

AGREEMENT
BETWEEN
TOWNSHIP OF EDISON

And

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1197

January 1, 2010 through December 31, 2013

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PREAMBLE

THIS AGREEMENT between the Township of Edison, Edison, New Jersey, herein after referred to as the "TOWNSHIP" 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, FIREFIGHTER/EMTs and FIREFIGHTER/INSPECTORS but excluding management executives as defined by the act and Superior officers.

Section 2. Unless otherwise indicated, the terms "FIREFIGHTER", "FIREFIGHTERS", Firefighter/EMT, Firefighter/EMTs, "Firefighter/Inspector", "Inspectors", "Employee", "Employees", "Inspector" "Inspectors", "Employee", "Employees", when used in this agreement refer to all persons represented by the Union in the above defined negotiation unit.

The use of any male pronoun is intended to be equally applicable to male and female employees covered by this agreement.

ARTICLE 2

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

Section 1. 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, 2010 and shall remain in full force and effect until December 31, 2013. 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 one hundred and thirty five (135) 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 ninety (90) 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, 2010 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 duties 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 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 employees 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. The following shall be holidays under this agreement: New Year's Eve (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 (1/2 day), Christmas Day, Martin Luther Kings Birthday.

Section 2. When the Mayor of Edison declares a holiday or when the municipal officers are closed due to emergencies, or for any reason except for weather conditions, the employees covered by this agreement who are on duty shall receive twelve (12) hours of pay at the employee's hourly rate of pay.

Section 3. Whenever an employee covered by this agreement works a holiday as listed in section 1 of this Article, 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 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 unusual close relationship with the employee.

Section 3. An Employee shall also be granted a reasonable amount of time with full pay for the purpose of travel time if the funeral is out of state. Such time off is the approval of the Chief of the Department.

Section 4. In any instance where an employee, due to special circumstances, require additional funeral leave, the employee may make application to the Chief of the Department for the 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 scheduled day.

ARTICLE 7

MUTUAL AID

Section 1. The Township shall see that the 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 with 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 and health

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 proceeding arising out of the performance of the employee's 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 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 responsibility and carries out the duties of a position or rank above that which he normally holds, shall be paid at the 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 weeks (2) in advance of

the date for which such leave is desired. Such employee shall receive welfare benefits for twelve (12) weeks pursuant to the Federal Family Medical Leave Act (FMLA). 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 Business Administrator, 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 (15) fifteen 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.

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 meeting 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, 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 granted 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 of the Union (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. For Fire Fighters hired before December 31, 2009, the following schedule shall be observed:

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, 2009, the following schedule shall be observed after January 1, 2010:

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

~~For Fire Fighters hired before December 31, 1997, the following schedule shall be observed:—~~

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)~~

~~For fire fighters hired after December 31, 1997, the vacation schedule for tour duty employees shall be capped at 32 working days and the vacation schedule for shift employees shall be capped at 16 working days, notwithstanding the provisions of Section 2.~~

~~**Section 2.** For fire fighters hired after December 31, 1997, the following schedule shall be observed after January 1, 1998:~~

~~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, 1997 retire or leave the employ of the Township or are promoted outside of the negotiations unit represented by Local 1197, the most senior employee hired after January 1, 1998 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 active employees employed by the Township in the negotiations unit represented by Local 1197 on December 23, 1992.~~

Section 3. Members of the uniformed force assigned to the Bureau of Fire Inspection and Training 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.

Section 6. For employees hired on or after April 7, 2008, unused vacation time shall be prorated in the final year for purposes of payout at retirement.

ARTICLE 24

UNION PRIVILEGES

Section 1. The Union will 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 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.

Section 4. Upon its implementation of a new digital radio system, the Township will furnish the Union with two radios.

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 fire fighters hired before December 31, 2009 shall be granted three (3) personal days per year.

Section 2. All fire fighters hired after December 1, 2010 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, 2009, 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 1, 2009, in the Bureaus of Fire Prevention and Training shall be granted eight (8) personal days.

Section 5. 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, the employee shall report personally or call by telephone the Chief of the department or the Deputy Chief of the department. For employees hired on or after April 7, 2008,

unused personal time shall be prorated in the final year of work for purposes of payout at retirement.

~~Section 1. All fire fighters hired before December 31, 1997 shall be granted three (3) personal days per year.~~

~~Section 2. All fire fighters hired after January 1, 1998 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, 1997, 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 January 1, 1998, in the Bureaus of Fire Prevention and Training shall be granted eight (8) personal days.~~

~~Section 5. As employees hired before December 31, 1997, retire or leave the employ of the Township or are promoted outside the negotiations unit represented by Local 1197, the most senior employee hired after January 1, 1998 will be treated for purposes of personal days under Sections 1 and 3, applicable to employees hired before December 31, 1997, so that the number of employees eligible to receive personal days under Sections 1 and 3 will remain frozen at the number of active employees employed by the Township in the negotiations unit represented by Local 1197 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, the employee shall report personally or call by telephone the Chief of the department or the Deputy Chief of the department. For employees hired on or after April 7, 2008, unused personal time shall be prorated in the final year of work for purposes of payout at retirement.~~

ARTICLE 27

ANNUAL SALARY

Section 1. All employees covered by this agreement shall receive a 1.5% increase effective January 1, 2010, a 2.0% increase effective on January 1, 2011, and a 2.0% increase effective on January 1, 2012, a 2.5% increase effective on January 1, 2013. All monies shall be retroactive to January 1st of the respective year.

Section 1(a). For new hires hired before December 31, 2009, upon satisfactory completion of the initial six-month training period, new hires will advance to Firefighter 1 which shall be set midway between the starting rate and Firefighter 2. Employees hired prior to July 1, of any year shall advance to Firefighter 2 effective the following January 1. Employees hired after July 1 of any year shall advance to Firefighter 2 effective January 1 of the year following their one-year anniversary date. Thereafter, firefighters hired prior to

December 31, 2009 shall advance through five (5) equal annual service increments as follows:

	2010	2011	2012	2013
Hiring Rate	34,824	35,520	36,321	37,229
Firefighter 1	44,430	45,319	46,225	47,381
Firefighter 2	54,037	55,118	56,220	57,626
Firefighter 3	63,293	64,559	65,850	67,496
Firefighter 4	72,547	73,998	75,478	77,365
Firefighter 5	81,801	83,438	85,106	87,234
Firefighter 6	91,056	92,877	94,735	97,103
Firefighter 7	100,306	102,312	104,359	106,968
FF/Inspector	112,750	115,005	117,305	120,238

Section 1 (b). Effective January 1, 2010, the starting rate for new hires hired after January 1, 2010 shall be \$34,309 Employees hired prior to July 1, of any year shall advance to Firefighter 1 effective the following January 1. Employees hired after July 1 of any year shall advance to Firefighter 1 effective January 1 of the year following their one-year anniversary date. Thereafter, firefighters hired after January 1, 2010 shall advance through eight (8) equidistant steps to maximum firefighter salary at Firefighter 9 as follows:

	2010	2011	2012	2013
Hiring Rate	34,309	34,995	35,695	36,587
Firefighter 1	41,642	42,475	43,324	44,407
Firefighter 2	48,975	49,955	50,954	52,228
Firefighter 3	56,308	57,434	58,583	60,048
Firefighter 4	63,641	64,914	66,212	67,867
Firefighter 5	70,974	72,393	73,841	75,687
Firefighter 6	78,307	79,873	81,471	83,508
Firefighter 7	85,640	87,353	89,100	91,328
Firefighter 8	92,973	94,832	96,729	99,147
Firefighter 9	100,306	102,312	104,358	106,967
Inspector	112,750	115,005	117,305	120,238

~~Section 1.~~ All employees covered by this agreement shall receive a 3.95% increase effective January 1, 2005, a 3.95% increase effective on January 1, 2006, a 3.85% increase effective on January 1, 2007, a 3.8% increase effective on January 1, 2008, and a 3.75% increase on January 1, 2009. All monies shall be retroactive to January 1st of the respective year.

~~Section 1(a).~~ The starting rate for new hires hired before April 7, 2008, shall be \$32,809. Effective January 1, 2007, the new hire rate shall be \$33,309. Effective January 1, 2008 the new hire rate shall be \$33,809. Effective January 1, 2009, the new hire rate shall be \$34,309. Upon satisfactory completion of the initial six-month

~~training period, new hires will advance to Firefighter 1 which shall be set midway between the starting rate and Firefighter 2. Employees hired prior to July 1, of any year shall advance to Firefighter 2 effective the following January 1. Employees hired after July 1 of any year shall advance to Firefighter 2 effective January 1 of the year following their one year anniversary date. Thereafter, firefighters hired prior to April 7, 2008 shall advance through five (5) equal annual service increments as follows:~~

	2005	2006	2007	2008	2009
Hiring Rate	32,809	32,809	33,309	33,809	34,309
Firefighter 1	39,302	40,206	41,372	42,562	43,774
Firefighter 2	45,794	47,603	49,436	51,315	53,239
Firefighter 3	53,638	55,757	57,904	60,104	62,358
Firefighter 4	61,480	63,909	66,369	68,891	71,475
Firefighter 5	69,323	72,061	74,836	77,680	80,593
Firefighter 6	77,166	80,214	83,303	86,468	89,711
Firefighter 7	85,005	88,363	91,765	95,252	98,824
FF/Inspector	95,551	99,325	103,149	107,069	111,084

~~**Section 1 (b).** The starting rate for new hires hired after April 7, 2008 shall be \$33,809. Effective January 1, 2009, the new hire rate shall be \$34,309. Upon satisfactory completion of the initial six month training period, new hires will advance to Firefighter 1 which shall be set midway between the starting rate and Firefighter 2. Employees hired prior to July 1, of any year shall advance to Firefighter 2 effective the following January 1. Employees hired after July 1 of any year shall advance to Firefighter 2 effective January 1 of the year following their one year anniversary date. Thereafter, firefighters hired after April 7, 2008 shall advance through seven (7) equidistant steps to maximum firefighter salary at Firefighter 9 as follows:~~

~~2008~~ ~~2009~~

Hiring Rate	33,809	34,309
Firefighter 1	42,562	43,774
Firefighter 2	51,314	53,238
Firefighter 3	57,591	59,751
Firefighter 4	63,868	66,263
Firefighter 5	70,145	72,775
Firefighter 6	76,421	79,287
Firefighter 7	82,698	85,799
Firefighter 8	88,975	92,312
Firefighter 9	95,252	98,824
Inspector	107,069	111,084

Section 2. Firefighter/Inspectors shall in addition to the above annual salary shall receive an additional \$1,000.00 to be included as part annual salary for the purpose of computing pension benefits.

Section 3. Fire Fighters who have completed 22 years of service shall be entitled to a senior fire fighter differential benefit equal to 6.25% of their base commencing on their anniversary date, which shall not be deemed part of their base pay for purposes of calculating the rank differential between fire fighter, and the rank, officer or classification.

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 is to be considered as additional compensation and shall be considered part of the employee's 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 (2 ½) 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.

Effective April 1, 1998, employees receiving longevity payments in excess of 10% will have their rate frozen at the rate in effect as of April 1, 1998. For all other employees, the longevity scale shall be capped at 10% effective April 1, 1998.

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

CLOTHING MAINTENANCE

Section 1. 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 2. 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 of Township issued equipment. It must be clearly demonstrated by the employee that said watch, time-piece eyeglasses were damaged in the line of duty.

Section 3. 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 31

PERSONNEL FILES

Section 1. There shall be two (2) Edison Fire Department employee files: One (1) file shall contain personnel data concerning the employee, such as achievement records, employment data and disciplinary data. A separate file shall be maintained for the employee's medical and disability data pursuant to the Americans With Disabilities Act. 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 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 file 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 employee. This section shall not apply to serious offenses.

ARTICLE 32

PROMOTIONS

A. All promotions to superior positions shall be made from the membership of the Department as it is construed 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, 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.
6. The duration for the promotional list, up to a maximum of three (3) years.

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 hereof provided to the union. Such list of eligibility shall contain its length of duration. The Township Ordinance on Promotions is hereby incorporated in this Agreement by reference.

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 33

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 34

MILEAGE 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 \$0.325 per mile.

ARTICLE 35

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 36

WORK UNIFORMS AND EQUIPMENT

Section 1.

- (a) 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) As provided by the rules and regulations of New Jersey P.E.O.S.H.A., the Township is responsible for the purchase and replacement of one station uniforms per year.
- (d) 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 37

WORK WEEK

Section 1. Except as provided in Section 2 below, for 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 of duty immediately followed by seventy – two (72) hours off duty.

Section 2. The workweek 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 38

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.

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

ARTICLE 39

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 completion of such services, the employee will be re-employed at the rate of pay prevailing for work the employee is assigned at the time of re-employment, provided, however, the employee has not been dishonorably discharged, there is work available, the employee is physically, mentally and emotionally able to perform such work, and when he/she makes written application to reinstatement within ninety (90) days of honorable discharge.

ARTICLE 40

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, color, national origin or political affiliation.

ARTICLE 41

RULES AND REGULATIONS

Section 1. The parties agree that all discipline shall be for just cause.

Section 2. 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 42

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 (1 ½) 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 representatives, it shall be worked by an employee of the same

rank. For the purpose of overtime work, an employee, when service in an acting capacity in a higher rank, shall be considered as hold 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 (1 ½) time 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 must 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 (8) hours at one and one (1 ½) times their regular rate of pay.

Section 5. Ryan White Officer. In the event an employee designated by the Township as the Ryan White Officer is required by the Township to act in his

capacity as the Ryan White Officer while off duty, he shall be entitled to overtime as provided in Section 2.

Section 6. The parties recognize that employees are barred from performing volunteer fire or ambulance services within the Township or outside the Township under mutual aid or agreements and for performing administrative duties for volunteer fire or ambulance services within the Township. In this regard, "Work" within the meaning of Federal Law includes emergency medical and administrative duties for any volunteer organization which provides fire or EMS services within the boundaries of the Township.

ARTICLE 43

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 1(a). Effective January 1, 2010, covered employees shall contribute 1.5% of their annual salary toward the cost of premiums for medical coverage, which shall include the contribution required by Senate Bill 3. The Union agrees to the withdrawal of any grievances relating to the 1.5% health care contribution dispute. The matters before PERC as appealed shall also cease and all actions withdrawn

Section 1(b). Effective January 1, 2010, new hires shall be provided with a doctor/hospitalization plan limited to the PPO or POS plans at their option.

The Major Medical and Hospitalization Plan shall provide the following terms:

Plan	Deductible	Coinsur-ance	Co-pay
Traditional	300/600	80-20	N/A
PPO	200/400(out of network only)	80-20 (out of network only)	\$15.00 (in network only)
POS	1000/2000 (out of network only)	60-40 (out of network only)	\$5.00 (in network only)

~~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 1(a). Effective on or after April 7, 2008, new hires shall be provided with a doctor/hospitalization plan limited to the PPO or POS plans at their option.~~

~~The Major Medical and Hospitalization Plan, effective as soon as is practicable after April 7, 2008, shall be modified to provide for the following terms:~~

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

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 dependent, with a prescription plan at no premium costs to the employee, without a deductible clause and with an employee co-payment, commencing as soon as practicable after January 1, 2010, the employee co-payment shall be modified to require an employee co-payment of \$0.00 per generic prescription, \$10.00 per name brand prescription without a generic substitute, and \$20.00 per name brand prescription with a generic substitute. For 90 day mail order, the co-pay shall be 1.5 times the employee co-payment for a 30-day prescription.

~~**Section 3.** The Employer agrees to provide and cover all employees and their dependent, with a prescription plan at no premium costs to the employee with an employee co-payment of \$3.00 per prescription and without a deductible clause. Effective as soon as practicable after April 7, 2008, the employee co-payment shall be modified to require an employee co-payment of \$5.00 per generic prescription and \$10.00 per name brand prescription. Effective January 1, 2009, the employee co-payments shall be increased to \$7.50 and \$15.00 respectively. For 90 day mail order, the co-pay shall be 1.5 times the employee co-payment for a 30 day prescription.~~

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 of 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.

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Section 7. Commencing as soon as practicable after January 1, 2010, presently active firefighters who retire during the term of this agreement shall have a prescription co-pay of \$0.00 per generic prescription, \$10.00 per name brand prescription without a generic substitute, and \$20.00 per name brand prescription with a generic substitute. For 90-day mail order, the co-pay shall be 1.5 times the co-pay for a 30-day prescription. For major medical/hospitalization, benefits shall be set at the same level set forth for active employees who are in the Traditional, PPO and POS Plans with employee coinsurance payments and co-pays.

~~Section 7. Commencing January 1, 2009, presently active firefighters who retire during the term of this agreement shall have a prescription co-pay of \$7.50 for generic and \$15.00 for name brand drugs. For 90-day mail order, the co-pay shall be 1.5 times the co-pay for a 30-day prescription. For major medical/hospitalization, benefits shall be set at the same level set forth for active employees who are in the PPO and POS Plans with employee contributions. For those who choose to remain in the Traditional Plan, monthly contributions commencing January 1, 2009 shall be at the following levels:~~

	<u>2009</u>
Single	\$30.00
H&W	\$33.00
P & C	\$36.00
Family	\$40.00

Section 8. 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.

Section 9. Each employee may voluntarily elect to reduce the insurance coverage directly provided by the Township for the employee and/or his/her family in order to avoid dual coverage by the Township and the employee's spouse's coverage (other than the Township). The employee has the option to reduce or eliminate his/her number of members covered (i.e. family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Township, the employee shall receive fifty (50%) percent of the difference between the original coverage premium under COBRA for the period of time the employee receives the reduced coverage, which shall not be less than twelve (12) consecutive months. The employee shall, prior to receipt of such payment, provide certification of spousal insurance coverage. The employee may return to previous coverage status by providing the Township Administrator with written notice at least 90 days prior to the open enrollment period.

ARTICLE 44

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 1(a). Effective on or after April 7, 2008, such tuition reimbursement shall be limited to the amount charged by Rutgers University. Any employee presently attending a school and matriculating towards a degree at an institution charging an amount above that charged by Rutgers University shall be "grandfathered," under the existing terms of this section.

Section 2. Tuition and 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 endeavored 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 bachelor's 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 45

SICK TIME

Section 1. Employees in the Bureau of Fire Prevention and Training will be granted 120 (one hundred twenty) hours of sick leave per year and Fire Fighters shall be granted 168 (one hundred sixty eight) hours of sick leave per year. Sick time shall

be cumulative and each employee shall be paid for such accumulated time in the following manner.

- a) If termination occurs while in good standing, employees will be paid for one half of the total amount of sick leave accrued, up to 2,184 hours, at the rate equal to the highest salary attained at the time of termination of employment by that employee, including overtime. Payments shall be made by lump sum on the day of termination of employment or the next pay day thereafter. Employees will be paid the remaining accumulated sick leave as terminal leave.
- b) Following a request of the employee, the Township may, in its discretion, subject to available appropriations, pay the total amount due for accumulated sick leave in one lump sum payment.
- c) No employee shall receive payment for sick leave at the time of retirement or termination in excess of 2,184 hours or the amount of sick leave accumulated by the employee as of December 31, 2002, which ever is greater. For employees hired on or after April 7, 2008, if termination occurs while in good standing, employees will be paid for one half of the total amount of sick leave accrued, up to 1,092 hours, at the rate equal to the highest salary attained at the time of termination of employment by that employee, including overtime. For employees hired on or after April 7, 2008, the remaining accumulated sick leave to be used as terminal leave shall be at 50% of the value of those days.
- d) Any employee having not used one or more sick days for that year will have the option to be paid their current wage rate for maximum of 168 hours of unused sick leave per year. The employee shall notify the Township of their intent to exercise this option within 30 days after the end of the calendar year and payment shall be made within 30 days.

Section 2. The Mayor or his designee, at any time, may request a physician designated by the Employer to determine whether the employee is entitled to use paid sick time. All costs for such examination shall be borne by the Employer. Proof of illness shall be defined to be a certification signed by a licensed physician setting forth the nature of the illness and a determination as to whether the illness precluded the employee's performance of his duties during the employee's absence.

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 fully pay during the periods as set forth herein.
- (d) The employer shall have the option to implement a disability insurance program which shall supersede Sections (a) through (c). The disability insurance program will provide that after seven (7) sick days, an employee shall receive full pay from the insurance company for a period of up to one year under the terms of the policy. The disability payments will be done in a manner so as not to affect the employee's pension contributions.
- (e) Employees who are absent from duty for three (3) consecutive workdays, shall upon request by the Township provide a certification from a licensed physician upon their return to duty certifying that according to his professional option, the employee's illness or injury prevented the employee from performing his duties and that the employee is now sufficiently recovered and fit to return to full duty.

Section 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.
- (d) During the period the employee receives full pay, the employee shall endorse over to the Employer any Workers' Compensation benefit check(s) received within 48 hours after the employee's receipt of such check(s). The Chief of Fire, or his designee, shall be entitled to require an employee claiming any Workers' Compensation benefits or compensation under this subsection to provide physicians verification.

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 (½) 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 the start of each calendar year every employee shall receive in writing the total accumulated sick leave hours credited, this shall be sent to each employee during the month of January.

ARTICLE 46

GRIEVANCE PROCEDURE

(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 Fire Chief or his/her designee and the Township's Director of Law. Notice of said complaint shall be given to all interested or affected persons, including superior officers in the claim of command.
- (3) Upon the filing of a complaint(s) pursuant to paragraph two (2) above, 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 finding, 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 Employee's Grievance Committee or Union President

and the aggrieved party(s). If the Director is unable to obtain an amicable settlement, he shall receive 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 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.
- (7) If the Union disagrees or objects to the decision of the Business Administrator, it shall within ten (10) days of receipt of said 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 rights of an employee or the Union to appeal said Business Administrator's decision by means of legal proceeding 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 the 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 official or a union attorney.

ARTICLE 47

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 it's option may reopen this contract for further negotiations.

ARTICLE 48

DRUG TESTING

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

ARTICLE 49

FIREFIGHTER/EMTS

Section 1. EMT Refresher Core Training and EMT-D Training shall be done in-house and approved by the Township Fire Department in February 1997 and 1998 and every other year, thereafter. Training will be provided off-shift and employees will not receive overtime compensation for attending EMT Refresher Core Training and EMT-D Training.

Section 2. The Township shall maintain normal crewing on Fire Rescue equipment of one driver and two Firefighters/EMTs and will not maintain a minimum crew of less than two Firefighters/EMTs, if the equipment is to be used for emergency medical service. Two member crews shall not be broken up or separated and a crew member shall not be assigned to ride along in a volunteer ambulance without a partner. In the event of medical necessity or the need to accompany a member of the opposite sex to a medical facility, a crew at minimum manning will have the discretion to leave their Fire Rescue vehicle parked on the side of the road and to call for a Township police officer or firefighter to provide coverage for the Fire Rescue vehicle.

Section 3. Two EMT-Ds shall normally be assigned to any Fire Rescue unit equipped with a defibrillator. In the event a minimum of two EMT-Ds, or other personnel licensed by the State of New Jersey, are not assigned to a Fire Rescue unit, the defibrillator may be used at the discretion of the EMT-D.

Section 4. The Township Health Department shall be responsible for the inoculation and testing of all Firefighters/EMTs against Hepatitis-B, Tuberculosis

and other communicable diseases. The Township Health Department shall maintain all health records for Firefighters/EMTs.

Section 5. As part of the general liability insurance coverage provided by the Township, the Township shall provide Firefighter/EMTs with professional malpractice insurance.

Section 6. The Emergency Medical Technician's differential shall be at least six percent (6%) of base salary for E.M.T.-D and seven percent (7%) of base salary for Senior E.M.T.. The Emergency Medical Technician's differential shall be payable to thirty-six EMTs who bid to be part of the rotation at the beginning of the year by seniority, first among the EMTs who participated in the rotation during the prior year, and then among EMTs who did not participate in the prior year's rotation.

- (a) Firefighter/EMTs will be eligible for Senior EMT differential after five years employment as a firefighter and five years as an EMT provided they are part of the rotation at the beginning of the year.
- (b) The Township will equitably rotate the opportunity to work as a Senior EMT among all eligible firefighter/EMTs.
- (c) One eligible firefighter/EMT shall be designated as Senior EMT on each rescue vehicle. In the event that there are no eligible firefighter/EMTs assigned to a fire rescue vehicle, the Township will designate a firefighter/EMT to perform the duties of a senior EMT but without additional compensation.

ARTICLE 50

EMERGENCY RECALL

For purposes of emergency recall, the Township shall implement an Interactive Community Notification System for all employees who reside within three

(3) miles of the borders of the Township. In the event of an emergency, the Township will activate the system. Employees will respond by telephone and will be assigned in order of their calls to fill the need. Normal overtime will continue to be filled, pursuant to Article 43, Section 2.

In witness thereof, the parties hereto set their hands and seals this _____

day of June, 2011.

**For the Employer
Township of Edison**

By: Antonia Ricigliano
Mayor

Attest: Rema Murphy
Rema Murphy, Municipal Clerk

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

By: Robert D. Yackel
Robert D. Yackel, President

By: Doug Kosup
Doug, Kosup, 1st Vice President

By: James Walsh
James Walsh, 2nd Vice President

By: Anthony Pepe
Anthony Pepe, Secretary

By: Andy Drebych
Andy Drebych, Treasurer

By: Jack Douglas
Jack Douglas, Chief Steward