

A G R E E M E N T

between

Edison Township of
THE TOWNSHIP OF EDISON

and

EDISON PAID FIRE OFFICERS ASSOCIATION

#2883

(E . P . F . O . A .)

January 1, 1981

to

X

December 31, 1982

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This Agreement made this _____ day of _____,
19___, by and between the Township of Edison, hereinafter
referred to as the "Employer" and the Edison Paid Fire
Officers Association, hereinafter referred to as the
"Employee".

It is agreed as follows:

ARTICLE I - RECOGNITION

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

Section B. Excluded from the bargaining unit are the
following positions: Chief, Deputy Chief, Inspectors, and
Fireman.

Section C. The Employer reserves the right to seek
clarification of the Bargaining Unit for subsequent con-
tract years.

CONDUCTING ASSOCIATION BUSINESS

Section 1. The Employer shall grant time off without loss of pay to the Trustees of this Association, to conduct Association business on the State or Local level and to attend monthly meetings which require their attendance.

If regular schedules tours of duty are on a day of a meeting, then he shall be excused for that day's tour of duty.

Section 2. Officers of this Association shall not be transferred from their present job assignments except for just cause, without the consent of the Employee involved and of the Association.

Section 3. Officers of this Association shall be excused from duty without loss of pay to attend all local Association meetings, providing that such attendance does not require the recall of off-duty Officers to bring the Fire Department up to its proper effectiveness.

Section 4. The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours without loss of pay.

BULLETIN BOARD

Section 1. The Employer shall permit the Association reasonable use of all Bulletin Boards located in the respective Fire Station facilities for posting notices concerning Association business and activities dealing with the welfare of the Employees, and the Employer shall designate one (1) board exclusively for the use of the Association.

Section 2. As agreed, the office now being occupied by the Fire Captains, Room A-260, shall be for the exclusive use of the said Officers as a meeting room, and Association records room. No other department or organization shall have access to this room without express permission of the Edison Paid Fire Officers Association.

GRIEVANCE PROCEDURES

Section 1. "Grievance" defined:

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

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

Section 2. The following procedures shall be followed with reference to grievances:

a. All attempts shall be made to resolve any grievance on an informal basis by means of discussions and negotiations between the individuals involved, the Association and the Employer by and through the Chief of Fire or his designee. If informal attempts to resolve the dispute fail then formal grievance procedures may be instituted in accordance with this article.

GRIEVANCE PROCEDURES
(continued)

b. Complaints may be initiated by an individual Employee, group of Employees or by the Association, in writing, which complaint shall be lodged not more than fifteen (15) days from the happening of an event giving rise to a dispute, with the Chief of Fire or his designee. Notice of said complaint shall be given to all interested or affected persons including superior officers in the chain of command.

c. Upon the filing of a complaint pursuant to Paragraph b. above, said complaint(s), the Chairman of the Employees' Grievance Committee and the Chief of Fire or his designee shall, within five (5) days of said filing, meet and attempt to settle the matter. If a satisfactory settlement is reached, same shall be reduced to writing and signed by the parties.

d. If a settlement is not reached pursuant to paragraph c. above, then the Chief of Fire or his designee and the Chairman of the Employees' Grievance Committee shall each file a written report of their findings of fact, conclusions and recommendations with the Director of Public Safety within ten (10) days of the meeting as set forth in Paragraph c. above. The Director of Public Safety shall then schedule a hearing date not later than ten (10) days from the date of receipt of said findings, conclusions and recommendations and shall notify the interested parties in

GRIEVANCE PROCEDURES
(continued)

writing of said hearing date.

e. Upon compliance with the requirements of Paragraph d. above, the Director of Public Safety shall conduct a hearing present at which shall be interested persons, the Chief of Fire and the Chairman of the Employees' Grievance Committee. The Director of Public Safety shall make all reasonable attempts to arrive at a settlement satisfactory to all parties. If said dispute is settled upon agreement of the parties said agreement shall be reduced to writing and signed by the Director of Public Safety, the Chief of Fire, the Chairman of the Employees' Grievance Committee and the aggrieved party(s). If the Director is unable to obtain an amicable settlement he shall within ten (10) days render a written decision resolving the dispute which written decision shall be served upon the respective parties.

f. If the aggrieved party disagrees or objects to the decision of the Director he shall within ten (10) days of receipt of said written decision, demand, in writing, arbitration of the grievance in accordance with Article 25 - Arbitration, as hereinafter set forth, except that a grievance of a Rule or Regulation as may have heretofore been adopted or may in the future be adopted which Rule or Regulation is not in conflict with this Agreement and does not

GRIEVANCE PROCEDURES
(continued)

affect the interpretation and application of the agreement shall NOT BE SUBJECT TO ARBITRATION.

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

h. It is understood that the Employer may file a grievance concerning the interpretation and application of this Agreement which, if said grievance cannot be amicably resolved through negotiations with the Association and Employer's representatives, shall be submitted to Arbitration pursuant to Article XXXVI Arbitration.

HOURS OF WORK AND WORK SCHEDULE

Section 1. The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period, except as mutually agreed to by the parties.

Section 2. The tours of duty shall continue as they are currently in force: working ten (10) hour day shifts and fourteen (14) hour night shifts, averaging forty-two (42) hours per week over an eight (8) week cycle.

Section 3. The employer shall provide for a minimum of two (2) captains on each shift at all times. To maintain this minimum manning provision, an off-duty captain shall be called to duty when needed at time and a half, on a seniority basis when applicable.

Section 4. The employer agrees to replace a Captain, within sixty (60) days, in the event of the death, retirement, expulsion, or resignation of any Captain.

OVERTIME

Section 1. Scheduled tours of duty shall not be changed unless twenty-four (24) hour advance notice is given. Whenever an Employee's scheduled work hours are changed, the Employee is to receive time and one-half for the newly scheduled hours, if a change is made without said twenty-four (24) hour notice.

Section 2. Overtime duty shall be given on the basis of seniority, within the rank, on a rotating basis whenever practical.

Section 3. The Township agrees to pay all Employees time and one-half for all time worked in excess of their normal working tour and for all off-duty court appearances required as a result of the Employee's occupation as a Fire Officer and for reasonable travel time, to and from court, except in civil action.

Section 4. Whenever an Employee is required to be placed on stand-by alert, during any twenty-four (24) period, he shall be paid two (2) hours of overtime pay at time and one-half, in addition to any other time he is called in.

OVERTIME
(continued)

Section 5. Any Employee called in for any period of time during his off-duty hours on his regular schedule for duty, shall receive a minimum of two (2) hours of overtime pay at time and one-half. If called in on an off-duty day, he shall receive no less than ten (10) hours of overtime pay for a day tour and fourteen (14) hours pay for night tour at the rate of time and one-half.

Section 6. In the event that there is an emergency or a special detail is necessary where 2 or more Firefighters are called in for overtime, a Captain shall also be called in for said emergency or detail in order to provide proper supervision to the men.

HOLIDAYS

Section 1. All members of the Department shall receive fifteen (15) paid holidays annually which shall be compensated by payment, in a lump sum amount to each member of the Department prior to November 15th of the contract year.

The fifteen paid holidays are as follows:

- a. New Year's Eve ($\frac{1}{2}$ day)
- b. New Year's Day
- c. Lincoln's Birthday
- d. Washington's Birthday
- e. Good Friday
- f. Memorial Day
- g. Independence Day
- h. Labor Day
- i. Columbus Day
- j. Election Day
- k. Veterans' Day
- l. Thanksgiving Day
- m. Friday subsequent to Thanksgiving Day
- n. Christmas Eve ($\frac{1}{2}$ day)
- c. Christmas Day
- p. Martin Luther King's Birthday

HOLIDAYS
(continued)

Section 2. When the Mayor of Edison declares a holiday or when the Municipal offices are closed due to emergencies, weather or any other reason, the Employees of this Association shall receive monetary compensation as provided in this Article.

Section 3. The holiday pay factor shall be computed on the basis of two hundred forty three (243) work days per year and fifteen (15) holidays.

Section 4. The Employee Association and its members agree to relinquish all litigation rights on computations of holiday Pay prior to the year 1977.

Section 5. An Employee who actually works on Christmas Day, New Years Day, 4th of July, Thanksgiving Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, and Labor Day will receive, in addition to his regular compensation and Holiday Pay, two (2) hours pay at the rate of time and one-half. The eight (8) holidays shall run from 8:00AM to 8:00AM and an employee must work the entire shift to receive this payment.

UNIFORM ALLOWANCE

The Township agrees to pay each Employee Six Hundred Dollars (\$600.00) in cash for uniform allowance to be paid annually, on or prior to April 15th of a given year. In addition to this allowance, the Township will pay for replacement or repairs to any part of a uniform damaged in the line of duty, including prescription glasses, and watches or time-pieces, the payment for watches not to exceed Fifty Dollars (\$50.00) and other payments not to exceed replacement cost.

It must be clearly demonstrated by the Employee that said watch or time-piece was damaged in the line of duty.

INSURANCE AND LEGAL REPRESENTATION

A. Civil Actions

Section 1. The Employer agrees to continue to maintain in full force and effect all insurance coverage now provided by the Employer for the benefit of, and covering Employees of the Employer and specifically Employees who are members of the bargaining unit covered by this Agreement.

Section 2. The Employer agrees to furnish all necessary legal advice and representation in the defense of civil charges and allegations brought in any legal action against a member of the bargaining unit covered by this Agreement, and shall undertake to defend or arrange for the defense of members of the bargaining unit. In the event of a judgment against a member of the bargaining unit arising out of or incidental to the performance of his duty, the Employer agrees to pay for said judgment or arrange for the payment of said judgment.

Section 3. The Employer reserves the right to determine in what manner legal advice, counsel, representation and defense shall be afforded members of the bargaining unit, including, but not limited to, the providing of necessary liability insurance, and any other form of in-

INSURANCE
(continued)

insurance protection which the Employer may deem necessary and adequate in its discretion.

B. Criminal, Quasi-Criminal and Disciplinary Action

Section 1. The Employer is not required to furnish the means of defense in a disciplinary proceeding instituted against a member of the bargaining unit by the municipality.

Section 2. The Employer is not required to furnish the means of defense in a criminal or quasi-criminal proceeding instituted as a result of a complaint on behalf of the Employer against a member of the bargaining unit.

Section 3. If any such disciplinary or criminal, or quasi-criminal proceeding alluded to hereinabove, instituted by or on complaint of the Employer shall be dismissed or finally determined in favor of the member of the bargaining unit, said member shall be reimbursed for the expense of his defense as hereinabove provided.

C. Reimbursement for Legal Expenses Subsequent to Favorable Determination as to a Member of the Bargaining Unit

Section 1. In the event that a member of the bargaining unit is charged in a disciplinary, criminal, or quasi-

INSURANCE
(continued)

criminal proceeding or complaint, and he retains private legal counsel in his defense, it is required that the member's counsel shall reach an agreement as soon as practicable with the Mayor as to appropriate and reasonable fees and charges with regard to said defense which the Employer will agree to reimburse in the event of a final and favorable determination as to a member of the bargaining unit.

Section 2. In any disciplinary proceeding, criminal action or quasi-criminal action in which there is more than one count or allegation complained of against a member of the bargaining unit, the finding of guilt as to any one count of the allegation shall relieve the Employer from any obligation to reimburse the member of the bargaining unit for legal fees. The Director of Public Safety will review all disciplinary charges brought against an Employee to determine the propriety and efficacy of said charges.

Section 3. The obligation of the Employer to pay reimbursement fees hereunder is limited solely to reasonable attorney fees and other reasonable costs of litigation and for no other expense or financial obligation incurred by the member of the bargaining unit.

INSURANCE
(continued)

D. Litigation Occurring Outside the Scope of Employment

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

E. Criminal Charges That Arise Within the Scope of Employment

The Employer will attempt to successfully negotiate with the attorney of the Employee's choice in cases where criminal charges arise from the scope of employment and said Employee is clearly entitled to counsel.

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

DEATH IN FAMILY

Section 1. An Employee shall be granted four (4) consecutive working days off with full pay upon the death of a wife, son, daughter, parent, brother, sister, grandparent, all step-relatives of similar degree, and brothers, sisters, parents and grandparents of Employee's spouse.

Section 2. An Employee shall be granted one (1) working day leave of absence with full pay in case of death of a relative not enumerated in Section 1, or a person who had an unusually close relationship with the Employee for the purpose of attending the funeral.

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

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce Employees into membership. Neither the Employer nor the Association shall discriminate against any Employee because of race, creed, color or national origin.

MUTUAL AID

Section 1. Employees, while rendering aid to another community at the direction of their superiors, shall be fully covered by workmen's compensation and liability insurance and pension as provided by State Law.

Section 2. The Employer shall not require Employees covered by this Agreement to work in other communities whose Fire Fighters are engaged in a job action.

COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Mayor of the Township and the President of the Association shall be the respective bargaining agents for the parties.

Section 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments during hours of negotiation.

Section 4. No representative of the Employer shall meet with any member of the bargaining unit other than an authorized representative of the Edison Paid Fire Officers' Association nor shall any member of the bargaining unit without specific authority by the E.P.F.O.A. meet with a representative of the Employer for the purpose of dis-

COLLECTIVE BARGAINING
(continued)

cussing wages, hours or conditions of employment or other matters which are properly subjects of collective bargaining between the parties without prior notification to the E.P.F.O.A. and the Township of such meeting and without the presence at such meeting of a representative of the E.P.F.O.A. designated by the President of the E.P.F.O.A. and a representative of the Employer.

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

SICK TIME

Also see Section 11.

Section 1. Each member shall be granted one and one-quarter ($1\frac{1}{4}$) sick days per month for a total of fifteen (15) days per year up to the time of termination of employment. Sick time shall be cumulative and each member shall be paid for such accumulated time in the following manner:

a. Members will be paid for one half of the total amount of sick days accrued from the year 1963 to date of termination of employment, if termination occurs while in good standing, at a rate equal to the highest salary attained at the time of termination of employment by that member terminating his employment excluding overtime.

b. Members will be paid the remaining fifty (50) percent of the accumulated sick days as terminal leave; payment to be made at a rate equal to the highest salary attained by that member terminating his employment, if termination occurs while in good standing and excluding overtime.

c. Payments made in accordance with (a) and (b) above shall be made by lump sum on the day of termination of employment or the nearest pay day thereafter.

SICK TIME
(continued)

Section 2. The heirs, assigns or designees of a member whose employment is terminated by death and while in good standing, shall receive the payments as set forth in Section 1, paragraphs (a) to (c) of this Article.

Section 3. Members who receive a disability retirement or a deferred retirement shall receive payments in accordance with Section 1, paragraphs (a) to (c) of this Article. If an Employee takes a deferred retirement, payments hereunder shall be made on the date that said Employee would have been eligible for retirement had he remained a member of the Edison Fire Department or payments shall be made on the nearest pay day thereafter.

Section 4. After all accrued sick time is taken, members will be granted an extension for illnesses which are not service connected for an additional forty-five (45) days. Time taken after such extension shall be deducted from their salary.

Section 5. Sick days taken in excess of fifteen (15) days per year and after the extension is granted pursuant to Section 4 above must be replenished before accrued time will begin again.

SICK TIME
(continued)

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

a. Any member who is confined to a hospital for non-related service injuries, or major illness, for any period up to one year, will not be charged under sick time. Any time over one year will be subject to review and time may or may not be deducted.

b. Members who enter the hospital and/or suffer a major illness shall request, as soon as possible, a letter from the attending physician, indicating the type of illness and recommended recuperative time. This letter shall be sent to the Chief of Fire.

c. After verification of the recommended recuperative time is made by the Township Appointed Physician, if such verification is requested, and such recuperation time is completed, the officer shall return to duty. An officer failing to return to duty after completion of such time shall have sick time deducted for each day he fails to return to duty.

d. Reasonable recuperative time shall not be deducted from accrued sick time.

e. The Employee shall receive full pay during the periods as set forth herein.

SICK TIME
(continued)

Section 7. Service connected disabilities shall be treated in the following manner:

a. Members who are injured while in the performance of duty or who sustain an illness directly related to the Fire occupation, will receive up to one (1) year sick leave, not chargeable under sick time regulations. After a period of one (1) year, the illness will be reviewed on a monthly basis and further sick leave will be approved or denied.

b. Any service connected disability must be verified by Fire reports and verified by the Township Appointed Physician.

c. The Employee shall receive full pay during the periods as set forth herein but will endorse and turn over to Employer any compensation checks received during said time of disability.

Section 8. Any member of the Department who reports in for duty and subsequently reports off duty due to illness will not be charged sick time for that tour of duty.

Section 9. Whenever certification of illness is required to be made by the Township Appointed Physician under the terms of this Article, said Physician's decision shall be final.

SICK TIME
(continued)

Section 10. The Employee Association and/or individual Employees affected by the 1963 cut-off date reserve the right to bring an action against the Employer concerning said cut-off date.

Section 11. Sick time to begin from hiring date at rate of eight (8) days prior to 1963.

DURATION OF AGREEMENT

Section 1. This agreement shall continue in full force and effect for two (2) years from the effective date.

Section 2. Negotiations for the year January 1, 1983 shall commence on November 15, 1982 with representatives of the E.P.F.O.A. and the Township representatives.

Section 3. This Agreement shall be effective commencing January 1, 1981 notwithstanding date of execution hereof and all salaries and benefits as set forth herein shall be retroactive to January 1, 1981.

Section 4. In the event such negotiations do not result in a new executed Agreement by December 31, 1982, the parties agree to continue the negotiations and all terms and conditions of the within agreement shall continue in full force and effect until the new Agreement is agreed upon and executed.

SAVINGS CLAUSE

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

DUES CHECK-OFF

Section 1. The Township shall deduct dues from the wages of all personnel covered by this Agreement who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from each bi-weekly pay check and deliver to the Association on the first of each month the previous month's dues collection.

DEPARTMENTAL TRAINING

Section 1. In-Service Training shall be made available to all Fire officers on departmental time as scheduled by the Chief of Fire or his designee and approved by the Director of Public Safety.

POST-TERMINATION EMPLOYMENT AND TERMINATION ENTITLEMENT

Section 1. Any Employee whose services are terminated, and who is in good standing, and who is called to testify or assist in any proceeding, including but not limited to criminal and civil cases, administrative hearings, disciplinary hearings and so forth, that he investigated or was involved in prior to the termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate at the same compensation as paid to the Employees in the rank he held immediately prior to his termination, exclusive of over-time.

TERMINATION ENTITLEMENT

Section 1. Upon termination, an Employee shall be paid for all earned but deferred benefits such as wages, accrued compensatory time, overtime pay, holiday pay, accrued vacation time.

PERSONAL DAYS

Section 1. Four (4) personal days shall be granted to each Employee and shall be categorized as emergency and non-emergency days off.

Section 2. Any Employee who requests a personal day off of a non-emergency nature must do so in the following manner:

a. Submit a Vacation Request Form through the Departmental Chain of Command at least one (1) day prior to the day off.

EDUCATIONAL BENEFITS

Section 1. Any Employee who attends school shall be reimbursed for the cost of his tuition and academic fees for all courses taken in the field of Fire Science or in the pursuit of a formal Fire Science program leading to a degree. Such courses and programs shall be subject to the recommendation of the Chief of Fire with prior approval by the Director of Public Safety. A copy of the paid tuition and fee bill shall be submitted to the Business Administrator for reimbursement. Tuition and academic fees will not be reimbursed in cases where a grade of less than "C" is attained.

Section 2. Tuition and fees will not be reimbursed where other educational programs pay such costs.

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

EDUCATIONAL BENEFITS
(continued)

Section 4. Any Employee who attains a Fire Science degree shall receive, in addition to his specified salary, educational incentive pay to be added to such base salary for each and every year thereafter served the Department. The amount of such educational incentive pay shall be \$100.00 per annum for any two (2) year degree (sometimes referred to as an Associate's Degree); and the sum of \$200.00 per annum for any four (4) year degree. Said educational incentive pay shall be paid initially in the first calendar year in which the Employee attains the degree.

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

EMPLOYER RIGHTS

Section 1. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and Department Rules and Regulations as follows:

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

Section 2. No lockout of Employees shall be instituted by the municipal Employer during the terms of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its Officers,

EMPLOYER RIGHTS
(continued)

Employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, slowdowns, mass resignations, mass absenteeism or any other similar actions which would involve suspension of, or interference with the normal work of the municipality.

Section 3. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any Employee participating in these prohibitive activities may be disciplined by the Employer.

WELFARE AND PENSION BENEFITS

Section 1. The Employer agrees to provide and cover all Employees in the Unit, including their dependents, with a Health Benefit Program, equivalent to, or better than, Blue Cross, Blue Shield, Rider J, or Rutgers Medical Plan and Major Medical Insurance which has been in effect since 1978. All costs associated with this plan are to be absorbed by the Employer.

Section 2. The Employer agrees to continue the present Edison Township Health Benefit Program, including the present dental and optical plans, now in effect. All costs associated with these plans are to be absorbed by the Employer.

Section 3. Payment of insurance and pension benefits shall be based on present policy.

Section 4. Health benefits shall be continued upon retirement for an individual employee and family in accordance with policy in effect on this date.

Section 5. The Township shall maintain at no cost to the Employees, a prescription plan similar to plan in effect with New Jersey Blue Cross Plan.

Section 6. The Employer agrees to cover all employees with a \$10,000 Life Insurance Policy.

VACATIONS

Section 1. The agreed annual vacation periods to

employees are as follows:

	<u>Steady Day Officers</u>	<u>Tour Officers</u>
a. One (1) year to the end of the fifth (5) year of completed service.	14 Working days	12 working day
b. Beginning of the sixth (6) year to the end of the tenth (10) year of completed service.	21 " "	18 " "
c. Beginning of the eleventh (11) year to the end of the fifteenth (15) year of completed service.	28 working days	24 working day
d. Beginning of the sixteenth (16) year to the end of the twentieth (20) year of completed service.	35 working days	30 working day
e. Beginning of the twenty-first (21) to the end of career.	42 working days	36 working day

Section 2. Any employee whose employment commences between January 1st and December 31st, shall be credited with a full year of service for purposes of vacation entitlement.

Section 3. Vacation leave, subject to the approval of the Chief of Fire or his designee, may be taken at times in units of full working days from one (1) full day to sixteen (16) full working days. Vacation time in excess of sixteen (16) consecutive full working days may not be taken except if there is no conflict with other members of that

COMPENSATORY TIME

Section 1. Compensatory time may be accepted through the mutual consent of the Employer and the Employee in lieu of payment for overtime.

Section 2. An Employee who agrees to accept compensatory time in lieu of overtime payment will be compensated at the rate of one and one-half ($1\frac{1}{2}$) hours for each hour worked.

Section 3. Compensatory time off must be taken by the Employee within sixty (60) days. If an Employee makes a request for time off and is refused prior to the expiration of the sixty day period, he shall request in writing monetary compensation for time accrued and be paid within thirty (30) days of said request.

VACATIONS
(continued)

person's shift agree that the person may take more than sixteen (16) consecutive full working days.

Section 4. Platoon Captain will be permitted to take his vacation or personal days off at any time during the year providing no other Platoon Captain on the same shift is on vacation at that time.

WAGES

Section 1. The 1981 Wage Provision will be $9\frac{1}{2}\%$ increase and the 1982 Wage Provision will be an additional $9\frac{1}{2}\%$ over the previous years wage structure.

Section 2. In addition to the above salaries, a longevity payment shall be paid as hereinafter fixed and determined; such longevity pay to be considered as additional compensation and shall be considered part of the Employee's salary for retirement benefits.

LONGEVITY SCALE

$2\frac{1}{2}\%$	after 5 Years
$3\frac{1}{8}\%$	" 6 Years
$3\frac{1}{2}\%$	" 7 Years
$4\frac{1}{8}\%$	" 8 Years
$4\frac{1}{2}\%$	" 9 Years
$5\frac{1}{8}\%$	" 10 Years
$5\frac{1}{2}\%$	" 11 Years
$6\frac{1}{8}\%$	" 12 Years
$6\frac{1}{2}\%$	" 13 Years
$7\frac{1}{8}\%$	" 14 Years
$7\frac{1}{2}\%$	" 15 Years
$8\frac{1}{8}\%$	" 16 Years
$8\frac{1}{2}\%$	" 17 Years
$9\frac{1}{8}\%$	" 18 Years
$9\frac{1}{2}\%$	" 19 Years
$10\frac{1}{8}\%$	" 20 Years
$10\frac{1}{2}\%$	" 21 Years
$11\frac{1}{8}\%$	" 22 Years
$11\frac{1}{2}\%$	" 23 Years
$12\frac{1}{8}\%$	" 24 Years
$12\frac{1}{2}\%$	" 25 Years
$13\frac{1}{8}\%$	" 26 Years
$13\frac{1}{2}\%$	" 27 Years
$14\frac{1}{8}\%$	" 28 Years
$14\frac{1}{2}\%$	" 29 Years
$15\frac{1}{8}\%$	" 30 Years

Section 3. A wage differential of $12\frac{1}{2}\%$ will be provided for Superior Officers of the Department.

WAGES
(continued)

Section 4. It being recognized that employment as a Fire Officer is a difficult, arduous and often times hazardous occupation, each and every Employee shall receive the sum of Two Hundred Dollars (\$200.00) per year payable in one lump sum on or before April 15th of that year which monies shall be designated as Hazardous Duty Pay.

Section 5. Notwithstanding any Provision contained in this Agreement, the Fire Captains shall maintain parity with Lieutenants in the Edison Police Department and Duty Commanders shall maintain parity with Captains in the Edison Police Dept. with regard to salary and all other fringe benefits.

Section 6. A shift differential of 6% above base rate in 1981 and 7% above base rate in 1982 shall be paid to all Officers who work rotating shifts, i.e. 1800 to 0800 hours.

Section 7. In the event that the Consumer Price Index indicates that the cost of living increased over 17% in 1981, we shall receive an adjustment equal to the percentage over 17% of our base salary in a lump sum by March 31 of the following year. The same shall apply for 1982 calendar year. The U.S. Department of Labor BLS Middle Atlantic region shall apply.

FEDERAL OR STATE LAW

Section 1. Nothing in this Agreement shall be interpreted to deprive any rights guaranteed to either the Employer or Employee by Federal State and Local Law, the rights enumerated in this Agreement.

OUTSIDE EMPLOYMENT

Section 1. An Employee may accept and be employed in any occupation during his off-duty hours, providing such occupation is not in any violation of Federal, State or Local Law, and providing that such occupation does not cause a conflict of interest with his job as a Fire Officer.

PERSONNEL FILES

Section 1. There shall be one Edison Fire Department Employee file. This file shall consist of all personal data concerning the employee; such as: Achievement Records, Employment Data, Medical or Disability Data and Founded Disciplinary Data. The Chief of Fire shall assign a member of the Department to act as custodian of these files. The employer shall notify the Employee within reasonable time of any material considered to be detrimental to the Employee which is to be included in the file. The Employee shall have the right to examine said material and include a rebuttal.

Section 2. The Employee shall have the right to review his file at a reasonable time. Any detrimental material, except for charges leading to conviction or discipline, can be removed through the grievance procedure.

Section 3. Any formal complaint charges shall remain in the personnel file until adjudication.

Section 4. No person shall be permitted to review said personnel file except the Chief and Deputy Chief of Fire, the custodian of the personnel files, the Director of Public Safety or his designee(s) and the Employee.

PERSONNEL FILES
(continued)

Section 5. Civilian assistants may add data to the personnel files under the direction and control of the custodian of the personnel files.

Section 6. A log indicating the date, time and person reviewing the files shall be kept in each file.

Section 7. During the course of an on-going investigation concerning a given Employee, that Employee shall not have access to his file.

Section 8. Any Employee shall have the right to review his file once per year without giving notice, but he must review during regular business hours. At any other time, he must give twenty-four (24) hour advance notice.

ADDITIONAL EMPLOYEE RIGHTS

Section 1. Circumstances surrounding the filing of a complaint or the preferring of charges against a Fire Officer shall be investigated by the Edison Fire Department.

Section 2. The Employee shall have the right at all times to refuse to take a polygraph or other lie detector tests and shall have the right to refuse to testify at his disciplinary hearing without fear of departmental discipline as a result of such refusal.

Section 3. The Employer shall render decisions within six (6) months after the close of a disciplinary hearing concerning an Employee. If a decision is not rendered within the aforesaid time period, the decision shall be deemed to have been made in favor of the Employee against whom the charge or charges have been brought. This Section shall be prospective in application only and shall not apply to charges brought prior to the execution of this contract, but shall only apply to charges brought after date of execution.

Section 4. When a complaint is either anticipated or filed against an Employee, he shall not be required nor shall he be instructed to make a report concerning same

ADDITIONAL EMPLOYEE RIGHTS
(continued)

prior to any interrogation. This shall not relieve the officer from his responsibilities to file routine reports required in the course of his duties.

CONTINUATION OF BENEFITS

Section 1. All benefits, terms, and conditions of employment presently enjoyed by employees hereunder that have not been included in this contract shall be continued in full force and effect.

ARTICLE NO. XXXVI

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator provided it is not specifically exempt from said arbitration process.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to present a list of arbitrators from which the parties shall choose three (3) names as agreed between the parties. Said arbitrator will hear the arbitration in the manner set forth in the Rules and Regulations of the New Jersey Public Employment Relations Commission.

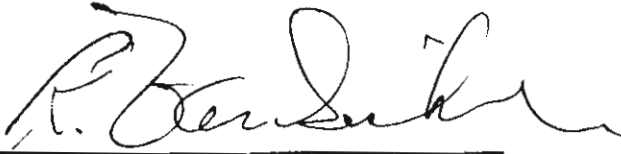
Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such findings and conclusion.

Section 4. The decision of the Arbitrator shall be final and binding on the Association and the Employer.

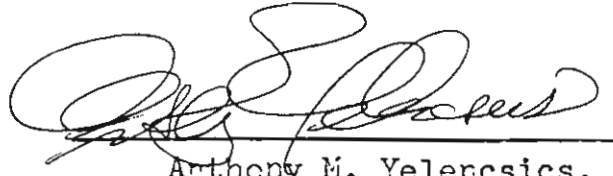
Section 5. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its Rules and Regulations which would in any way affect the method of selection of an arbitrator then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Association.

Edison Paid Fire Officers
Association

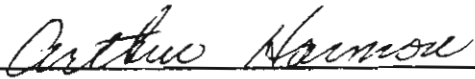
Township of Edison
Edison, N. J.



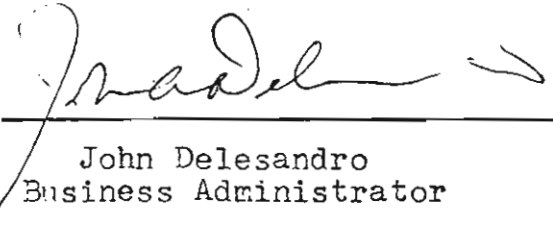
Richard Van Sickle, President



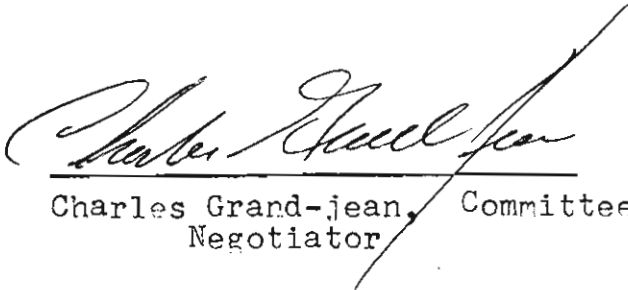
Anthony M. Yelencsics,
Mayor of Edison



Arthur Harmon, Committee
Negotiator



John Delesandro
Business Administrator



Charles Grand-jean, Committee
Negotiator



Richard D. Rogan, Secretary
E. P. F. O. A.

DATE: 3/4/81