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A G R E E M E N T

B E T W E E N

T O W N S H I P O F E D I S O N

-and-

I N T E R N A T I O N A L A S S O C I A T I O N O F F I R E F I G H T E R S

L O C A L N O . 1 1 9 7

January 1, 1992 through December 31, 1995

Prepared By:

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TOWNSHIP OF EDISON  
COUNTY OF MIDDLESEX

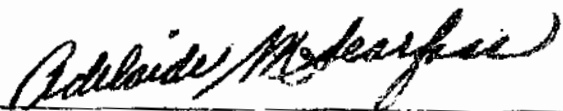
R E S O L U T I O N

WHEREAS, pursuant to statutory authority, contracts negotiated by the Mayor under N.J.S.A. 40:69A-40 shall be submitted to the Township Council for approval, and

WHEREAS, after lengthy negotiations, an agreement covering the terms and conditions of employment on mandatory negotiable items has been reached between the Township and the Edison Firefighters Association, Local 1197, International Association of Fire Fighters (IAFF),

NOW THEREFORE BE IT RESOLVED, by the Township Council that the submitted labor management contract between the Township and Edison Firefighters Association, Local 1197, IAFF, is hereby approved pursuant to authority granted under N.J.S.A. 40:69A-36 and the Mayor and Township Clerk shall be authorized to execute said agreement.

THIS IS TO CERTIFY that this is a true and compared copy of a Resolution adopted by the Municipal Council of the Township of Edison on February 10, 1993.



Adelaide M. Searfoss, RMC  
Township Clerk

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## PREAMBLE

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

## ARTICLE 1

### RECOGNITION

**Section 1.** The township recognizes the union as the Exclusive Bargaining Agent for all the 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 FIREFIGHTERS and INSPECTORS but excluding management executives as defined by the act and Superior officers.

**Section 2.** Unless otherwise indicated, the terms "FIREFIGHTER", "FIREFIGHTERS", "Inspector", and "Inspectors", "Employee", "Employees", when used in this agreement refer to all persons represented by the union in the above defined negotiation unit.

## ARTICLE 2

### AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS ON BOTH PARTIES REGARDLESS OF CHANGES IN MANAGEMENT, CONSOLIDA- TION, 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.

## ARTICLE 3

### DURATION

**Section 1.** This agreement shall be in effect as of January 1, 1992 and shall remain in full force and effect until December 31, 1995. 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-five (75) days prior to the anniversary date of this agreement, that it wishes to renegotiate the agreement or 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 full force and 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 3, 1992 the parties will file a joint request in writing, for the appointment of a mediator with the Public Employee Relations Commission as spelled out by the appropriate law. The aforementioned date for filing may be extended by mutual agreement of both parties.

#### ARTICLE 4

##### DUTIES OF FIREFIGHTERS

**Section 1.** Employees may be assigned to perform any duty related to Firefighting, Rescue, Salvage, Fire Prevention, Training, Care and limited maintenance of firefighting 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 or mechanical work normally performed by non-unit employees.

**Section 2.** The township shall not require employees to perform any police duties, except as provided by law.

**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, except as provided by law.

#### ARTICLE 5

##### HOLIDAYS

**Section 1.** Each employee covered by this agreement shall be paid fifteen (15) holidays per year on the last per day in October. For those whose employment is terminated before the completion of the year, payment shall be made on a pro-rated basis.

**Section 2.** Each employee covered by this agreement shall be paid for the following holidays: New Year's Eve ( $\frac{1}{2}$  day), New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, the Friday subsequent to Thanksgiving, Christmas Eve ( $\frac{1}{2}$  day), Christmas Day, Martin Luther Kings Birthday.

Section 3. When the Mayor of Edison declares a holiday or when the municipal offices are closed due to emergencies, or for any reason except for weather conditions, the employees covered by this agreement shall receive monetary compensation as provided by this article.

Section 4. The Holiday pay factor shall be computed on the basis of 243 work days divided into the base salary, (X) times fifteen (15) days, equals (=) holiday pay.

Section 5. Whenever an employee covered by this agreement works a holiday as listed in section 1 of this agreement he shall receive two hours pay at 1 1/2 times his hourly rate of pay. For the purpose of computing salary, all holidays will begin at 0800 hours of that day.

## ARTICLE 6

### FUNERAL LEAVE

Section 1. Two consecutive working days funeral leave shall be granted to Fire Fighters and four consecutive working days funeral leave shall be granted to employees in the Bureaus of Fire Prevention and Training without loss of pay starting from the date such death occurs, for the following: wife, husband, son, daughter, parent, brother, sister, grandparent and grandchildren, also, step relatives of similar degree and brothers, sisters, parents and grandparents of an employee's spouse.

Section 2. In addition, each employee covered by this agreement, shall be granted without loss of pay, one working day to attend the funeral of the following: Aunt, Uncle, Niece, Nephew, 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 Chief of the department for additional funeral leave. The granting of such leave shall not be unreasonably withheld.

Section 5. If a death, for which leave is granted, occurs while an employee is on vacation, the vacation will continue on the next available day precluding overtime and the vacation may be extended into the next year.

## ARTICLE 7

### MUTUAL AID

Section 1. The township shall see that employees, while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by state law, and shall receive all the benefits to which the employee is entitled to as if working within the township of Edison.

## ARTICLE 8

### 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 union shall have the right to call additional meetings of the safety and health committee, which shall be held at a mutually agreed time. All recommendations shall be in writing and copies submitted to the township and the union. The two (2) employees representing the union shall be granted time off to attend these meetings.

## ARTICLE 9

### LEGAL DEFENSE

Whenever an employee covered by this agreement, is a defendant in any legal proceedings arising out of the performance of the employees duties, the township shall provide such employee with the necessary means for the defense of such action or proceeding and shall pay to satisfy any judgment entered against said employee. The employer and the union agree to be bound by the provisions of N.J.S.A. 40A:14-28 which is hereby incorporated by reference.

## ARTICLE 10

### 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 shall be remitted by the employer to the treasurer of the union.



## ARTICLE 11

### BULLETIN BOARD

The Employer will maintain suitable bulletin boards in each fire station which may be used by the union for information concerning union activities.

## ARTICLE 12

### ACTING OFFICERS

**Section 1.** Any employee covered by this agreement is eligible to serve as acting officer when the employee has completed three (3) years of service in the Edison Fire Department. Whenever an employee is required to serve as an acting officer, such employee shall receive the rate of pay for that rank for each day or any portion of that day he is in an acting position.

## ARTICLE 13

### WORKING OUT OF CLASSIFICATION

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 14

### LEAVE WITHOUT PAY

**Section 1.** Any 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 employee shall make such a request to 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. In the event of any emergency, 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 only be approved by the Director of Public Safety and the Municipal Council, which approval may not be unreasonably denied.

## ARTICLE 15

### EXCHANGE OF SHIFTS

**Section 1.** Any employee may upon request to the officer in charge of the department or his duty officer be granted special leave with

pay for any days on which the employee 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 to be replaced.

#### ARTICLE 16

##### 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 to be posted immediately in all fire stations. The seniority list shall be placed into the official station journal, and a copy forwarded to the union.

**Section 2.** Unless an objection to the seniority list as posted is made to the Chief of the department within fifteen (15) working days from the date such list is posted, the list will be final.

#### ARTICLE 17

##### PROBATIONARY PERIOD

All employees shall serve a probationary period of one (1) year 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 seniority at the completion of the probationary period.

#### ARTICLE 18

##### BAN ON STRIKES

**Section 1.** It is recognized that the needs for continued and uninterrupted operation of the township of Edison, Fire Department 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 of grievances arising out of this agreement, parties hereto agree that there will not be and that the union, its officers, members, agents, or principals will not engage in or sanction strikes.

**Section 3.** The union and its officers shall only be held liable for unauthorized acts of the employees covered by this agreement as determined by competent authority in an appropriate proceeding.

## ARTICLE 19

### 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 the official representatives.

## ARTICLE 20

### 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 aforesaid, the parties agree to negotiate a new provision to replace said invalid provision and that such new provision is to be in compliance with the law.

## ARTICLE 21

### FULLY BARGAINED PROVISIONS

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

## ARTICLE 22

### UNION BUSINESS LEAVE

**Section 1.** The five (5) members of the union negotiating committee 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 the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled for his tour of duty. In the event that a meeting lasts longer than 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 and his designees) 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.** Six (6) officers of the union (President, Vice Presidents, Recording Secretary, Treasurer, Chief Steward) shall be granted time off from duty and 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 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 appointed designee, and two (2) delegates, shall be granted time off from duty to attend state meetings, annual union conventions, and seminars and shall suffer no loss of regular pay, in addition, in the event that a member or members is scheduled for a night tour of duty he shall be granted that night or nights off from duty. (Maximum four (4) consecutive working days) in any instance where additional days are required, leave will be with the approval of the Director of Public Safety.

**Section 6.** The Employer agrees to recognize and support the Fire Department funeral detail consisting of two (2) members of the association representing the Fire Department. (The detail to be selected by the union) in an official capacity to attend funerals in and out of the state for Fire Fighters who have given their lives in the line of duty. The two (2) 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 for use in the funeral detail. (Within a geographical circumference of three hundred (300) miles). Only one (1) member shall be allowed off duty from their regular shift.

**Section 7.** The officers (President, Vice Presidents, Recording Secretary, Treasurer, and Chief Steward) shall not be moved from their present job assignments, only in accordance with the provisions of applicable New Jersey Law.

## ARTICLE 23

### VACATIONS

**Section 1.** The vacation period for all employees 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 during 1992 for all tour duty employees:

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)

For Fire Fighters hired before December 31, 1992, the following schedule shall be observed after January 1, 1993:

1- 5 Years	2 Weeks Vacation	( 6 working days)
6-10 Years	3 Weeks Vacation	( 9 working days)
11-15 Years	4 Weeks Vacation	(12 working days)
16-20 Years	5 Weeks Vacation	(15 working days)
21-Retirement	6 Weeks Vacation	(18 working days)

Section 2. For Fire Fighters hired after December 31, 1992, the following schedule shall be observed after January 1, 1993:

1- 5 Years	( 5 working days)
6-10 Years	( 7 working days)
11-15 Years	(10 working days)
16-20 Years	(13 working days)

As firefighting employees 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 under Section 1 so that the number of employees eligible to receive vacation benefits under Section 1 will remain frozen at the number of employees employed by the township on December 23, 1992.

Section 3. Members of the Uniformed force assigned to non-tour duty, shall be granted eight (8) days for each week of entitled vacation.

Section 4. In the event that a Fire Fighter dies without having taken his vacation in any calendar year, his or her estate shall receive his pay for two (2) pay periods. In the event any vacation had 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 5. In the event the last work week falls into two (2) calendar years, that week shall be considered one (1) week.

## ARTICLE 24

### 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.** Copies of all general orders, rules, 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 or as soon as possible.

**Section 3.** The union may use the fire department mail or message routing system and may use Fire Stations and Fire Department mail boxes. Such use shall be reasonable.

## ARTICLE 25

### IDENTIFICATION CARDS

Employees covered by this agreement shall be provided with a valid uniformed fire department identification card. The cost involved in making these cards will be borne by the employer.

## ARTICLE 26

### PERSONAL DAYS

**Section 1.** All employees covered by this agreement who are assigned to a rotating shift, shall be granted five (5) personal days per year. Effective January 1, 1993, all Fire Fighters hired before December 31, 1992 shall be granted three (3) personal days per year.

**Section 2.** All Fire Fighters hired after January 1, 1993 shall be granted personal days as follows:

1-10 Years (1 personal day)  
11 to retirement (2 personal days)

**Section 3.** All employees, hired before December 31, 1992, assigned to non-tour duty in the Bureaus of Fire Prevention and Training shall be granted ten (10) personal days per year.

**Section 4.** All employees, hired after December 31, 1992, in the Bureaus of Fire Prevention and Training shall be granted eight (8) personal days.

**Section 5.** As employees 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 purposes of personal days under Sections 1 and 3, applicable to employees hired before December 31, 1992, so that the number of employees eligible to receive personal days under Sections 1 and 3 will remain frozen at the number of employees employed by the township on December 23, 1992.

**Section 6.** 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 procedure will take effect, by reporting personally or call by telephone the Chief of the department or the Deputy Chief of the department.

## ARTICLE 27

### ANNUAL SALARY

**Section 1.** All employees covered by this agreement shall receive three (3) percent increase for 1992, four (4) percent for the year 1993, four and one-half (4½) percent for the year 1994 and, five (5) percent for the year 1995. All monies retroactive to January 1st of the respective year.

### WAGE SCALES

	1992	1993	1994	1995
FireFighter 1	28,702.37	29,850.47	31,193.74	32,753.43
FireFighter 2	35,238.25	36,647.78	38,296.92	40,211.77
FireFighter 3	38,267.95	39,798.67	41,589.61	43,669.09
FireFighter 4	41,676.26	43,343.31	45,293.76	47,558.45
FireFighter 5	45,462.04	47,280.52	49,408.14	51,878.55
Inspector	51,144.78	53,190.57	55,584.15	58,363.35

The salaries for all employees hired in 1992, through December 31, 1992, shall remain frozen at the 1991 rate of \$27,866.38 for the years 1992 and 1993 and in 1994 their salaries will increase to the second step of the 1991 schedule, at the rate of \$34,211.89, and shall remain frozen through December 31, 1994. The salaries for employees hired after January 1, 1993 shall remain frozen at the 1991 rate of \$27,866.38 for the years 1993 and 1994.

**Section 2.** Inspectors R.C.S. shall in addition to the above annual salary shall receive an additional \$1000.00 to be included as part of annual salary for the purpose of computing pension benefits. The 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 above annual salary receive \$2000.00 to be included as part of annual salary for the purpose of computing pension benefits.

**ARTICLE 28**

**LONGEVITY**

**Section 1.** In addition to salary, a longevity payment shall be paid, such longevity payment shall be paid hereinafter fixed and determined. Such longevity pay to be considered as additional 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, Two and one-half percent (2½%) after the first five (5) years. One-half (½) percent additional every year thereafter until such time as the employee retires from the Edison Fire Department.

**ARTICLE 29**

**SHIFT DIFFERENTIAL**

**Section 1.** A shift differential of seven percent (7%) above base salary including longevity shall be paid to all employees who work a rotating shift. Said differential will be paid quarterly and will only be paid for time actually worked.

**ARTICLE 30**

**HAZARDOUS DUTY PAY**

**Section 1.** 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 Three Hundred dollars (300.00) per year payable in one lump sum on or before April 1st, or as soon as possible after the final adoption of the municipal budget. The monies shall be titled "Hazardous Duty pay."

**ARTICLE 31**

**CLOTHING MAINTENANCE ALLOWANCE**

**Section 1.** All employees covered by this agreement shall be entitled to an annual clothing maintenance allowance as follows:

Inspectors	800.00
FireFighters	725.00

Fire Fighters who are assigned to steady days will receive the same clothing maintenance allowance as Inspectors.

**Section 2.** The employer shall supply each employee covered by this agreement with a Nomex turnout coat, Rubber fire boots, Firefighter



type helmet with full face shield, Gloves, Flashlight and batteries, and Nomex pants with boots, as may be needed from time to time. All goods must comply with the New Jersey Public Employee Occupational, Safety and Health Act.

**Section 3.** In addition to his allowance, the township will pay for the replacement or repair to any part of the uniform either dress uniform or work clothing damaged in the line of duty, including prescription eye glasses, and watches or time pieces, payment for watches not to exceed Fifty dollars (50.00) and other payments not to exceed the replacement cost. It must be clearly demonstrated by the employee that said watch, time-piece or eyeglasses were damaged in the line of duty.

**Section 4.** The employer agrees to provide each employee covered by this agreement that 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 practice now in effect.

## ARTICLE 32

### PERSONNEL FILES

**Section 1.** There shall be one (1) Edison Fire Department employee file. The Chief of the Edison Fire Department shall assign a member of the Fire Department to act as the custodian of these files. The Chief of the Edison Fire Department 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.

**Section 2.** Any employee shall have the right to examine 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 Edison 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.

**Section 5.** The expungement period for letters of reprimand shall be two (2) years, at which time said letters will be returned to the employee. This section shall not apply to serious offenses.

ARTICLE 33

PROMOTIONS

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

1. The title of the position that is open.
  2. The date that the promotion appointment is to be anticipated.
  3. The educational, experiential and other substantive criteria that the employer intends to utilize in determining qualifications for such promotion.
  4. The general weight the employer will attribute to each substantive criteria to be utilized.
  5. The name of any courses, study guides, bibliographies, etc. that are required for such promotional consideration.
- C. 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 require 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.
  - D. Any list of employees eligible for any such promotion shall be posted and a copy thereof provided to the union. Such list of eligibility shall contain its length of duration.
  - E. The township has the right to determine all temporary and permanent assignments based upon such criteria as it deems appropriate, including but not limited to education, experience, training, background skills.
  - F. When such factors are equal, promotions shall be made giving weight to seniority as the determining factor.

## ARTICLE 34

### 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 35

### MILAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business or as a necessity in changing of Fire Stations shall be compensated at the rate of \$0.25 per mile.

## ARTICLE 36

### DEPARTMENTAL TRAINING

In-service training shall be made available to all employees on departmental time as scheduled by the Chief of the Fire Department. Employees who participate in training programs on their off duty time shall be compensated for time spent in the program by either monetary payment or time off from duty.

## ARTICLE 37

### 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 prescribed by the Chief of the Fire Department. There shall not be more than two (2) Departmental Inspections per year, employees excused from this inspection are those on sick leave or employees on vacation. 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 American made equipment whenever legally possible.
- (c) The employer will develop and promulgate a procedure for verification of loss or damage to employee goods, clothing or equipment while in the line of duty and the prompt replacement thereof.

## ARTICLE 38

### 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) nights of fourteen (14) hours each, days of ten (10) hours each and so on.

**Section 2.** Effective January 1, 1993, for all employees who perform fire fighting duties, the work week shall consist of 42 hours, averaged out over 4 weeks, as follows: twenty-four (24) hours on duty immediately followed by seventy-two (72) hours off duty.

**Section 3.** In the event that the township experiences economic hardship as result of the operation of twenty-four (24) hour shifts as provided in Section 2, the township may reopen Section 2 for further negotiations by notice to the Union prior to October 1, 1993.

**Section 4.** The work week for the Bureau of Fire Prevention and the Training Bureau 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.

## ARTICLE 39

### AGENCY SHOP

All employees covered by this agreement must as a condition of employment pay the regular union dues or the statutory authorized fee to the union. The employer shall continue to collect the union dues as set by the union Treasurer and forwarded said dues to the union. The employer shall be held harmless as to liability regarding any challenge to the agency shop provision brought by an employee.

## ARTICLE 40

### MILITARY CLAUSE

Any regular employee who enters upon active service or duty with the military or naval service in the 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/she will be re-employed at the rate of pay prevailing for work he/she is assigned at the time of re-employment, provided, however, the employee has

not been dishonorably discharged, there is work available, he/she is physically, mentally and emotionally able to perform such work and he/she makes written application to re-instatement within ninety (90) days of honorable discharge.

#### ARTICLE 41

##### 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, national origin or political affiliation.

#### ARTICLE 42

##### RULES AND REGULATIONS

The employer shall name three (3) representatives, and the union shall name three (3) representatives to sit as a committee to assist in the formulation of the Fire Department Rules and Regulations during the term of this agreement. The employer will endeavor to promulgate such rules and regulations. The recommendation of this committee shall be forwarded to the Township Business Administrator.

#### ARTICLE 43

##### OVERTIME

**Section 1.** Whenever an employee works in excess of his assigned work week or forty (40) hours in any week or schedule, he shall be paid for such overtime work at one and one-half (1½) 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 for regular tour hours.

**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. Employees covered by this agreement that are recalled to duty for any emergency shall receive a minimum of four (4) hours pay at the rate of one and one-half (1½) times their regular rate of pay. The Union 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 the goal of equalizing fire fighting 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 Union shall provide an up-to-date roster so that employees will know when their turn is approaching. The roster shall show date of call and the response for each person called as to whether it was refused, on duty, no answer, sickness or vacation. Employees shall be excused from the overtime roster when they are on vacation or job related sick leave.

**Section 3.** All special off duty details, i.e., fire watch, dances, etc. shall be considered overtime.

**Section 4.** Employees who are ordered to remain home within the township limits on off-duty hours shall be compensated for such at the rate of eight (8) hours at one and one-half (1½) times their regular rate of pay.

#### ARTICLE 44

##### WELFARE AND PENSION BENEFITS

The township shall provide a group health and accident insurance plan. The township shall give the union notification of any changes in the health and accident policy(s), and the union shall be advised of such changes at a group meeting, if requested.

**Section 1.** The employer agrees to provide and cover all employees covered by this agreement, including their dependents, with a doctor/hospitalization plan that is equal to or better in all respects, than the current coverage now in effect, and that if an employee wishes he or she may become a member of an Health Maintenance Organization (H.M.O.) (RUTGERS COMMUNITY HEALTH PLAN) or equivalent, in accordance with the present practice now in effect.

**Section 2.** The employer agrees to provide and cover all employees and their dependents with a dental plan, and to pay for the 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. Effective January 1, 1993, the employer agrees to provide and cover all employees and their dependants with a prescription plan with an employee co-payment of \$2.00 per prescription and without a deductible clause.

**Section 4.** The employer agrees to provide and cover all employees and their dependents, with an optical plan. The township agrees to upgrade the present optical plan as soon as possible.

**Section 5.** Life Insurance Policy - The employer agrees to provide at no cost to the employee, a life insurance policy in the amount of Ten Thousand (\$10,000) Dollars. The policy shall cover Life, Accidental death, and Dismemberment. The amount will be reduced by 50% at age 65, and again by 50% at age 70. Accidental death and disability terminates upon retirement. This policy shall be issued without medical evidence and insurability. A copy of this policy shall be presented to the union.

**Section 6.** All health benefits as set forth in this article shall continue in full force and effect for retired employees and their dependents to the extent that the law permits. All health benefits shall continue in force until a deceased employees spouse remarries and or all dependent children reach the age of Twenty-Three (23) years.

**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 hereinafter.

#### ARTICLE 45

#### EDUCATIONAL BENEFITS

**Section 1.** Any employee who attends school shall be reimbursed for the cost of the 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 Fire Department with the 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 requirement 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 per year. Commencing when said employee earns forty (40) credits and shall be paid annually for each additional credit earned at fifteen (\$15) dollars per credit per year to a maximum of one hundred (100) credits, the employee would continue to receive payment for those and any other additional credits earned, up to 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, States, etc.) should be exhausted prior to application to the employer for reimbursement. Materials concerning such opportunities will be posted by the employer on appropriate bulletin boards.

**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. The scheduling of schools will be superseded by the scheduling of vacation days.

**Section 7.** The employer agrees to pay an additional one hundred (\$100) dollars to any employee who attains a bachelors degree in Fire Science.

**Section 8.** The employer agrees to reimburse Fire Fighter/Emergency Medical Technicians (EMT's) for recertification to maintain their EMT certification, providing they use it in the performance of their duties such as fire rescue.

#### **ARTICLE 46**

##### **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. Effective January 1, 1993, employees in the Bureau of Fire Prevention and Training will be granted fifteen (15) sick days per year and Fire Fighters shall be granted seven (7) sick days per year. 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 ( $\frac{1}{2}$ ) of the total amount of sick days accrued, up to 243 days 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 excluding overtime.
- (b) Employees will be paid the remaining accumulated sick days as terminal leave.
- (c) Payments made in accordance with the above shall be made by lump sum on the day of termination of employment or the nearest pay day thereafter.



Section 2. If the township changes to a fiscal year basis and the township agrees to a buyout of accumulated sick time, the township will buy out employees' accumulated sick time at 100% by placement into an annuity fund to be jointly administered by the township and the Union. Thereafter, Section 1(a) will be superseded and employees will be paid for one-half (1/2) of the total accumulated sick days up to a cap of \$20,000 plus interest and terminal leave will be eliminated.

Section 3. The estate 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 4. 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 on the nearest pay day thereafter.

Section 5. 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 6. 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 7. Hospital confinement and major illness shall be treated in the following manner:

- (a) 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.
- (b) After verification of the recommended recuperative time is made by the attending physician, if such is requested, and such recuperation is completed the employee shall return to duty.
- (c) The employee shall receive full pay during the periods as set forth herein.

Section 8. 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 (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 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 9.** 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 ( $\frac{1}{2}$ ) their shift will not lose any sick time.

**Section 10.** 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 11.** At start of each calendar year every employee shall receive in writing the total accumulated sick days credited, this shall be sent to each employee during the month of January.

#### ARTICLE 47

##### GRIEVANCE PROCEDURES

**A.** "Grievance" Defined: A grievance shall be a claim either by the Employer, an Employee, or by the Union that either the Employer, an individual employee, group of employees or the union 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 an employee or by the union that either an individual employee, group of employees or the union has been harmed by either the interpretation or application of Employer Fire Department Rules and Regulations as have heretofore been adopted or as may be in the future be duly adopted.

**B.** The following procedures shall be followed with reference to Grievances:

- (1) All attempts shall be made to resolve any grievance on an informal basis by means of discussion and negotiations between the individuals involved, the union and the employer by and through the Fire Chief and his/her designee. If informal attempts to resolve the dispute fail, then formal grievance procedures may be instituted in accordance with this article.
- (2) Complaints may be initiated by an individual employee, group of employees or by the union, in writing; which shall be lodged not more than fifteen (15) days from the happening of an event giving rise to a dispute with the Fire Chief or his/her designee. Notice of said complaint shall be given to all interested or affected persons, including superior officers in the chain of command.
- (3) Upon the filing of a complaint pursuant to paragraph two (2) above said complaint(s), the chairperson of the employees grievance committee and the Fire Chief or his/her designee shall within five (5) days of said filing meet to attempt to settle the matter. If satisfactory settlement is reached, same shall be reduced to writing and signed by the parties.
- (4) If a settlement is not reached pursuant to paragraph three (3) above, then the Fire Chief or his/her designee and the chairperson of the employees 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 three (3) 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 date.
- (5) Upon compliance with the requirements of paragraph four (4) above, the Director of Public Safety shall conduct a hearing; present at which shall be the interested persons, the Fire Chief, and the chairperson of the employees grievance committee and or the Union President. 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.

- (6) 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 a 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 Fire Chief, the chairperson of the employees grievance committee or the Union President and the aggrieved party(ies). 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. If the Union disagrees or objects to the decision of the Business Administrator, it shall within ten (10) days of receipt of said written decision file an appeal, in writing, with the Business Administrator.
- (7) If the Union disagrees or objects to the decision of the Business Administrator, it shall within ten (10) days of receipt of said written decision, demand in writing, arbitration of the grievance in accordance with Section ten (10) as hereinafter set forth. Except that a grievance of a Rule or Regulation as may heretofore be adopted or in the future may be adopted, which Rule or Regulation is NOT in conflict with this agreement and DOES NOT affect the interpretation and application of this agreement shall NOT be subject to arbitration.

- (8) The Director of Public Safety shall have the final decision with reference to grievances dealing with the interpretation or application of the Employer Fire Department Rules and Regulations subject to the right of an employee or the Union to appeal said Business Administrator's decision by means of legal proceedings in the courts of this state and the United States.
- (9) It is understood that the Employer may file a grievance concerning the interpretation and application of this agreement, which, if said grievance cannot amicably be resolved through negotiations with the Union and the Employer's representatives, shall be submitted to arbitration pursuant to paragraph nine (9) of this article.
- (10) In the event of any unresolved grievances on the interpretation of this agreement, either party may submit to the Public Employees Relations Commission (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 both parties.

The arbitrator shall have NO right to vary or modify the terms and conditions of this 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 both parties. At all times through the grievance procedure, the aggrieved employee shall have the right to representation by the union officials or a union attorney.

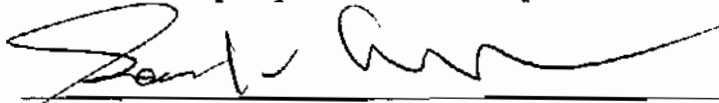
#### ARTICLE 48

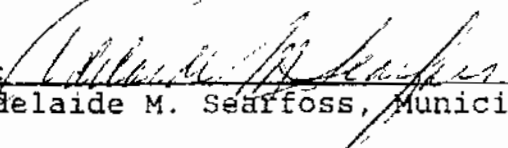
##### RE-OPENER CLAUSE

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

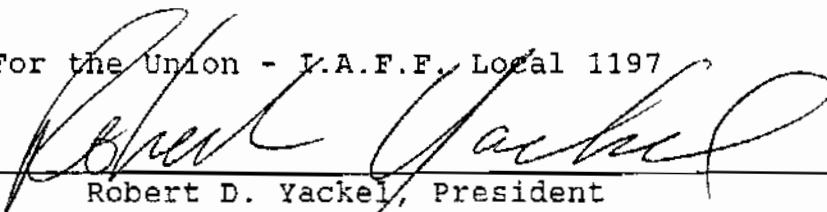
In witness thereof, the parties hereto set their hands and seals this 19th day of February 1993.

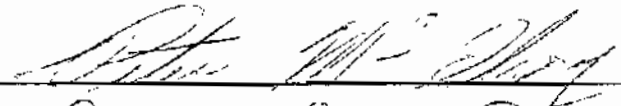
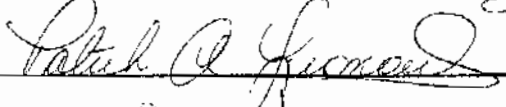
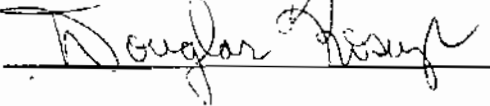
For the Employer - Township of Edison

  
\_\_\_\_\_  
Samuel V. Convery, Jr., Mayor

ATTEST:   
\_\_\_\_\_  
Adelaide M. Searfoss, Municipal Clerk

For the Union - I.A.F.F. Local 1197

  
\_\_\_\_\_  
Robert D. Yackel, President

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