

AGREEMENT

between

TOWNSHIP OF EDISON

and

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
AFL-CIO AND ITS LOCAL 3997

March 12, 2004 through December 31, 2007

**PREPARED BY:**

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THIS AGREEMENT between the Township of Edison, Edison, New Jersey, herein after referred to as the "TOWNSHIP" and the International Association of Firefighters, AFL-CIO and its Local 3997, 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, recognizing that the Union is the certified collective bargaining representative of the unit certified by the National Labor Relations Board in Case 22-RC-11868 on June 9, 2000, hereby recognizes the Union as the sole and exclusive bargaining agent for purposes of collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time and regular part-time Emergency Medical Technicians (EMTs) employed by the Township, excluding all office clerical employees, volunteer EMTs, firefighters, firefighter/EMTs, professional employees, managers, guards and supervisors.

Section 2. Unless otherwise indicated, the terms EMTs "Employee" and "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.

Section 3. 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 2. UNION SECURITY

Section 1. The Township of Edison agrees that it will institute a form of Union security by which an employee who selects to not become a member of the Union shall pay a service fee equivalent to eighty-five (85%) percent of the initiation fee and annual dues payable to the Union by members. The implementation of this Union Security Clause shall be in accordance with the rules and regulations promulgated in accordance with law.

### Section 2. Check-Off of Union Dues

a. The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initial fees. Such deductions shall be made from the 2<sup>nd</sup> salary paid to each employee during the month and such deduction made the 1<sup>st</sup> month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

b. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

c. The Employer agrees to forward the full names and addresses for all new employees who become eligible for membership and for whom initiation fee is deducted. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

### ARTICLE 3. GRIEVANCE PROCEDURE

Section 1. 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

Section 2. A grievance to be considered under this procedure must be initiated in writing within fifteen (15) calendar days from the time when the cause for grievance occurred, and the procedure following shall be resorted to as the sole means of obtaining adjustment of the grievance.

#### Section 3. Procedure

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

b. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Supervisor. The

Supervisor shall within five (5) working days thereafter give an oral or written decision on the grievance.

c. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the Department and a representative of the Union. A written decision shall be given to the Union within three (3) working days thereafter.

d. If the decision given by the Director of the Department to the Union does not satisfactorily resolve the grievance, the Union shall notify the Business Administrator, or his designee, within three (3) working days, of its desire to meet. The Business Administrator shall meet with a representative of the Union within five (5) working days after receipt of the notice by the Union. A written decision shall be given to the Union within three (3) working days thereafter.

e. In the event the grievance is not satisfactorily settled by the meeting between the Business Administrator or his designee and the representative of the Union, then within fifteen (15) calendar days either party may request the New Jersey State Board of Mediation to aid them in the selection of an Arbitrator, according to the rules and regulations of the Board, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

Section 4. The arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement. Attendance at arbitration hearings shall be limited

to parties that have a direct interest in the outcome of said hearing, such as witnesses and major representatives of each party.

Section 5. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

Section 6. It is clearly understood by the parties that the Employer may file a grievance concerning the application and interpretation of this Agreement. If said grievance cannot be resolved through negotiations with the Union and the Employer's representative, it shall be submitted to the New Jersey State Board of Mediation.

#### ARTICLE 4. SENIORITY

Section 1. The Township shall establish a seniority list of employees and it shall be brought up to date by the Township of Edison on January 1<sup>st</sup> of each year and to be posted immediately in all stations. For purposes of seniority and payroll, the Township's agrees to recognize prior paid employment with the Township and prior paid EMS service within the Township. 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 head of the department within fifteen (15) working days from the date such list is posted, the list will be final.

#### Section 3. Probationary Period

a. The first year of employment for all new employees shall be considered a probationary period.

b. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever.

#### Section 4. Layoff and Recall

a. The Employer agrees that it will not engage any new employees unless all of the regular, full-time employees are working the scheduled hours noted in this agreement.

b. In the event of a reduction in the work force, layoff shall be based on seniority. The employee with the least seniority shall be laid off first. Employees shall be recalled from layoff in order of their seniority, with the last employee laid off to be the first employee to be recalled. No new employee shall be hired until all laid-off employees have been given the opportunity to return to work.

c. Notice of any impending layoff shall be placed upon the station bulletin boards seventy-two (72) hours prior to the layoff.

### ARTICLE 5. HOURS OF WORK AND OVERTIME

#### Section 1.

For all employees hired prior to January 1, 2004, the normal work week shall be from Monday to Friday, and shall comprise three (3) days of thirteen (13) hours each from 6:00 a.m. until 7:00 p.m. The township will set the schedule and work week for all employees hired after December 31, 2003, and may upon 30 days notice establish a new work week or hours of operation.

Section 2. Any work performed beyond thirteen (13) hours in any day of the normal work week or beyond forty (40) hours in a work week

shall be considered overtime compensated for at one and one-half (1-½) times the regular hourly rate of pay.

Section 3. The Department shall establish and maintain an overtime roster of employees on a seniority basis. Whenever overtime is required, it shall be rotated among the employees on the roster with the goal of equalizing overtime. If an employee refuses an assignment to work overtime, he shall be considered as having worked such assignment for the purpose of maintaining a proper order of rotation for any future assignment. The Department shall provide an up-to-date roster so that employees will know when their turn is approaching. The roster shall show date of call and the response for each person called as to whether it was refused, on duty, no answer, sickness or vacation. Employees shall be excused from the overtime roster when they are on vacation or job related sick leave.

Section 4. Employees shall be granted one fifteen (15) minute break in the morning, a thirty (30) minute lunch break and a fifteen (15) minute break in the afternoon with pay. Employees are responsible for responding to emergency calls during breaks and lunch.

Section 5. The parties recognize that employees are barred from performing volunteer fire or ambulance services within the Township or outside the Township under mutual aid agreements and from 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 EMS services within the boundaries of the Township.

ARTICLE 6. HOLIDAYS

Section 1. Employees who work on any of the following holidays shall be paid for such work at the rate of one and one-half (1-½) times the employee's regular rate:

- |                           |                               |
|---------------------------|-------------------------------|
| New Year's Day            | Columbus Day                  |
| Martin L. King's Birthday | Election Day                  |
| Lincoln's Birthday        | Veterans Day                  |
| Washington's Birthday     | Thanksgiving Day              |
| Good Friday               | Friday after Thanksgiving Day |
| Memorial Day              | Christmas Eve (½) Day         |
| Independence Day          | Christmas Day                 |
| Labor Day                 | New Year's Eve (½) Day        |

ARTICLE 7. VACATIONS

Section 1. The Employer agrees to grant all employees within the bargaining unit vacations with pay, based on thirteen (13) hour days, in accordance with the following schedules in each year of this agreement:

<u>LENGTH OF SERVICE WITH THE TOWNSHIP</u>	<u>VACATION</u>
1st year	1 day per 2 months (not to exceed 6 days)
2 - 5 years	6 days
6 - 9 years	9 days
10 - 14 years	12 days
15 years and over	15 days

Permanent part-time employees will receive pro-rated vacation based on hours of work per week divided by thirty-nine (39), multiplied by the number of vacation days credited for their years of service with the Township.

Section 2. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with the above schedule.

Section 3. The vacation schedule shall be posted by the Employer on January 2 of each year on the bulletin board and shall remain until April 15 for employees to select vacation periods. In preparing the final vacation schedules, the Employer shall endeavor to assign vacations on the basis of the seniority of its employees. The Employer must post the final authorized vacation list by May 1.

Section 4. Vacations may be taken any time between January 2 and December 31. Any employee not requesting a specific vacation period by the April 15 removal date set forth in Section 3 shall have his vacation determined at the discretion of the Director of the Department.

Section 5. Any employee may carry over up to two (2) weeks vacation for one (1) year only. Any such vacation not taken in the second year shall be lost.

## ARTICLE 8. LEAVES

### Section 1. Leaves of Absence Without Pay

a. Upon making timely application, employees may apply to the Employer for leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. Extensions for such leaves may be granted. Such a leave may be granted to employees who are temporarily or physically handicapped or incapacitated to such an extent that they are unable to perform their duties.

b. Leaves may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness upon return to service.

c. A leave of absence will not be granted to employees as a matter of convenience or temporary advantage to such employees by reason of place of work, hours of work, or increased compensation. Employees seeking leave of absence without pay shall submit such a request in writing, stating the reasons when the leave is desired and the expected return to duty date.

### Section 2. Paid Sick Leave

a. Six (6) days paid sick , of 13 hour each, leave each year shall be granted to all employees and the same shall be cumulative from year to year, subject to the provisions of this Section. Employees having not used one or more of their sick days for that year will have the option to be paid their current wage rate for up to six (6) of these unused days in lieu of accumulating same. Any employee who has more than six (6) days unused from a given year and wishes to be paid wages for their

remaining days, in lieu of accumulating same, may be paid one (1) day's current rate of pay for every two (2) unused sick days. The purpose of this provision is that, at the end of each calendar year, an employee may elect to be paid for unused sick time. The rate of pay will be one hundred (100%) percent for the first six (6) sick days unused, and fifty (50%) percent for the second six (6) days of unused sick time. The employee must notify the Employer on January 10<sup>th</sup> of his or her election, payment to be made in the first pay check after February 15<sup>th</sup> of the year. Upon retirement, employees shall be paid one hundred (100%) percent of all unused sick days, to a maximum of Ten Thousand Dollars (\$10,000.0).

b. The Director of the Department, or his designee, may request at any time a physician designated by the Employer to determine sick time certification. All costs for said examination shall be borne by the Township. Proof of illness shall be defined to be a statement from a physician including the nature of the illness and a prognosis for recovery. If the Director determines that a pattern of suspected abusive illness exists, he shall have the right to demand a physician's certification of illness at any time notwithstanding the three (3) day limitation. Refusal to comply with such a request will subject the employee to disciplinary action.

c. In the event an employee is absent due to a work connected injury which entitles him to Workmen's Compensation, the Township agrees to reimburse the employee at full pay for up to six (6) months sick leave, with the understanding that the employee shall endorse any Workmen's Compensation checks for that period back to the Township. Workmen's Compensation law will prevail. (An employee must be out for a period of seven (7) consecutive days, inclusive of Saturday and Sunday, in order to be eligible for pay on the eighth day).

d. If an employee has used all of sick time, and he becomes ill, time will be charged to his remaining vacation time. If this practice appears to be abused, the Employer reserves the right to request a doctor's note to determine the validity of the illness. If an employee is suspended without pay for disciplinary purposes, the employee is not entitled to any pay.

### Section 3. Personal Leave Days

a. An employee shall be entitled to no more than two (2) days, of 13 hour each, personal leave days with pay per annum for the transaction of personal business. Personal leave days with pay may be withheld on the day before or the day following any paid holiday or vacation, except in extenuating circumstances. All personal leave days require prior approval of the Employer at the time the request is made, except that two (2) such days may be utilized on the basis of same-day approval in the event of a verified emergency.

### Section 4. Bereavement Leave Pay

a. Employees will be granted up to four (4) days off, from date of death until the date of the funeral, with pay at the employee's straight time rate in the event of the death of a member of the employee's immediate family defined as spouse, parent, parent-in-law, child, sister or brother, spouse, grandparents, grandparents-in-law, brother-in-law, sister-in-law, or other members of the employee's household. The Employer reserves the right to verify the legal relationship of the family member of the employee.

b. Employees shall be granted one day off, the day of the funeral, without loss of pay, for the funeral of any other relative.

## Section 5. Jury Duty

a. An employee who is called for Jury Duty shall be paid eight (8) hours straight time for scheduled working time lost; however, the employee shall be required to give prior notice to the Employer of said employee's call for Jury Duty. Any increase over and above present court financial payments shall be deducted from the wage rate called for by this Agreement.

## ARTICLE 9. VETERANS RIGHTS AND BENEFITS

Section 1. The Seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right of reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours

straight time for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for military service.

ARTICLE 10. WELFARE AND PENSION BENEFITS

Section 1. The Township agrees to provide employees with basic and major medical and hospitalization and prescription coverage as set forth in this article. Vision and dental coverages shall be equal to those in effect on March 11, 2004.

A. PRESCRIPTION BENEFITS:

Employees shall be responsible for the following co-pays per thirty four (34) day supply:

	Brand	Generic
2004	\$5.00	\$0.00
2005	\$8.00	\$2.00
2006	\$10.00	\$2.00
2007	\$12.00	\$2.00

B. MAJOR MEDICAL AND HOSPITALIZATION:

Summary:

- GROUP I. Employees hired prior to March 12, 2001 shall be provided with Family coverage, and have the option of a Point of Service (POS) Plan with no contribution or Traditional Plan with a contribution.

- GROUP II. Employees hired after March 11, 2001 and prior to the date of the execution of this contract shall be provided with Single coverage, and have the option of a Point of Service (POS) Plan with no contribution or Traditional Plan with a contribution. Employees shall have the option to purchase family coverage in the POS plan only at the rate of \$50.00 per month.
- GROUP III. Employees hired following the date of the execution of this contract shall be provided with a Single coverage, Point of Service (POS) Plan with no contribution. Employees shall have the option to purchase family coverage in the POS plan only at the rate of \$50.00 per month.

GROUP I. Employees hired prior to March 12, 2001 shall be provided with Family coverage and have the following options:

1) Point of Service (POS) Plan with no employee contribution:

a. In-Network provider with a co-pay of \$15 per visit

b. Out of Network provider as follows:

i. Individual deductible -- \$150

ii. Family deductible -- \$300

iii. For single coverage, the employee is responsible for thirty (30) percent of the first \$10,000.00 of submitted and covered eligible expenses up to \$3,000.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses. For

family coverage, the employee is responsible for thirty (30) percent of the first \$25,000.00 of submitted and covered eligible expenses up to \$7,500.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses.

iv. Benefits covered under this article shall have a maximum lifetime limit of two million dollars (\$2,000,000).

v. Hospital expenses will be included under the deductible and co-pay.

vi. Coverage for dependents shall terminate on said dependents twenty-third (23)<sup>rd</sup> birthday.

vii. "Network" as used in this section refers to the Horizon Point of Service (POS) Managed Care Network.

2) Traditional Plan with bi-monthly contributions to be as follows:

	2004	2005	2006-2007
Single	23.00	29.00	37.00
Parent/Child	43.00	55.00	70.00
Husband/Wife	47.00	60.00	77.00
Family	61.00	77.00	97.00

a. Deductibles and co-pays as follows:

i. Individual deductible -- \$300

- ii. Family deductible -- \$600
- iii. For single coverage, the employee is responsible for twenty (20) percent of the first \$1,500.00 of submitted and covered eligible expenses up to \$300.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses. For family coverage, the employee is responsible for twenty (20) percent of the first \$3,000.00 of submitted and covered eligible expenses up to \$600.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses.
- iv. Benefits covered under this article shall have a maximum lifetime limit of two million dollars (\$2,000,000).
- v. Hospital expenses will be included under the deductible and co-pay.
- vi. Coverage for dependents shall terminate on said dependents twenty-third (23)rd birthday.

GROUP II. Employees hired after March 11, 2001 and prior to the date of the execution of this contract shall be provided with Single coverage and have the following options:

1) Point of Service (POS) Plan with no employee contribution:

a. In-Network provider with a co-pay of \$15 per visit

b. Out of Network provider as follows:

i. Individual deductible -- \$150

ii. The employee is responsible for thirty (30) percent of the first \$10,000.00 of submitted and covered eligible expenses up to \$3,000.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses

iii. Benefits covered under this article shall have a maximum lifetime limit of two million dollars (\$2,000,000).

iv. Hospital expenses will be included under the deductible and co-pay.

v. "Network" as used in this section refers to the Horizon Point of Service (POS) Managed Care Network.

vi. Employees receiving single coverage POS shall have the option to purchase family coverage in the POS plan only at the rate of \$50.00 per month.

2) Traditional Plan with bi-monthly contributions to be as follows:

2004	2005	2006-2007
23.00	29.00	37.00

a. Deductions and co-pays as follows:

- i. Individual deductible -- \$300
- ii. The employee is responsible for twenty (20) percent of the first \$1,500.00 of submitted and covered eligible expenses up to \$300.00, excluding the deductible, after which benefits will be paid at one hundred (100) percent of submitted and covered eligible expenses.
- iii. Benefits covered under this article shall have a maximum lifetime limit of two million dollars (\$2,000,000).
- iv. Hospital expenses will be included under the deductible and co-pay.

GROUP III. Employees hired following the date of the execution of this contract shall be provided with Single coverage and the following:

- i. Point of Service (POS) Plan described in Section 1 (B) GROUP II (1) above
- ii. Employees receiving single coverage POS shall have the

option to purchase family coverage in the POS plan only at the rate of \$50.00 per month.

Section 2. Payment of a Life Insurance Policy is based upon the present policy in force within the Township.

Section 3. The Employer shall provide all employees with pension benefits under the rules of the Public Employees Retirement System (PERS).

Section 4. The Township shall provide a Temporary Disability Insurance Policy covering all employees.

Section 5. Medical Benefits on Retirement

a. Employees upon retirement with twenty-five (25) years of pensionable service credit or on a disability retirement after fifteen (15) years of pensionable service credit with the Township, shall be eligible for continuous medical coverage for themselves and their eligible spouse or dependents up to age twenty-three (23) at the time of retirement in accordance with the provisions of Article 10, Section 1 of this agreement. Employees not meeting the twenty-five (25) year requirement will be extended medical coverage at their own cost as required by Federal COBRA statutes.

b. Any retiree or spouse attaining the age of sixty-five (65), and qualified, must enroll into Part A and Part B of Medicare. While the Township will continue to pay for an eligible retiree's medical benefits, the Township will not be responsible for a retiree's Medicare premium.

c. The provisions of subsection (a) shall not apply to any employee who is convicted under State or Federal Law of a crime or offense committed while in the employ of the Township of Edison which results in either the forfeiture of his or her Public Office or employment or bars said employee from Public Office or employment.

#### ARTICLE 11. DISCIPLINE AND DISCHARGE

Section 1. An employee shall not be disciplined or discharged except for just cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee at the time of such discharge and such notification shall set forth the reason for said discharge. If an employee is to be disciplined, it must be done within five (5) working days of the Employer's knowledge of the event.

Section 2. The Township shall have the right to implement reasonable rules and regulations which are consistent with the terms of this agreement, provided the Township notifies the Union fourteen (14) calendar days in advance and provides the Union with the opportunity to consult with Township management regarding such rules and regulations.

#### ARTICLE 12. NON-DISCRIMINATION

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 the Union. Neither the employer nor the Union shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

## ARTICLE 13. WAGES

Section 1. The hourly rates shall increase as follows:

a. Effective January 1, 2005 hourly rate increases to \$15.00 and, in addition, holiday pay and clothing allowance shall be rolled into the base salary. The resulting hourly rate, effective January 1, 2005 shall be \$16.14;

b. Effective January 1, 2006-increase hourly rate by 3.2% to \$16.66;

c. Effective January 1, 2007-increase hourly rate by 3.2% to \$17.19

Section 2. Possessing and maintaining a driver's license is a continuing condition of employment and loss of said license is grounds for dismissal. Employees required to use their private vehicles for EMS department business or as a necessity in changing of EMS/fire stations shall be compensated at the rate of \$0.32 per mile. No reimbursement under this article shall be provided unless a copy of said driver's license is provided.

## ARTICLE 14. UNIFORMS

Section 1. Upon their being hired, the Township shall supply each employee covered by this agreement with three work uniforms, including pants, shirts and patches, and one pair of work shoes.

Section 2. DELETED EFFECTIVE JANUARY 1, 2005

Section 3. The Township will pay for the replacement or repair to any part of the uniform damaged in the line of duty, including prescription eyeglasses, and watches or time pieces, payment for watches not to exceed Fifty dollars (50.00) and other payments not to exceed the replacement cost. It must be clearly demonstrated by the employee that said watch, time-piece or eyeglasses were damaged in the line of duty.

#### ARTICLE 15. DUTIES OF EMTs

Section 1. Employees may be assigned to perform any duty related to the provision of emergency medical services, including but not limited to training, and care and limited maintenance of EMS equipment. Civilian personnel shall not be responsible for the direction or supervision of EMTs in the performance of their emergency medical service duties.

Section 2. The Township shall maintain normal crewing on EMS equipment of two EMTs and will not maintain a minimum crew of less than two 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 alone in a volunteer ambulance without a partner.

Section 3. Two EMT-Ds shall normally be assigned to any EMS unit equipped with a defibrillator. In the event a minimum of two EMT-Ds are not assigned to an EMS unit, the defibrillator may be used at the discretion of the EMT-D.

Section 4. One EMT shall be designated as Senior EMT on each EMS unit during each shift, with responsibility for the completion of required paperwork. The Township will equitably rotate the assignment

of Senior EMTs among crew members.

#### ARTICLE 16. SAFETY AND HEALTH

Section 1. The Township will provide a safe and healthy working environment in accordance with applicable State and Federal laws and regulations.

Section 2. The Township Health Department shall be responsible for the inoculation and testing of all EMTs against Hepatitis-B, Tuberculosis and other communicable diseases. The Township Health Department shall maintain all health records for EMTs.

#### ARTICLE 17. CERTIFICATION

Section 1. EMT Refresher Core Training and EMT-D Training shall be done in-house and provided by the Township Fire Department. 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. Any recertification course required by the State of New Jersey, and which is not available through the Township, will be taken by the employee while off duty. The Township will pay for the cost of required textbooks and fees and will compensate employees at their straight time hourly rate.

#### ARTICLE 18. LEGAL DEFENSE

Section 1. Whenever an employee covered by this agreement, is a defendant in any legal proceedings 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.

Section 2. As part of the general liability insurance coverage provided by the Township, the Township shall provide EMTs with professional malpractice insurance.

#### ARTICLE 19. MUTUAL AID

Section 1. The Township shall see that, while there are on duty with the Township, 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 within the Township of Edison.

#### ARTICLE 20. BULLETIN BOARDS

Section 1. The Employer will maintain suitable bulletin boards in each station which may be used by the Union for information concerning union activities.

#### ARTICLE 21. SHIFT EXCHANGES

Section 1. Employees shall have the right to exchange shifts when the changes do not interfere with the operation of the Department, upon twenty-four (24) hours notice to the employee's supervisor. Under no circumstances shall the use of this option create any additional cost, through overtime or otherwise, to the Township.

## ARTICLE 22. PREVAILING RIGHTS

Section 1. 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.

Section 2. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only, executed by both parties.

## ARTICLE 23. UNION PRIVILEGES

Section 1. The Union will have the right to visit stations at all reasonable hours for union business. The Union will not abuse this right. Such visitation shall not interfere with the normal conduct of work within the department.

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

Section 3. Employees shall be permitted to wear a uniform patch and baseball-style cap bearing the Union's insignia subject to the Township's approval, which shall not be unreasonably denied.

Section 4. A maximum of three (3) representatives of the union will be granted time off from duty and suffer no loss of regular pay for the purposes of union meetings, processing grievances and other

union business with the Township which shall not be unreasonably denied.

#### ARTICLE 24. PERSONNEL FILES

Section 1. There shall be two (2) 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 American With Disabilities Act. The Director of the Department shall act as the custodian of these files. The Director of the 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 Director of the Department, the custodian of the files, the Mayor, the Business Administrator or his designee and the employee. Civilian assistants may add data to the personnel file under the director and control of the custodian of the files.

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

Section 5. The expungement period for letters of reprimand only shall be two (2) years, at which time said letters will be returned to the employee.

## ARTICLE 25. DRUG TESTING

Section 1. 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, an EMT 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 provision concerning random testing only shall be null and void.

## ARTICLE 26. SAVINGS CLAUSE

Section 1. 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 27. DURATION OF AGREEMENT

THIS AGREEMENT shall become effective March 12, 2004 and shall continue in full force and effect until December 31, 2007.

This Agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least sixty (60) days prior to the expiration date to change or modify or terminate this Agreement. In such case, the parties shall endeavor to negotiate a new contract within sixty (60) days prior to the expiration of this Agreement.

Except as set forth above, all provisions of the collective bargaining Agreement between the parties remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers.

TOWNSHIP OF EDISON

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, AFL-CIO AND  
ITS LOCAL 3997

BY: \_\_\_\_\_

George A. Spadoro, Mayor

Dated:

Witnessed by:

\_\_\_\_\_  
Township Clerk

Dated:

By: \_\_\_\_\_

Dated:

Committee:

\_\_\_\_\_  
Dated:

Committee:

\_\_\_\_\_  
Dated:

Committee:

\_\_\_\_\_  
Dated:

