations between the individuals involved, the Association and the Employer by and through the Chief of Fire or his designee. If informal attempts to resolve the dispute fail, then the formal grievance procedures may be instituted in accordance with this Article.
- B. Complaints may be initiated by an individual Employee, group of Employees or by the Association, in writing, which complaint shall be lodged not more than fifteen (15) days from the happening of an event giving rise to a dispute, with the Chief of Fire or his designee. Notice of said complaint shall be given to all interested or affected persons, including Superior Officers in the chain of command.
- C. Upon the filing of a complaint pursuant to paragraph (b) above, said complaint(s), the Chairman of the Employees' Grievance Committee and the Chief of Fire or his designee shall, within five (5) days of said filing,

meet and attempt to settle the matter. If a satisfactory settlement is reached, same shall be reduced to writing and signed by the parties.

- D. If a settlement is not reached pursuant to paragraph (c) above, then the Chief of Fire or his designee and the Chairman of the Employee's Grievance Committee shall each file a written report of their findings of facts, conclusions and recommendations with the Director of Public Safety within ten (10) days of the meeting as set forth in paragraph (c) above. The Director of Public Safety shall then schedule a hearing date not later than ten (10) days from the date of receipt of said findings, conclusions and recommendations and shall notify the interested parties in writing of said hearing dates.
- E. Upon compliance with the requirements of paragraph (d) above, the Director of Public Safety shall conduct a hearing, present at which shall be interested persons, the Chief of Fire and the Chairman of the Employees' Grievance Committee. The Director of Public Safety shall make all reasonable attempts to arrive at a settlement satisfactory to all parties. If said dispute is settled upon agreement of the parties, said agreement shall be reduced in writing and signed by the Director of Public Safety, the Chief of Fire, the Chairman of the Employees' Grievance Committee and the aggrieved party(s). If the Director is unable to obtain an amicable settlement, he shall within ten (10) days render a written decision resolving the dispute which written decision shall be served upon the respective parties.
- F. If the Association disagrees or objects to the decision of the Director, it shall, within ten (10) days of receipt of said written decision, file an appeal with the Business Administrator. The Business Administrator shall make all reasonable attempts to arrive at settlement satisfactory to all parties. If said dispute is settled upon agreement of the parties, said agreement shall be reduced to writing and signed by the Business Administrator, the Director of Public Safety, the Chief of Fire, the Chairman of the Employee's Grievance Committee and the aggrieved parties. If the Business Administrator is unable to obtain an amicable settlement, he/she shall within ten (10) days render a written decision resolving the dispute which written decision shall be served upon the respective parties.
- G. If the aggrieved party disagrees or objects to the decision of the Business Administrator, he shall within ten (10) days of receipt of said written decision, demand, in writing, arbitration of the grievance in accordance with Article XXXIV, Arbitration, as hereinafter set forth, except that a grievance of a Rule or Regulation as may have heretofore been adopted or may in the future be adopted, which Rule or Regulation is not in conflict with the Agreement and does not affect the interpretation and application of the Agreement, shall not be subject to Arbitration.

- H. The Director of Public Safety shall have the final decision with reference to the grievances dealing with the interpretation or application of Employer Fire Rules and Regulations subject to the right of an Employer or the Association to appeal said Director's decision by means of legal proceedings in the Courts of this State of the United States.

- I. It is understood that the Employer may file a grievance concerning the interpretation and application of this Agreement which, if said grievance cannot be amicably resolve through negotiations with the Association and Employer's representative, shall be submitted to Arbitration pursuant to Article XXIV – Arbitration.

ARTICLE V
HOURS OF WORK AND WORK SCHEDULE

Section 1

The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties.

Section 2

Deleted

Section 3

For all fire officers, the work week shall consist of forty-two (42) hours, averaged out over four (4) weeks, as follows: twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty.

Section 4

The work week for the Chief Inspector and Training Officer shall consist of forty (40) hours, starting time shall be 8:00 a.m. and quitting time shall be 4:00 p.m. Monday through Friday. There shall be one (1) hour allowed for lunch each day. Effective June 1, 2008 the staff employees may work four (4) ten (10) hour days, days off to be worked out with the Fire Chief. Vacation pay and sick leave days will be adjusted pro rata.

ARTICLE VI

OVERTIME

Section 1

Scheduled tours of duty shall not be changed unless twenty-four (24) hours advance notice is given. Whenever an Employee's scheduled work hours are changed, the Employee is to receive time and one-half for the newly scheduled hours, if a change is made without said twenty-four (24) hour notice.

Section 2

Overtime duty shall be given on the basis of seniority, within the rank, on a rotating basis whenever practical.

Section 3

The Township agrees to pay all Employees time and one-half for all time worked in excess of their normal working tours and four all off-duty court appearances required as a result of the Employee's occupation as a Fire Officer and for reasonable travel time to and from court, except in civil actions. This provision shall not apply to, nor shall the Township be required to compensate, a Fire Officer for off duty Court appearances in a legal proceeding between the Township and the Fire Officer.

Section 4

Whenever an Employee is required to be placed on standby alert, during any twenty-four (24) hour period, he shall be paid two (2) hours overtime pay at time and one-half, in addition to any other time he is called in.

Section 5

An Employee called in for any period of time during his off-duty hours on his regular schedule for duty shall receive a minimum of two (2) hours of overtime pay at time and one-half.

Section 6

If an additional operation unit is put in place and Firefighters recalled a fire superior will be called in.

Section 7

In the event an employee designated by the Township as the Ryan White Officer is required by the Township to act in his or her capacity as the Ryan White Officer while off duty, that employee shall be entitled to overtime.

ARTICLE VII

HOLIDAYS

Section 1

The following is a list of recognized holidays. Any fire officer assigned to schedule other than 24 hours shall receive these days off with pay.

- A. New Year's Eve – ½ day
- B. New Year's Day
- C. Martin Luther King's Birthday
- D. Lincoln's Birthday
- E. Washington's Birthday
- F. Good Friday
- G. Memorial Day
- H. Independence Day
- I. Labor Day
- J. Columbus Day
- K. Election Day
- L. Veteran's Day
- M. Thanksgiving Day
- N. Christmas Eve – ½ day
- O. Christmas Day

Section 2

An Employee who actually works on those holidays listed in Section 1 will receive in addition to his regular compensation and holiday pay, two (2) hours pay at the rate of time and one-half. These holidays shall run 8 a.m. to 8 a.m. and the Employee must work the entire shift to receive this payment.

ARTICLE VIII

UNIFORM ALLOWANCE

Section 1

The Township will pay for replacement and repairs to any part of a uniform damaged in the line of duty, including prescription glasses and watches or timepieces, the payment for watches not to exceed fifty dollars (\$50) replacement cost. It must be clearly demonstrated by the Employee that said watch or timepiece was damaged in the line of duty.

Section 2

The Township shall supply to each employee one (1) uniform consisting of one (1) long sleeve shirt, one (1) short sleeve shirt, and one (1) pair of pants annually in April of each year.

ARTICLE IX
TRAVEL ALLOWANCE

Section 1

Employees required to use their private vehicle for Fire Department business or as a necessity in changing of stations shall be compensated at a rate of \$.25 per mile.

ARTICLE X

INSURANCE AND LEGAL REPRESENTATION

A. Civil Action

Section 1

The Employer agrees to continue to maintain in full force and affect all insurance coverage now provided by the Employer for the benefit of, and covering Employees of the Employer and specifically Employees who are members of the bargaining unit covered by this Agreement.

Section 2

The Employer agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit covered by this Agreement, and shall undertake to defend or arrange for the defense of members in the bargaining unit. In the event of a judgment against a member of the bargaining unit arising out of or incidental to the performance of his duty, the Employer agrees to pay for said judgment or arrange for the payment of the judgment.

Section 3

The Employer reserves the right to determine in what manner legal service, advice, counsel, representation and defense shall be afforded members of the bargaining unit, including but not limited to the providing of necessary liability insurance, and any other form of insurance protection which the Employer may deem necessary and adequate in its discretion.

B. CRIMINAL, QUAIS-CRIMINAL AND DISCIPLINARY ACTION

Section 1

The Employer is not required to furnish the means of defense in a disciplinary proceeding instituted against a member of the bargaining unit by the municipality.

Section 2

The Employer is not required to furnish the means of defense in a criminal or quasi-criminal proceeding instituted as a result of a complaint on behalf of the Employer against a member of the bargaining unit.

Section 3

If any such disciplinary, criminal or quasi-criminal proceeding alluded to herein above, instituted by or on complaint of the Employer, shall be dismissed or finally determined in favor of the member of the bargaining unit, said member shall be reimbursed for those expenses or his defense as herein above provided.

C. REIMBURSEMENT FOR LEGAL EXPENSES SUBSEQUENT TO FAVORABLE DETERMINATION AS TO A MEMBER OF THE BARGAINING UNIT

Section 1

In the event that a member of the bargaining unit is charged in a disciplinary, criminal or quasi-criminal proceeding or complaint, and he retains private legal counsel in his defense, it is required that the member's counsel shall reach an agreement as soon as practicable with the Mayor as to appropriate and reasonable fees and charged to said defense which the Employer will agree to reimburse in the event of a final and favorable determination as to a member of the bargaining unit, which fee, however, shall not exceed the prevailing rate paid to the Township Attorney.

Section 2.

In any disciplinary proceeding, criminal action or quasi criminal action in which there is more than one count of allegation complained of against a member of the bargaining unit, the finding of guilt as to any one count of the allegation shall relieve the Employer from any obligation to reimburse the member of the bargaining unit for legal fees. The Director of Public Safety will review all disciplinary charges brought against an Employee to determine the propriety and efficacy of said charge.

Section 3

The obligation of the Employer to pay reimbursement fees hereunder is limited solely to reasonable attorney fees and other reasonable costs of litigation and for no other expense or financial obligation incurred by the member of the bargaining unit.

D. LITIGATION OCCURRING OUTSIDE THE SCOPE OF EMPLOYMENT

Section 1

Representation in either criminal or civil litigation which arise from acts, conduct and/or event outside the scope of employment shall not give rise to furnishing of any attorney or reimbursement for same.

E. CRIMINAL CHARGES THAT ARISE WITHIN THE SCOPE OF EMPLOYMENT.

Section 1

The Employer will attempt to successfully negotiate with the attorney of the Employee's choice where criminal charges arise from the scope of employment and said Employee is clearly entitled to counsel. The fees shall not exceed the prevailing rate the Township pays to the Township Attorney.

Section 2

The Employee desiring counsel shall submit three (3) names to the Mayor. The Mayor may select counsel from the list submitted. If the Mayor should reject said submitted list, three (3) additional names shall be submitted.

ARTICLE XI

DEATH IN THE FAMILY

Section 1

The Chief Inspector and Training Officer shall be granted four (4) consecutive working days off and Fire Officers shall be granted two (2) consecutive working days off from day of passing with full pay upon the death of a wife, son, daughter, parent, brother, sister, grandparent, all step-relatives of similar degree, and brothers, sisters, parents and grandparents of Employee's spouse.

Section 2

An Employee shall be granted one (1) working day of leave of absence with full pay in case of death of a relative not enumerated in Section 1, or a person who had an unusual close relationship with the Employee, for the purpose of attending the funeral.

Section 3

An Employee shall be granted a reasonable time off with full pay for the purpose of travel time if the funeral is out of state. Such time off is subject to the approval of the Chief of Fire.

Section 4

If a death of a person enumerated in Section 1 or 2 occurs while Employee is on vacation will continue on the next available day precluding overtime and may be extended into the next year.

ARTICLE XII

DISCRIMINATION AND COERCION

Section 1

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Association because of membership or activities in the Association.

Section 2

The Association shall not initiate or coerce Employees into membership.

Section 3

Neither the Employer or the Association shall discriminate against any Employees because of race, creed, color or national origin in violation of Title VII of the Federal Civil Rights Act or the New Jersey Law Against Discrimination.

ARTICLE XIII

MUTUAL AID

Section 1

Employees, while rendering aid to another community at the direction of their superiors, shall be fully covered by Workman's Compensation and liability insurance and pension, as provided by State law.

Section 2

The Employer shall not require Employees covered by this Agreement to work in other communities whose firefighters are engaged in a job action except when such work is required by N.J.S.A. 40A:14-26.

ARTICLE XIV

COLLECTIVE BARGAINING PROCEDURE

Section 1

Collective bargaining with respect to the conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Mayor of the Township and the President of the Association shall be the respective bargaining agents for the parties.

Section 2

Collective bargaining meetings shall be held at times and places mutually convenient.

Section 3

Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments during hours of negotiation.

Section 4

No representative of the Employer shall meet with any member of the bargaining unit other than authorized representative of the Edison Paid Fire Officers' Associations nor shall any member of the bargaining unit without specific authority by the Edison Paid Fire Officer's Association meet with a representative of the Employer for the purpose of discussing wages, hours, or conditions of employment or other matters which are properly subjects of collective bargaining between the parties without the presence at such meeting of a representative of the Edison Paid Officer's Association, designated by

the President of the Edison Paid Fire Officers' Association, and representative of the Employer.

Section 5

The aforesaid provisions of Section 4 are not intended to prohibit, restrain, interfere with or affect in any way, the collective bargaining process or labor management relation activities between the parties including, but not limited to, meetings and discussions between authorized representatives of the Employer and the Edison Paid Fire Officers' Association during the terms of this Agreement, the grievance procedure set forth in this Agreement, and any other meetings or discussions required under this Agreement or necessary to the proper implementation or performance of the terms of this Agreement.

ARTICLE XV

SICK TIME

Section 1

The Chief Inspector and the Training Officer will be granted 120 hours of sick leave per year and the Fire Officer will be granted 168 hours of sick leave per year. Sick time shall be cumulative and each member shall be paid for such accumulated time in the following manner. Nothing herein shall alter the manner in which accumulated sick time is calculated in accordance with the Murray Arbitration Award:

- A. Members will be paid for one-half of the total amount of sick days accrued from the year 1963 to the date of termination of employment, if termination occurs while in good standing at a rate equal to the highest salary attained at the time of termination of employment by that member terminating his employment, excluding overtime.
- B. Members shall be paid the remaining fifty percent (50%) of accumulated sick days as terminal leave, payment of which shall be made at a rate equal to the highest salary attained by that member at the time of termination, if termination occurs while in good standing.
- C. If a member advises the Township one year in advance, the above payments in paragraph A and B shall be paid in a lump sum on the day of termination of employment or the nearest pay date thereafter. If the Township is not notified at least one year in advance, the member will be paid fifty percent 50% in a lump sum and the remaining fifty percent (50%) as terminal leave or in two lump sum payments spread out over two Township budget years at the employee's option. In any event, the rate of pay at which payment will be made shall be fixed on the date the initial payment under any of the above options is made. For employees hired after April 7, 2008 the cap shall be one half of the accumulated base days taken as terminal leave up to 1092 hours.
- D. The total number of sick leave hours paid pursuant to paragraphs A and B above shall not exceed 2,184 hours or the amount of sick leave accumulated by an employee as of December 31, 2002, whichever is greater.

- E. Employees shall have the option to be paid their current wage rate for a maximum of 168 hours of unused sick leave per year. The employee shall notify the Township of their intent to exercise this option within 30 days after the end of the calendar year and payment shall be made within 30 days.

Section 2

The heirs, assigns and designees of a member whose employment is terminated by death and while in good standing shall receive payments as set forth in Section 1, paragraphs (A) and (B).

Section 3

Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section 1, paragraphs (a) to (c) of this Article. If an employee takes a deferred retirement, payments hereunder shall be made on the date that said Employee would have been eligible for retirement, had he remained a member of the Edison Fire Department, or payments shall be made on the nearest pay day thereafter.

Section 4

After all accrued sick leave is taken, members will be granted an extension for illness which are not service connected for an additional forty-five (45) days. Time taken after such extension shall be deducted from their salary.

Section 5

Sick days taken in excess of fifteen (15) days per year and after the extension is granted pursuant to Section 5 must be replenished before accrued time will begin again.

Section 6

Hospital confinement and major illness or injury shall be treated in the following manner.

- A. Members who enter the hospital and/or suffer a major illness shall request, as soon as possible, a letter from the attending physician, indicating the type of illness and recommending recuperative time. This letter shall be sent to the Chief of Fire.
- B. After verification of the recommended recuperative time is made by the Township appointed physician, if such verification is requested, and such recuperation time is completed, the Officer shall return to duty. An Officer failing to return to duty after completion of such time shall have sick time deducted from each day he fails to return to duty.
- C. The Employee shall receive full pay during the periods as set forth herein.

Section 7

Service connected disabilities shall be treated in the following manner:

- A. Members who are injured while in the performance of or who sustain an illness directly related to the Fire occupation, will receive up to one (1) year sick leave not chargeable under sick time regulations. After a period of one (1) year, the illness will be reviewed on a monthly basis and further sick leave will be approved or denied.
- B. Any service connected disability must be verified by Fire reports and verified by the Township appointed physician.
- C. During the period the employee receives full pay, the employee shall endorse over to the Township any Workers' Company benefits check(s) received within 48 hours after the employee's receipt of such check(s). The Chief of Fire, or his designee, shall be entitled to require any employee claiming any Workers' Compensation benefits or compensation under this subsection to provide physician's verification.

Section 8

Any employee covered by this agreement who reports on duty and subsequently reports off duty due to illness within half of the duty shift starting, will be charged against sick time only for those hours actually not worked. Employees who report off sick after working one-half (1/2) their shift will not lose any sick time.

Section 9

Whenever certification of illness is required to be made by the Township appointed physician under the terms of this Article, said physician's decision shall be final.

Section 10

The Mayor or his designee, at any time, may request a physician designated by the Township to determine whether the employee is entitled to use paid sick time. All costs for such examination shall be borne by the Township. Proof of illness shall be defined to be a certification signed by a licensed physician setting forth the nature of the illness and a determination as to whether the illness preclude the employee's performance of his duties during the employee's absence.

Section 11

Employees who are absent from duty for three (3) consecutive workdays, shall upon request by the Township, provide a certification from a licensed physician upon their return to duty certifying that according to his professional opinion, the employee's illness or injury prevented the employee from performing his duties and that the employee is now sufficiently recovered and fit to return to full duty.

Section 12

The Township shall have the option to implement a disability insurance program which shall supercede Section 7(a) through (c). The disability insurance program will provide that after seven (7) sick days, an employee shall receive full pay from the insurance company for a period of up to one year under the terms of the policy. The

disability payments will be done in a manner so as not to affect the employee's pension contributions.

ARTICLE XVI

DURATION OF AGREEMENT

Section 1

This Agreement shall continue in full force and effect for five (5) years from the effective date.

Section 2

Negotiations for a successor agreement shall commence with representatives of the Edison Paid Fire Officers' Association and the Township representatives in accordance with the requirements of N.J.S.A. 34:13A-1 et seq.

Section 3

This Agreement shall be effective commencing January 1, 2005, notwithstanding the date of execution hereof and all salaries and benefits as set forth herein shall be retroactive to January 1, 2005, except as otherwise noted.

Section 4

In the event negotiations do not result in a new executed Agreement by December 31, 2009, the parties agree to continue the negotiations and all terms and conditions of the within Agreement shall continue in full force and effect until the new Agreement is agreed and executed.

ARTICLE XVII

SAVINGS CLAUSE

Section 1

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

ARTICLE XVIII
DUES CHECK-OFF

Section 1

The Township shall deduct dues from the wages of all personnel covered by this Agreement who have filed with the Township a proper dues deduction authorization card, as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from each bi-weekly paycheck and deliver to the Association on the first of each month the previous month's dues collection.

Section 2

All Employees covered by this Agreement must as a condition of employment pay the regular union dues or the statutory authorized fee of up to eighty-five (85%) to the Union. The Employer shall continue to collect the union dues as set by the Union Treasurer and forward said due to the Union. The Employer shall be held harmless as to liability regarding any challenge to the agency shop provision brought by an Employee.

Section 3

The Association hereby agrees to indemnify, defend and hold harmless the Township from any claim, suit, damages, costs and attorneys' fees or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the provisions of Article XVIII of the Agreement.

ARTICLE XIX

DEPARTMENTAL TRAINING

Section 1

In-service training shall be made available to all Fire Officers on departmental time as scheduled by the Chief of Fire or his designee and approved by the Director of Public Safety.

ARTICLE XX
POST TERMINATION EMPLOYMENT AND TERMINATION OF
EMPLOYMENT

Section 1

Any Employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to, criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to the termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to the Employees in the rank he held immediately prior to his termination, exclusive of overtime.

Section 2

Upon termination, an Employee shall be paid for all earned but deferred benefits such as wages, accrued compensatory time, overtime pay, holiday pay, and accrued vacation time.

ARTICLE XXI
PERSONAL DAYS

Section 1

Three (3) personal days shall be granted to each Fire Officer and shall be categorized as emergency and non-emergency days off. The Chief Inspector and the Training Officer will be granted ten (10) personal days.

Section 2

Employees who request a personal day off of a non-emergency nature must do so by submitting a vacation request form through the departmental chain of command at least one (1) day prior to the day off.

Section 3

For Employees hired after April 7, 2008, unused personal time shall be prorated in the final year of work for purposes of payroll at retirement.

ARTICLE XXII

EDUCATIONAL BENEFITS

Section 1

Any Employee who attends school shall be reimbursed for the cost of his tuition and academic fees for all courses taken in the field of Fire Science or in the pursuit of a formal Fire Science program leading to a degree. Such courses and programs shall be subject to the recommendation of the Chief of Fire with prior approval by the Director of Public Safety. A copy of the paid tuition and fee bill shall be submitted to the Business Administrator for reimbursement. Tuition and academic fees will not be reimbursed in cases where a grade of less than "C" is attained. Effective on or after April 7, 2008, such tuition reimbursement shall be limited to the amount charged by Rutgers University. Any employee presently attending a school and matriculating towards a degree at an institution charging an amount above that charged by Rutgers University shall be "grandfathered," under the existing terms of this section.

Section 2

Tuition and other fees will not reimburse where other educational program pay such costs.

Section 3

Textbook reimbursement for courses meeting the requirements of Section 1 of this Article shall only be for those textbooks that are officially required by the school. Reasonable attempts shall be made to accommodate an Employee, including revising his hours of employment, in order that said course or courses may be successfully completed.

Section 4

Each Employee who is endeavored to obtain Fire Science or related degree shall receive educational incentive pay in the amount of fifteen dollars (\$15) per credit to a maximum of 100 credits, commencing when said officer earns forty (40) credits. Credits earned in any given calendar year shall be deemed to have been earned on January 1 of that year and the Employee paid in the first paycheck following April 1st of each year.

Section 5

All other sources of funding (Federal and State) should be exhausted prior to application to the Employer for reimbursement. Material concerning such opportunities will be posted by the Employer on an appropriate bulletin board.

Section 6

The Employer agrees to pay an additional one hundred dollars (\$100) to any Employee who attains a Bachelors Degree in Fire Science in the first pay check following April 1st of each year.

Section 7

The Township agrees to reimburse Fire Officer/Emergency Medical Technician (EMT's) for re-certification to maintain their EMT certification, providing they use it in the performance of their duties, such as fire rescue.

ARTICLE XXIII

EMPLOYER RIGHTS

Section 1

The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and departmental Rules and Regulations as follows:

- A. To direct Employees of the Edison Fire Department.
- B. To hire, promote, transfer, demote, discharge, or take other disciplinary action against the Employees.
- C. To maintain the efficiency of the municipal operations entrusted to them.
- D. To determine the methods, means and personnel by which such operations are to be conducted.
- E. To take whatever action may be necessary to carry out the mission of the municipality in situations of emergency.

Section 2

No lockout of Employees shall be instituted by the municipal Employer during the terms of this Agreement. The Association agrees that during the terms of this Agreement, neither it nor its Officers, Employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, slowdowns, mass absenteeism or any other similar actions which would involve suspension of or interference with the normal work of the municipality.

Section 3

In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desists

from such activities and shall instruct the members to return to their normal duties. Any Employee participating in these prohibitive activities may be disciplined by the Employer.

ARTICLE XXIV

WELFARE AND PENSION BENEFITS

Section 1

The Employer agrees to provide from all Employees including their dependents, at no cost to the Employee, medical, hospitalization, prescription program, optical coverage and dental equivalent to the present health benefits provided. The plans except for the co-pay and prescription are identical to the police plan as of September 1, 2008. The prescription coverage shall provide a three dollar (\$3.00) co payment for brand name prescriptions and no co payment for generic prescriptions, per 30 day supply. Effective as soon as practicable, the co-pay for prescription will be as follows: \$0 for generic; \$30 for brand name and \$15 if no generic is available. For 90 day mail order, the co-pay shall be ½ the co-pay for a 90 day prescription.

Section 2

Effective on or after the date of this award, new hires shall be provided with a doctor/hospitalization plan limited to the PPO or POS plans at their option.

The Major Medical and Hospitalization Plan, effective as soon as is practicable, shall be modified to provide for the following terms:

Plan	Deductible	Coinsurance	Co-pay	Bi-Monthly	Contribution
				2008	2009
Traditional	300/600	80-20	N/A	29.00	35.00
PPO	200/400 (out of network only)	80-20 (out of network only)	\$15.00 (in network only)	0.00	0.00
POS	1000/2000	60-40 (out of	\$5.00 (in	0.00	0.00

	(out of network only)	network only	network only)		
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Section 3

Upon retirement with twenty-five (25) or more years of pensionable service credit or on a disability retirement, an employee, their spouse and dependents who are eligible for paid Township medical benefits while employed shall be eligible for continuous coverage on the same basis as other employees of the Township during retirement. Any retiree attaining the age of sixty-five (65) and qualified, must enroll into Part A and Part B of Medicare. While the Township will continue to pay for a retiree's benefits, the Township will not be liable for, nor reimburse a retiree for, Medicare premiums. Effective January 1, 2009, the co-pay for prescription for fire officers who retire during the term of this agreement shall be \$0 for generic; \$30 for brand name and \$15 if no generic is available. For 90 day mail order the co-pay shall be one-half of the co-pay for a 90-day prescription. For major medical/hospitalization benefits it shall be set at the same level set forth for active employees who are now in the PPO and POS plans with employee contributions. For those who choose to remain in the traditional plan, monthly contributions commencing January 1, 2009 are at the following levels:

2009

Single	\$30.00
H&W	\$33.00
P & C	\$36.00
Family	\$40.00

Section 4

Coverage for dependents of current employees or retirees shall terminate on their twenty-fifth (25th) birthday. For any employee promoted into this bargaining unit after January 1, 2002 coverage for dependents shall terminate on said dependents twenty third (23rd) birthday.

Section 5

The Employer agrees to cover all Employees with a \$10,000 Life Insurance Policy.

Section 6

Each employee may voluntarily elect, to reduce the insurance coverage directly provided by the Township for the employee and/or his family in order to avoid dual coverage by the Township and the employee's spouse's coverage (other than the Township). The employee has the option to reduce or eliminate his/her number of members covered (i.e. family coverage to single coverage or husband/wife coverage or not coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Township, the employee shall receive fifty (50% percent of the difference between the original coverage premium under COBRA for the period of time the employee receives the reduced coverage, which shall not be less than twelve (12) consecutive months. The employee shall, prior to receipt of such payment, provide certification of spousal insurance coverage. The employee may return to previous coverage status by providing the Township Administrator with written notice at least 90 days prior to the open enrollment period.

ARTICLE XXV

VACATIONS

Section 1

The agreed annual vacation periods paid to Employees are as follows:

- A. 1 year to the end of the 5th year of completed service:
Chief Inspector and Training Officer – 16 working days
Tour Officers – 6 working days
- B. Beginning the 6th year to the end of the 10th year of completed service:
Chief Inspector and Training Officer – 24 working days
Tour Officers – 9 working days
- C. Beginning the 11th year to the end of the 15th year of completed service:
Chief Inspector and Training Officer – 32 working days
Tour Officers – 12 working days
- D. Beginning the 16th year to the end of the 20th year of completed service:
Chief Inspector and Training Officer – 40 working days
Tour Officers – 15 working days
- E. Beginning the 21st year to the end of career
Chief Inspector and Training Officer – 48 working days
Tour Officers – 18 working days

Section 3

Any Employee whose employment commences between January 1 and December 31 shall be credited with a full year of service for purposes of vacation entitlement.

Section 4

Vacation leave, subject to the approval of the Chief of Fire or his designee, may be taken at times in units of full working days from one (1) full day to sixteen (16) full

working days. Vacation time in excess of sixteen (16) consecutive full working days may not be taken except if there is no conflict with no other members of that person's shift and it is agreed that the person may taken more than sixteen (16) consecutive full working days.

Section 5

Battalion Chiefs will be permitted to take vacation or personal days off at any time during the year providing no other Battalion Chiefs on the same shift is on vacation at that time.

Section 6

Fire Officers hired after December 31, 1997 and subsequently promoted, the vacation schedule for Chief Inspector and Training Officer shall be capped at 42 working days and the vacation schedule for Tour Officers shall be capped at 16 working days.

Section 7

As Fire Officers hired before December 31, 1992 retire or leave the employ of the Township, the most senior employee hired after January 1, 1993 will be treated for vacation pay purposes so that the number of employees eligible to receive uncapped vacation benefits will remain frozen at the number of Fire Officers employed by the Township on December 23, 1992.

Section 8

In the event the last work week falls into two (2) calendar years, that week shall be considered one (1) week. For employees hired on or after April 7, 2008, unused vacation time shall be prorated in the final year for purposes of payout at retirement.

ARTICLE XXVI
COMPENSATORY TIME

Section 1

Compensatory time may be accepted through the mutual consent of the Employer and the Employee in lieu of payment or overtime consistent with the provisions of the Federal "Fair Labor Standards Act."

Section 2

An Employee who agrees to accept compensatory time in lieu of overtime payment will be compensated at the rate of one and one-half hours (1 ½) hours for each hour worked.

Section 3

Compensatory time off must be taken by the Employee within sixty (60) days. If an Employee makes a request for time off and is refused prior to the expiration of the sixty (60) day period, he shall request in writing monetary compensation for the time accrued and be paid within thirty (30) days of said request.

ARTICLE XXVII
WAGES AND LONGEVITY

Section 1

The following scale and rates will apply as part of this section:

Fire Superior Officers

<u>Title</u>	<u>2005</u>	<u>2006</u>	<u>1/1/07</u>	<u>2008</u>	<u>2009</u>
Battalion Chief	107,318	111,557	115,852	120,254	124,764
Captain	95,561	99,336	103,160	107,080	111,096

Fire Superior Officers Certified as Inspectors

<u>Title</u>	<u>2005</u>	<u>2006</u>	<u>1/1/07</u>	<u>2008</u>	<u>2009</u>
Battalion Chief	107,414	111,657	115,956	120,362	125,074
Captain	95,656	99,434	103,262	107,186	111,177
Chief Inspector	107,414	111,657	115,956	120,362	125,074

Section 2

In addition to the above salaries, a longevity payment shall be paid as hereinafter fixed and determined; such longevity payment to be considered as additional compensation and shall be considered part of the Employee's salary for retirement benefits.

LONGEVITY SCALE

2 ½ percent after	5 years
3 percent after	6 years

3 ½ percent after	7 years
4 percent after	8 years
4 ½ percent after	9 years
5 percent after	10 years
5 ½ percent after	11 years
6 percent after	12 years
6 ½ percent after	13 years
7 percent after	14 years
7 ½ percent after	15 years
8 percent after	16 years
8 ½ percent after	17 years
9 percent after	18 years
9 ½ percent after	19 years
10 percent after	20 years
11 ½ percent after	21 years
12 percent after	22 years
12 ½ percent after	23 years
13 percent after	24 years
14 ½ percent after	25 years
15 percent after	26 years
15 ½ percent after	27 years
16 ¼ percent after	28 years
16 ¼ percent after	29 years

16 ¼ percent after 30 years

Section 3

A wage differential of twelve and one-half percent (12 ½%) will be provided for Superior Officers of the Department, with the exception of the job title Chief Inspector.

Section 4

Notwithstanding any provision contained in this Agreement, the Battalion Chief shall maintain parity with Lieutenants in the Edison Police Department, and Fire Captain shall maintain parity with Sergeants in the Edison Police Department with regard to salary and all other fringe benefits.

Section 5

A shift differential of seven percent (7%) above base rate shall be paid to all Officers who work rotating shifts.

ARTICLE XXVIII

FEDERAL OR STATE LAW

Section 1

Nothing in this Agreement shall be interpreted to deprive any rights guaranteed to either the Employer or the Employees by Federal, State and Local law, the rights enumerated in this Agreement.

ARTICLE XXIX

OUTSIDE EMPLOYMENT

Section 1

An Employee may accept and be employed in any occupation during his off-duty hours provided such occupation is not in violation of Federal, State or Local law, and providing that such occupation does not cause a conflict of interest with his job as a Fire Officer.

ARTICLE XXX
PERSONNEL FILES

Section 1

There shall be two (2) Edison Fire Department employee files. One (1) file shall contain personnel data concerning the employee, such as achievement records, employment data and disciplinary data. A separate file shall be maintained for the employee's medical and disability data pursuant to the Americans with Disability Act. The Chief of Fire shall assign a member of the Department to act as custodian of these files. The Employer shall notify the Employee within reasonable time of any material considered to be detrimental to the Employee which is to be included in the file. The Employee shall have the right to examine said material and include a rebuttal.

Section 2

The employee shall have the right to review his file at a reasonable time. Any detrimental material, except for charges leading to conviction or discipline, can be removed through the grievance procedure.

Section 3

Any formal complaint charges shall remain in the personnel file until adjudication.

Section 4

No person shall be permitted to review said personnel file except the Mayor or his designee, the Chief and Deputy Chief of Fire, the custodian of the personnel file, the Director of Public Safety or his designee(s) and the Employee.

Section 5

Civilian assistants may add data to the personnel files under the direction and control of the custodian of the personnel files.

Section 6

A log indicating the date, time and person reviewing the files shall be kept in each file.

Section 7

During the course of an ongoing investigation concerning a given Employee, that Employee shall not have access to his file.

Section 8

Any Employee shall have the right to review his file once per year without given notice, but he must review during regular business hours. At any other time, he must give twenty-four (24) hours advance notice.

ARTICLE XXXI

ADDITIONAL EMPLOYEE RIGHTS

Section 1

Circumstances surrounding the filing of a complaint or the preferring of charges against a Fire Officer shall be investigated by the Edison Fire Department or Police Internal Affairs.

Section 2

The Employee shall have the right at all times to refuse to take a polygraph or other lie detector tests and shall have the right to testify at his disciplinary hearing without fear of departmental discipline as a result of such refusal.

Section 3

The Employer shall render decisions within six (6) months after the close of a disciplinary hearing concerning an Employee. If a decision is not rendered within the aforesaid time period, the decision shall be deemed to have been in favor of the Employee against whom the charge or charges have been brought. This section shall be prospective in application only and shall not apply to charges brought prior to the execution of this contract, but shall only apply to charges brought after the date of execution.

Section 4

When a complaint is either anticipated or filed against an Employee, he shall not be required nor shall he be instructed to make a report concerning same prior to any interrogation. This shall not relieve the Officer from his responsibility to file routine reports in the course of his duty.

ARTICLE XXXII

IDENTIFICATION CARDS

Section 1

Employees covered under this Agreement shall be provided with a valid Uniformed Fire Department Identification Card. The cost involved for the making of these cards shall be borne by the Employer.

ARTICLE XXXIII

CONTINUATION OF BENEFITS

Section 1

All benefits, terms and conditions of employment presently enjoyed by Employees hereunder that have not been included in this contract shall be continued in full force and effect.

ARTICLE XXXIV

ARBITRATION

Section 1

Any grievance or other matter in dispute involving the interpretation of application of the provisions of this Agreement not settled by the grievance procedure as herein provided may be referred to an arbitrator, provided it is not specifically exempt from said arbitration process.

Section 2

Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party, specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to present a list of arbitrators from which the parties shall choose three (3) names as agreed between the parties. Said arbitrator will hear the arbitration in the manner set forth in the Rules and Regulations of the New Jersey Employment Relations Commission.

Section 3

The decision of the arbitrator shall be in writing and shall include the reasons for such findings and conclusions.

Section 4

The decision of the arbitrator shall be final and binding on the Association and the Employer.

Section 5

In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its Rules and Regulations which would in any way effect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike on name until but one name remains and the party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's service, if any, shall be borne equally by the Employer and the Association.

ARTICLE XXXV

LEAVE WITHOUT PAY

Section 1

An Employee covered by this Agreement shall be granted with the approval of the Director of Public Safety and the Municipal Council,, leave without pay up to six (6) months provided the Employees shall make a request to the Chief or a designee chosen by the Chief of the Department at least two (2) weeks in advance of the date for which such leave is desired. In the event of an emergency, only reasonable notice for such a request shall be required.

Section 2

Leave of absence beyond a total consecutive maximum period of six (6) months may only be approved by the Director of Public Safety and the Municipal Council, which approval may not be unreasonably denied. Leave is subject to manpower and operational needs and under no conditions is to be granted for enhancement of outside business ventures or other employment.

ARTICLE XXXVI
PROMOTIONS

Section 1

All promotions to superior positions shall be made from the membership of the Department as it is constituted at the time of such promotion.

Section 2

Notice in writing shall be provided to the union of any proposed promotional opportunity and such notice shall also be posted so as to advise all bargaining unit employees of the proposed promotion.

Such notice shall include, but not be limited to, the following items:

- A. the title of the position that is open.
- B. the date that the promotion appointment is to be anticipated.
- C. the educational, experiential and other substantive criteria that the Employer intends to utilize in determining qualifications for such promotion.
- D. the general weight the Employer will distributed to each substantive criteria to be utilized.
- E. the name of any courses, study guides, bibliographies, etc. that are required for such promotional consideration.

Section 3

Any notice of a promotional opportunity shall be made sufficiently in advance of the promotional appointment so as to enable equal opportunity by all Employees to meet the specified substantive criteria where such criteria requires completion of course work, study guides or submission documents.

In no event shall such notice be less than thirty (30) days prior to any such appointment being made.

Section 4

Any list of Employees eligible for such promotion shall be posted and a copy thereof provided to the union. Such list of eligibility shall contain its length of duration.

Section 5

The Township has the right to determine all temporary and permanent assignments based on such criteria as it deems appropriate including but not limited to, education, experience, training, and background skills.

Section 6

When such factors are equal, promotions shall be made giving weight to seniority as the determining factor.

ARTICLE XXXVII

WORKING OUT OF CLASSIFICATION

Section 1

Any Employee covered by this Agreement who is required to accept the responsibilities and carries out the duties of a position or rank above that which he normally holds, shall be paid at that rate for that position or rank while so acting.

ARTICLE XXXVIII

DRUG TESTING

Section 1

The purpose shall be bound by the Township's Alcohol and Drug Testing Policy. For purposes of random drug testing provisions of the policy, a Fire Officer shall be deemed to be a safety sensitive position. In the event that a federal or state court of competent jurisdiction deems random testing of Fire Officers or Firefighters to be illegal or unconstitutional, this provision concerning random drug testing only shall be null and void.

ARTICLE XXXIX

FULLY BARGAINED PROVISION

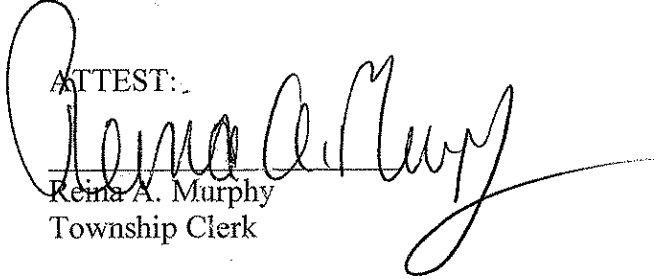
Section 1

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were the subject of negotiations. During the term of this Agreement, the parties agree to comply fully with the New Jersey Public Employment Relations Act with respect to negotiations of terms and conditions of employment.

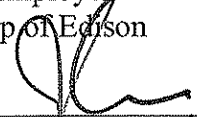
IN WITNESS THEREOF, THE PARTIES HERETO SET THEIR HANDS AND SEALS

ON THIS 24th DAY OF October 2008.

ATTEST:


Reina A. Murphy
Township Clerk

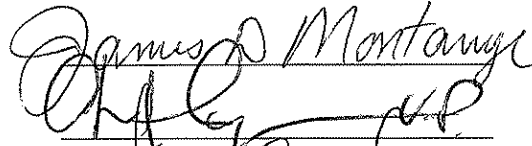

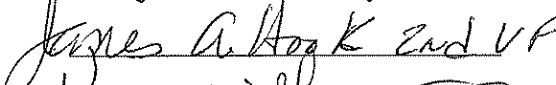
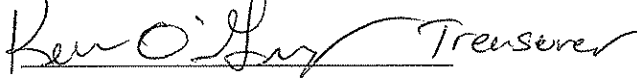
For the Employer
Township of Edison


Jun Choi, Mayor 10/23/08

For the Union

Edison Paid Fire Officer's
Association

ATTEST:


James D. Montange Pres

Gerald E. Dennis Secy

James A. Hook 2nd VP

Ken O'Leary Treasurer