

Middlesex

STORAGE

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AGREEMENT
BETWEEN
THE
TOWNSHIP OF EDISON
AND
THE EDISON FIRE FIGHTERS
ASSOCIATION
LOCAL 1197 I.A.F.F.

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JANUARY 1, 1983
TO
X DECEMBER 31, 1985

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PREAMBLE

THIS AGREEMENT, between the Township of Edison, Edison, New Jersey, hereinafter referred to as the "TOWNSHIP or EMPLOYER" and the EDISON FIRE FIGHTERS ASSOCIATION, LOCAL 1197, I.A.F.F., hereinafter referred to as the "UNION" is designed to maintain and promote a harmonious relationship between the Township of Edison, and such of its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE NO. I

RECOGNITION

SECTION #1. The township recognizes the Union as the Exclusive Bargaining Agent for all employees of the Fire Department as covered in this agreement for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all Fire Fighters, and Inspectors, But, excluding managerial executives as defined in the act.

→ SUPERIOR OFFICERS

SECTION #2. Unless otherwise indicated, the terms "Fire Fighter", "Fire Fighters", "Inspector", "Inspectors" "Employee", "Employees" when used in this agreement refers to all persons represented by the Union in the above defined negotiation unit.

ARTICLE NO. II

AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS
ON BOTH PARTIES, REGARDLESS OF CHANGES IN
MANAGEMENT, CONSOLIDATION MERGER, TRANSFER,
ANNEXATION AND LOCATION.

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

ARTICLE NO. III

DURATION

SECTION #1. This agreement shall be effective as of January 1, 1983 and shall remain in full force and effect until December 31, 1985. It shall automatically be renewed from year to year thereafter, unless either party to this agreement shall have notified the other in writing at least seventy-days (75) prior to the anniversary date of this agreement, that it wishes to renegotiate the agreement of parts thereof. In the event that such notices are given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. If the present agreement expires before a new agreement is reached, the terms of this agreement shall remain in effect until the employees are covered by a subsequent agreement.

SECTION #2. In the event the parties have not achieved a mutually satisfactory agreement by February 15, 1986, the parties will file a joint request, in writing, for the appointment of a mediator with the Public Employees Relations Commission as spelled out by the appropriate law. The aforementioned date for filing may be extended by mutual agreement of both parties.

ARTICLE NO. IV

DUTIES OF FIRE FIGHTERS

SECTION #1. Employees may be assigned to perform any duty related to Fire Fighting, Rescue, Salvage, care and limited maintenance of fire fighting equipment apparatus, overhaul work, maintenance or housekeeping of firehouses and community relations. It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance work and mechanical work normally performed by non-unit employees.

out SECTION #2. The township shall not require employees to perform any police duties.

out SECTION #3. The township shall not require any employee to use hose streams or any other method to take part in quelling any riot, strike or civil disturbance.

out SECTION #4. In the event of an alarm in a riot, strike or civil disturbance, adequate police protection shall be made available immediately upon responding.

ARTICLE NO. V

WORK WEEK

SECTION #1. The work week for all employees who perform fire fighting duties and are assigned to a rotating shift schedule, shall work an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year. Based on the schedule of two (2) ten hour days, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each and so on.

SECTION #2. In accordance with the needs of the Fire Department the work week of the employees of the Fire Prevention Bureau shall be forty (40) hours per week, with the exception of holidays as designated by the township.

ARTICLE NO. VI

HOLIDAYS

SECTION #1. Each employee covered by this agreement shall be paid fifteen (15) Holidays per year on the last payday in October. For those whose employment is terminated before the completion of the year, payment shall be made on a pro-rate basis.

7 HOLIDAYS

THE FIFTEEN (15) PAID HOLIDAYS ARE AS FOLLOWS:

- a. New Years Eve (1/2 day)
- b. New Years Day
- c. Lincoln's Birthday
- d. Washington's Birthday
- e. Good Friday
- f. Memorial Day
- g. Independence Day
- h. Labor Day
- i. Columbus Day
- j. Election Day
- k. Veteran's Day
- l. Thanksgiving Day
- m. Friday Subsequent to Thanksgiving Day
- n. Christmas Day
- o. Christmas Eve (1/2) Day
- p. Martin Luther King's Birthday

SECTION #2. When the Mayor of Edison declares a holiday or when the municipal offices are closed due to emergencies, weather conditions or any other reason, the employees covered by this agreement shall receive monetary compensation as provided in this article.

SECTION #3. The Holiday pay factor shall be computed on the basis of 243 work days divided into the base salary, times fifteen (15) days, equals, holiday pay.

HOLIDAYS (CONTINUES)

SECTION #4. An employee who actually works on Christmas Day, New Years Day, 4th of July, Thanksgiving Day, Lincoln's Birthday, Washington Birthday, Memorial Day, and Labor Day shall receive, in addition to his regular salary compensation/holiday pay, at the rate of two (2) hours pay at time and one half (1-1/2) when actually worked for the entire shift, Holidays shall run from 0800 hours until 0800 hours.

*ARTICLE NO. VII

FUNERAL LEAVE

SECTION #1. Four (4) working days funeral leave shall be granted without loss of pay starting from the date of such death for the following immediate family of employees: Father, Mother, Wife, Child, Stepchild, Brother,

Sister, Stepmother, Stepfather, Mother-in law, Father-in-law, and all step relatives of similar degree.

SECTION #2. In addition, each employee covered by this agreement, shall be granted funeral leave without loss of regular pay for one (1) working day to attend funeral services of his guardian, grandparent, grandchild, aunt, uncle, niece, nephew, sister-inlaw, brother-in-law, or a person who had an unusually close relationship with the employee.

SECTION #3. An employee shall also be granted a reasonable amount of 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 the Department.

SECTION #4. In any instance where an employee, due to special circumstances, requires additional funeral leave, the employee may make application to the Director of Public Safety for additional funeral leave. The granting of such time shall not be unreasonably withheld.

ARTICLE NO. VIII

MUTUAL AID

SECTION #1. The Township shall see that employees, while rendering aid to another community are fully covered by Workmans Compensation and Liability Insurance and Pensions as provided by State Law, and shall receive all the benefits to which he is entitled to as if working within the Township of Edison.

out
SECTION #2. The Township of Edison shall not require employees covered by this agreement to relocate personnel and apparatus on a stand-by basis to other communities whose Fire Fighters or Officers are engaged in any type of job action. This will not preclude the use of personnel and apparatus of the Township of Edison to suppress an actual fire when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder.

ARTICLE NO. IX

SAFETY AND HEALTH

The Township and the Union agree to cooperate to the fullest extent in the promotion of Safety. Two (2) employees representing the Union and two (2) employees representing the Township shall comprise the Safety committee. The committee will meet monthly and discuss safety and health conditions of the Fire Department. Both the Township and the Union shall have the right to call additional meetings of the Safety and Health Committee.

All recommendations shall be in writing and copies submitted to the Township and the Union.

ARTICLE NO. X

LEGAL DEFENSE

Whenever any employee covered by this agreement, is a defendant in any legal proceeding arising out of the performance of his duties, the Township shall provide such employee with the necessary means for the defense of such action or proceeding and pay or satisfy any judgment entered against said employee.

ARTICLE NO. XI

DUES CHECKOFF

The EMPLOYER, agrees to deduct, twice each month, dues in the amount certified to be current by the Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted by the Employer to the Treasurer of the Union.

ARTICLE NO. XII

BULLETIN BOARDS

The Employer will maintain suitable bulletin boards in each Fire Station which may be used by the Union for Information concerning Union Activities.

ARTICLE NO. XIII

ACTING OFFICERS

SECTION #1. No Fire Fighter is eligible to serve as an Acting Captain until he has completed Five (5) years of service in the Edison Fire Department. Whenever ant Fire Fighter is required to serve as an Acting Captain, such employee shall receive the rate of pay of that rank for each day he serves as an Acting Captain, or for any portion of that day.

SECTION #2. All Acting assignments in the classification of Captain shall be at the discretion of the Director of Public Safety, such discretion shall not be unreasonably exercised in favor of or against any particular individual.

out SECTION #3. All Acting Assignments in the classification of Captain shall become permanent after ninety (90) days.

ARTICLE NO. XIV

WORKING OUT OF CLASSIFICATION

Any person covered by this agreement who is required to accept the responsibilities and carry 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 NO. XV

LEAVE WITHOUT PAY

SECTION #1. Any employee covered by this agreement shall be granted, with the approval of the Director of Public Safety or Acting Director of Public Safety, Leave without pay up to a maximum of six (6) months provided he shall make such request of the Officer in Charge of the Edison Fire Department at least two (2) weeks in advance of the date for which such leave is desired except in the event of an emergency, in which case only reasonable notice for such request shall be required.

SECTION #2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director of Public Safety and the Municipal Council, which approval may not be unreasonably denied.

ARTICLE NO. XVI

EXCHANGE OF SHIFTS

SECTION #1. Any employee may, upon request to the officer in charge or with the approval of the Chief or Deputy Chief, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided;

(a) Such substitution does not impose any additional costs on the Township of Edison.

(b) Such substitute shall be qualified to perform the duties of the employee he replaces.

out SECTION #2. Such requests shall not be unreasonably denied, any employee shall be permitted to exchange shifts with another employee of the same rank.

ARTICLE NO. XVII

SENIORITY LIST

SECTION #1. The township shall establish a seniority list of the permanent Uniformed Fire Department Personnel and it shall be brought up to date by the Township of Edison, Fire Department on January 1st of each Year and immediately be posted in all Township Fire Stations where employees covered by this agreement are stationed. Seniority List shall be placed in the Red Book and a copy of same mailed to the Secretary of the Local Union.

SECTION #2. Unless an objection to the seniority list as posted is made to the Chief of the Edison Fire Department within fifteen (15) working days from the date such list is posted, the list will be final.

out SECTION #3. Priority for temporary assignments shall be on the basis of seniority.

out SECTION #4. Permanent assignments shall be made with seniority accorded priority.

ARTICLE NO. XVIII

PROBATIONARY PERIOD

All employees shall serve a probationary period of six (6) months and have no seniority during this period, but shall be subject to all other provisions of this agreement. The probationary period shall be considered part of the seniority time.

ARTICLE NO. XIX

BAN ON STRIKES

SECTION #1. It is recognized that the needs for continued and uninterrupted operation of the Township of Edison, Fire Department. It is of importance to the citizens of this community and that there should be no interference with such operations.

SECTION #2. Adequate procedures having been provided for the equitable settlement or grievance arising out of this agreement, parties hereto agree that there will not be and that the Union, It's Officers, Members, Agents or principals will not engage in or sanction strikes.

SECTION #3. The Union and its Officers shall not be held liable for unauthorized acts of the employees covered by this agreement.

ARTICLE NO. XX

PREVAILING RIGHTS

SECTION #1. All conditions of employment that now exist but are not covered by this agreement shall remain in full force and effect for the duration of this agreement.

SECTION #2. The Township of Edison shall not enter into any agreement with employees which in any way conflicts with the terms of this agreement, and shall recognize only Officials of the Union as Official Representatives.

ARTICLE NO. XXI

SAVINGS CLAUSE

If any provision of this agreement, or the application of any such provision shall be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

In the event any provision is declared invalid as aforesaid, the parties agree to negotiate a new provision to replace said invalid provision.

ARTICLE NO. XXII

FULLY BARGAINED PROVISIONS

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE NO. XXIII

UNION BUSINESS LEAVE

SECTION #1. The members of the Union Negotiating Committee not to exceed five (5) in number shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township of Edison and the Union for purpose of negotiating the terms of an agreement. When such meetings take place at a time during which such members are scheduled to be on-duty. In the event that a meeting lasts longer then four (4) P.M. and a member of the Negotiating Committee is scheduled for his tour of duty, i.e., six (6) P.M. shift, that member or members shall be excused from that night shift.

SECTION #2. Three (3) representatives of the Union (the Union President or his designee's) shall be granted time off from duty and suffer no loss of regular pay for all meetings between the Administrative Officials of the Township of Edison or the Chief of the Department, for the purpose of processing grievances. When such meetings take place at a time during which such Union Representatives are scheduled to be on duty.

SECTION #3. Five (5) Officers of the Union (President, Vice Presidents, Recording Secretary, and Treasurer) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings of the Union Executive Board and the Membership Meetings of the Union when such meetings take place at a time when such Officers are scheduled to be on duty.

SECTION #4. The Union agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty.

SECTION #5. Appointed Union Delegates not to exceed three (3) in number, The President or his designee, and one (1) Alternate, shall be granted time off from duty to attend State Meetings, Annual Union Conventions, and Seminars, and shall suffer no loss of their regular pay. In addition, in the event that a member is scheduled for a night tour of duty he shall be granted that night or nights off duty. (Maximum four (4) working days.) In any instance where assitional days are required application may be made to the Public Safety Director for such time as required. The granting of this time shall not be unreasonably withheld.

4 from both Union
SECTION #6. The Employer agrees to recognize and support the Fire Department Funeral Detail consisting of four (4) members of the Association, representing the Fire Department. The detail to be selected by the Association, in an Official Capacity to attend funerals in and out of state for Fire Fighters who have given their lives in the line of duty. The four (4) members assigned to the funeral detail shall be granted time off from duty without loss of pay to attend such funerals. The Employer will supply a Fire Department vehicle of use in the funeral detail. (within a graphical circumference of three hundred (300) miles. Only one (1) member shall be allowed time off from his regular duty shift.

SECTION #7. The Officers (President, Vice Presidents, Recording Secretary, and Treasurer.) shall not be transfered from their present job assignments without just cause or without the consent of the employee(s).

ARTICLE NO. XXIV

VACATIONS

SECTION #1. The Vacation period for all Employees covered by this agreement shall begin on January 1st of each year and continue in effect until December 31st of that year.

The following schedule shall be observed:

1 - 5 years	2 Weeks Vacation	(12 Working Days)
6 - 10 years	3 Weeks Vacation	(18 Working Days)
11 - 15 years	4 Weeks Vacation	(24 Working Days)
16 - 20 years	5 Weeks Vacation	(30 Working Days)
21 - Retirement	6 Weeks Vacation	(36 Working Days)

SECTION #2. Members of the Uniformed force assigned to Special Details, Fire Prevention, shall be granted eight (8) days for each week of vacation;

Section #3. In the event a Fire Fighter dies without having taken his vacation in any calendar year, his estate will receive his pay for two (2) pay periods. In the event any vacation has been taken in that calendar year, a pro-rated adjustment shall be made. This section shall be subject to and include the provisions of N.J.S.A. 40A:14-137.1.

SECTION #4. In the event the last work week falls into two (2) calendar years, that week shall be considered one (1) week.

SECTION #5. Calendar year shall be defined as January 1st to December 31st.

ARTICLE NO. XXV

UNION PRIVILEGES

SECTION #1. The Union shall have the right to visit Fire Stations at all reasonable hours for Union Business. The Union will not abuse this right. Such visitation shall not interfere with the normal conduct of work within the department.

SECTION #2. Copys of all general orders, rules and regulations and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this agreement shall be furnished to the Union within twenty-four (24) hours of their promulgation.

SECTION #3. The Union may use the Fire Department mail or message routing system and may use Fire Station and Fire Department mail boxes. Such use shall be reasonable.

ARTICLE NO. XXVI

IDENTIFICATION CARDS

SECTION #1. Employees covered by this agreement shall be provided with a valid Uniformed Fire Department identification. The cost involved for the making of these cards to borne by the employer.

ARTICLE NO. XXVII

LONGEVITY

SECTION #1. In addition to salary a longevity payment shall be paid, such longevity pay to be considered as addition compensation and shall be considered part of the employees salary for retirement benefits. Longevity shall be paid every two (2) weeks as part of salary.

SECTION #2.

LONGEVITY SCALE

2-1/2%	after first	5 years
3%	after	6 years
3-1/2%	after	7 years
4%	after	8 years
4-1/2%	after	9 years
5%	after	10 years
5-1/2%	after	11 years
6%	after	12 years
6-1/2%	after	13 years
7%	after	14 years
7-1/2%	after	15 years
8%	after	16 years
8-1/2%	after	17 years
9%	after	18 years
9-1/2%	after	19 years
10%	after	20 years
1/2% Every year thereafter until such time as the employees covered by this agreement retires.		

* SECTION #3. A Shift Differential of 7% above base salary shall be paid to all employees who work a rotating shift. Said 7% shift differential will be paid quarterly and will only be paid for time actually worked.

ARTICLE NO. XXVIII

PERSONAL DAYS

SECTION #1. All employees covered by this agreement and are assigned to a rotating shift, shall be granted four (4) personal days per year. All personal days shall be submitted on vacation forms, at least one (1) day prior to the day being requested off, (for non-emergency) for emergencies the following manner will take effect, by reporting personally or call by telephone the Chief of the Fire Department or the Deputy Chief of the Fire Department.

art SECTION #2. All employees assigned to special details, i.e., Fire Prevention shall be granted nine (9) personal days per year. The same procedure for submitting of personal days as in section #1 shall take effect.

SECTION #3. Any employee who has one (1) personal day denied may carry that day for one (1) additional year.

ARTICLE NO. XXIX

SICK TIME

SECTION #1. Each employee covered by this agreement shall be granted one and one-quarter (1-1/4) sick days per month for a total of fifteen (15) days per year up to the time of termination of employment. Sick time shall be cumulative and each employee shall be paid for such accumulated time in the following manner.

- (a) Employees will be paid for one half of the total amount of sick days accrued from the year 1963 to date of termination of employment. If termination occurs while in good standing, at the rate equal to the highest salary attained at the time of termination of employment by that employee terminating his employment excluding overtime.
- (b) Employees will be paid the remaining fifty (50) percent of the accumulated sick days as terminal leave, payment to be made at a rate equal to the highest salary attained by that employee terminating his employment if termination occurs while in good standing and excluding overtime.
- (c) Payments made in accordance with the above shall be made by lump sum on the day of termination of employment or the nearest payday thereafter.

SECTION #2. The heirs, assigns or designees of an employee whose employment is terminated by death or while in good standing shall receive payment for all accumulated sick time at a rate equal to the highest salary attained. In accordance with Section #1 of this Article.

SECTION #3. Employees who receive a disability retirement or deferred retirement shall receive payment in accordance with Section #1 of this article.

If an employee takes a deferred retirement, payment 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 payday thereafter.

SECTION #4. After all accrued sick time is taken, employees will be granted an extension for illnesses 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 #4. Must be replenished before accrued time will begin again.

SECTION #6. Hospital confinement and major illness shall be treated in the following manner:

- out*
- (a) Any employee who is confined to a hospital for non-related service injuries, or major illness, for any period up to one year, will not be charged under sick time. Any time over one year will be subject to review and time may or may not be deducted.
 - (b) Employees 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 recommended recuperative time. This letter shall be sent to the Chief of the Fire Department.
 - (c) After verification of the recommended recuperative time is made by the appointed Township physician, if such is the requested, and such recuperative time is completed the employee shall be returned to duty. An employee failing to return to duty after the completion of such time shall have sick time deducted for each day he fails to return to duty.
 - (d) Reasonable recuperative time shall not be deducted from accured sick time.
 - (e) 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) Employees who are injured while in the performance of duty 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 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) The employee shall receive full pay during the periods as set forth herein but, will endorse and turn over to the employer any temporary disability compensation checks received during said time of disability.

SECTION #8. Any member of the Fire Department 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. Members who report off sick after this four hour limit 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. All active employees of the Fire Department who are covered by this agreement, That were appointed prior to 1963 shall receive eight (8) sick days per year for each year of service up to 1963. No employee may accumulate more the 243 days for the purposes of retirement benefits as set forth in Section #1, #2, and #3 of this article.

SECTION #11. At the start of each calendar year every employee shall receive in writing the total accumulated sick days he has to his credit, This shall be sent to each employee during the month of January.

ARTICLE NO. XXX

PERSONNEL FILES

SECTION #1. There shall be one (1) Edison Fire Department employee file. The Chief of the Fire Department shall assign a member of the Department to act as custodian of these files. the employer shall notify the employee within two (2) weeks 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 in the file a rebuttal.

SECTION #2. Any employee shall have the right to review his file by giving notice during regular business hours. Any detrimental material can be removed through the grievance procedure.

SECTION #3. No person shall be permitted to review said personnel file except the Chief and Deputy Chief of the Fire Department, the custodian of the files, the Director of Public Safety or his Designee and the employee. Civilian assistants may add data to the personnel file under the direction and control of the custodian of the files.

SECTION #4. A log indicating the date, time, and person reviewing the files shall be kept in each file.

ARTICLE NO. XXXI

OVERTIME

SECTION #1. Whenever an employee works in excess of his regular assigned work week or forty (40) hours in any week or schedule, (see work week) he shall be paid for such overtime work at one and one-half (1-1/2) times the hourly rate which he receives for his regular assigned duty.

Except when two employees swap their tour of duties because of personal reasons, no compensation shall be granted. Overtime on a particular shift of less than thirty (30) minutes duration shall not be compensated for. Overtime in a shift in excess of thirty (30) minutes, and up to and including one (1) hour shall be paid in segments of one (1) hour.

SECTION #2. In the event that overtime is authorized by the Chief of the Department or his representative, it shall be worked by an employee of the same rank. For the purposes of overtime work, an employee, when serving in an acting capacity in a higher rank, shall be considered as holding that rank.

SECTION #3. Employees covered by this agreement that are recalled to duty for any emergency shall be paid during such emergency in excess of regular tour of duty at a minimum of four (4) hours pay, at the rate of time and one-half (1-1/2).

SECTION #4. The Department shall establish and maintain an overtime roster of employees on a Seniority Basis. Whenever overtime is required, it shall be rotated among the employees on the roster with a goal of equalizing firefighting overtime. If an employee refuses an assignment to work overtime, he shall be considered as having worked such assignment for the purpose of maintaining a proper order of rotation for any future assignment. The Department shall provide an up-to-date roster so that employees will know when their turn is approaching. The roster shall show the date of call and the response for each person called as to whether it was refused, on duty, no answer, sickness or vacation. The members of the Fire Prevention Bureau shall be excluded from this overtime roster. Their overtime duties shall be limited to the activities of the Fire Prevention Bureau.

SECTION #5. All special off duty details, i.e., fire watch, dances, etc. shall be considered overtime.

SECTION #6. Employees who are ordered to remain home or within the township limits on off-duty hours shall be compensated for such time at the rate of eight (8) hours at time and one-half (1-1/2) their regular rate of pay.

SECTION #7. Employees shall be excused from the overtime roster when they are on vacation or sick leave.

ARTICLE NO. XXXII

WELFARE AND PENSION BENEFITS

SECTION #1. The employer agrees to provide and cover all employees covered by this agreement, including their dependants, with an insurance plan that is equal to or better, in all respects, than the past coverage under Blue Cross/Blue Shield. And that if an employee wishes he or she may become a member of Health Maintenance Organization (HMO)(Rutger Community Health Plan) in accordance with present practices now in effect.

SECTION #2. The employer agrees to provide and cover all employees and their dependants with a dental plan, and to pay for same, with the present practices now in effect.

SECTION #3. The employer agrees to provide and cover all employees and their dependents, with a prescription plan, at no cost to the employee and without a deductible clause.

SECTION #4. The employer agrees to provide and cover all employees and their dependents, with an optical plan, at no cost to the employee and without a deductible clause.

SECTION #5. Insurance policy - the employer agrees to provide at no cost to the employees covered by this agreement, with a Life Insurance Policy in the amount of \$10,000.00. The policy type shall be life Insurance and Accidental Death and Dismemberment Insurance in the amount of \$10,000.00. The amount reduces 50% at age 65, and again reduces by 50% at age 70, Accidental Death and Disability terminates upon retirement. This policy shall be issued without medical evidence of insurability.*A copy of this policy shall be issued to each employee covered by this agreement.

SECTION #6. All health benefits as set forth in this Article shall be continued in full force and effect for retired employees and their dependents to the extent that the law permits. All health benefits shall continue until the deceased employees spouse remarries and or all dependent children reach the age of twenty-three (23).

SECTION #7. The employer may elect to provide an alternative health benefit to those specified in Section #1 through 4 above, provided such alternative plan is at least equivalent to or better than those coverages specified hereinabove.

ARTICLE NO XXXIII

CLOTHING ALLOWANCE

SECTION #1. All employees covered by this agreement, shall be entitled to an annual clothing allowance as follows:

INSPECTORS	\$600.00
FIRE FIGHTERS	\$450.00

This clothing allowance shall be payable on the first pay in April.

SECTION #2. The employer shall supply each employee covered by this agreement with a Nomex Turnout Coat, Rubber Fire Boots, Fire Fighter Type Helmet with Full Face Eye Shield, Gloves, Flashlight and Batteries, and Nomex Turnout Pants with Boots, as may be needed from time to time.

SECTION #3. Any clothing, either dress or work clothes, or personal items damaged while in the performance of prescribed duties, shall be replaced or compensated for by the Township.

SECTION #4. In addition to this allowance, the township will pay for replacement or repair to any part of the uniform damaged in the line of duty, including prescription Eye Glasses, and Watches or Time-pieces, the payment for watches not to exceed fifty (\$50.00) dollars and other payments not to exceed replacement cost. It must be clearly demonstrated by the employee that said watch or time-piece was damaged in the line of duty.

SECTION #5. The employer agrees to provide each employee covered by this agreement, and are assigned to a rotating shift, with four (4) sheets and two (2) pillow cases and to replace same when needed. The present towel service shall remain in effect and the present blankets will be supplied and cleaned with the present practices now in effect.

ARTICLE NO. XXXIV

MILEAGE ALLOWANCE AND INSURANCE CLAUSE

Employees required to use their private vehicles Fire Department business or as a necessity in the changing of Fire Stations shall be compensated at the rate of \$.25 a mile. The employer agrees to have employees autos covered by liability and collision insurance when said employee is directed to use his car to report to another station after his tour has taken place.

ARTICLE NO. XXXV

RESIDENCY

Any employee covered by this agreement shall not be required to reside within the boundaries of Edison Township or the boundaries of Middlesex County, New Jersey.

ARTICLE NO XXXVI

ANNUAL SALARY

SECTION #1. All employees covered by this agreement will received a 7.0% (Seven percent) pay raise for the calendar year of 1983 effective January 1st and retroactive thereto. All employees covered by this agreement will receive a 7.0% (Seven percent) pay raise for the calendar year of 1984 effective January 1st and retroactive thereto. All employees covered by this agreement will receive a 8.0% (Eight percent) pay raise for the calendar year of 1985 effective January 1st and retroactive thereto. All percentage (%) figures are base on the Township of Edison Ordinance, Number 0.57-82, An Ordinance to amend the code of the Township of Edison, New Jersey by ammending Chapter 6, Article II, Entitled "Division of Fire" and to fix compensation to be paid to members thereof, dated 28th day of April, 1982.

SECTION #2. It being recognized that the employment as a Fire Fighter is a difficult and hazardous occupation, each and every employee covered by this agreement shall receive the sum of two hundred (\$200.00) dollars per year payable in one lump sum on or before April 1st of that year which monies shall be designated as "HAZARD DUTY PAY".

SECTION #3. Inspectors R.C.S. shall in addition to the above annual salary receive an additional one thousand (\$1,000.00) dollars to be included as part of annual salary. Fire Sub-Code official or acting Sub-Code official who has attained a State of New Jersey License for Fire Protection Inspector R.C.S. or I.C.S. or H.H.S. shall in addition to the annual salary receive two thousand (\$2,000.00) dollars to be part of annual salary.

ARTICLE NO. XXXVII

PROMOTIONS

SECTION #1. All promotions to superior positions shall be made from the membership of the department as constituted at the time of such promotion, and shall be made with due regard to length of service of person proposed to be promoted, and his merit in the department, preference being given to him who has served the longest period of time in the department.

SECTION #2. Promotions shall be made within ninety (90) days of an opening within a respective rank whether the opening be caused by death, retirement, promotion or by the enlargement of the number of officers and inspectors in the department by ordinance.

ARTICLE NO. XXXVIII

DEPARTMENTAL TRAINING

In-Service training shall be made available to all employees on the departmental time as scheduled by the Chief of the Department.

ARTICLE NO. XXXIX

WORK UNIFORMS AND EQUIPMENT

SECTION #1. (a) All Fire Fighter employees assigned to a rotating shift schedule, are required to wear the work uniform of the Fire Department while going to or coming from the assigned fire station they are assigned to. The Dress Uniform shall only be worn for Departmental Inspections, Funerals, and such other details as may be perscribed by the Chief of the Department. There shall be no more then two (2) Departmental Inspections per year. Employees not in attendance for Departmental Inspections shall be required to report on their day tour of duty in full dress uniform. The Chief of the Department shall inform all employees of the Fire Department in advance of an Inspection.

(b) The employer agrees to purchase all Americam made equipment whenever legally possible. Lighter Air Packs with positive pressure air masks will be acquired for the Fire Department as existing equipment is replaced.

(c) The employer will develop and promulgate a procedure for the verification of loss or damage to an employees goods, clothing or equipment while in the line of duty and the prompt replacement thereof.

ARTICLE NO. XL

RULES AND REGULATIONS

The employer shall name three representatives and the Union shall name three representatives to sit as a committee to up date the Fire Department Rules and Regulations. This will be accomplished through mutual consent during the term of this agreement.

ARTICLE NO. XLI

COMPENSATORY TIME, FIRE PREVENTION

SECTION #1. Compensatory time may be accepted through the mutual consent of the employer and the employee in lieu of payment of overtime.

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 (1-1/2) hours for each hour worked.

SECTION #3. Compensatory time off must be taken with-in six (6) months. If an employee makes a request for time off and is refused, prior to the expiration of six months, said employee shall request in writing monetary compensation for time accrued and be paid with-in thirty (30) days of said request.

ARTICLE NO. XLII

MILITARY CLAUSE

Any regular employee who enters upon active service or duty with the military or naval service in time of war or emergency shall be given a leave of absence for, and will accumulate seniority during, such period of service not to exceed four (4) years. Upon termination of such services, he will be re-employed at the rate of pay prevailing for work he is assigned at the time of his re-employment, provided, however; he has not been dishonorably discharged, there is work available, he is physically, mentally, and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days of his discharge.

ARTICLE NO. XLIII

AGENCY SHOP

All employees covered by this agreement must as a condition of employment pay the regular union dues to the Union. The employer shall continue to collect the union dues as set by the Union Treasurer and forward said dues to the Union.

ARTICLE NO. XLIV

DISCRIMINATION, INTERFERENCE OR COERCION

There shall be no discrimination, interference or coercion by the employer or department head or any of its agents against the employees representing the Union or employees as defined by this agreement, because of membership or activity in this Association. Neither the employer nor the Association shall discriminate against any employee because of race, creed, or color, or national origin, including political affiliation.

ARTICLE NO. XLV

EDUCATIONAL BENEFITS

SECTION #1. Any employee who attends school shall be reimbursed for the cost of 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 the Paid Department 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.

SECTION #2. Tuition and academic fees will not be reimbursed in cases where a grade of less than "C" is attained.

SECTION #3. Text books reimbursement for courses meeting requirements of Section #1 of this Article shall only be those text books that are officially required by the school. Reasonable attempts shall be made to accommodate an employee including revising their hours of employment in order that said courses or course may be successfully completed.

SECTION #4. Each employee who is endeavoring to obtain a Fire Science or related degree shall receive educational incentive pay in the amount of fifteen (15) dollars per credit and shall be paid for each additional credit earned at fifteen (15) dollars per credit per year to a maximum of one hundred (100) credits. Credits earned in any given calendar year shall be deemed to have been earned on January 1st of that year and the employee shall be paid accordingly.

SECTION #5. All other sources of funding (Federal and State) should be exhausted prior to application to the employer for reimbursement. Materials concerning such opportunities will be posted by the employer on an appropriate Bulletin Board.

SECTION #6. All schools shall be posted in advance and the Union shall receive a copy of the posted notice as much in advance as possible.

ARTICLE NO. XLVI

GRIEVANCE PROCEDURE

Grievances or disputes which may arise, including the interpretation of this agreement, shall be settled in the following manner:

STEP #1. The Union grievance committee, upon receiving a Written and Signed petition shall determine if a grievance exists. If, in their opinion no grievance does exist, no further action is necessary. The Union may submit a grievance for an employee.

STEP #2. If a grievance does exist, they shall, with the employee, present this grievance to the Chief of the Department or his Representative for adjustment.

STEP #3. If within two (2) weeks of the transmittal of the written answer by the Business Administrator, the grievance is not settled to the satisfaction of both parties, either party to the agreement may request that the grievance be submitted to arbitration.

STEP #4. In the event of any unresolved grievances, either party may submit it to P.E.R.C. for the appointment of an impartial arbitrator in accordance with their rules and regulations. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. At all times through the grievance procedure, the aggrieved employee shall have the right to representation by the Union Officials.

STEP #5. Grievances initiated by the Township shall be filed with the Union within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing the grievance between the representative of the Township and the Union in an earnest effort to adjust the differences between the parties involved. In the event no such adjustment can be satisfactorily made, either party may file for arbitration in accordance with the provisions of this article.

Grievances shall be defined as complaint, view, or dispute involving the interpretation, application or violation of policies, agreements and administration decisions affecting them.

ARTICLE NO. XLVII

RE-OPENER CLAUSE

In the event that any other township employee receives any economic or non-economic benefit greater than, or in addition to those provided for herein, the Union at its option may reopen this contract for further negotiations.

IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS
AND SEALS THIS _____ DAY OF _____ 1984.

FOR THE EMPLOYER

THE MAYOR
TOWNSHIP OF EDISON, N.J.

ATTEST:

BY:

TOWNSHIP CLERK

ANTHONY M. YELENCISICS
MAYOR

ATTEST:

EDISON FIRE FIGHTERS ASSN.
I.A.F.F. LOCAL 1197
(AFL-CIO)

FOR THE UNION:

GEORGE ROBERT CAMPBELL,
SECRETARY, LOCAL 1197

HENRY BUERGEL, PRESIDENT
LOCAL 1197

ROBERT YACKEL, TREASURER

RALPH BANKS, 1ST VICE PRES.