

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2019 thru 12/31/2022.

Employer: Township of Edison

County: Middlesex

Date: 10/15/2020

Name: Maureen Ruane
Print Name

Title: Business Administration


Signature

AGREEMENT
BETWEEN
TOWNSHIP OF EDISON
and
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 1197

January 1, 2019 through December 31, 2022

*ADD Union Logo
+
or BUG*

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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, but excluding management executives as defined by the act and Superior officers.

Section 2. Unless otherwise indicated, the terms "FIREFIGHTER", "FIREFIGHTERS", "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 effective commencing January 1, 2019 through December 31, 2022. 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, 2023 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 King's 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, requires 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 Township representatives shall be the Fire Chief and Deputy Chief or their designees. 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. Said leave of absence shall run concurrently with the FMLA and the New Jersey Family Leave Act ("NJFLA") leave where the FMLA and NJFLA are applicable.

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, two 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)

As of March 12, 2019, the parties agree that there are 64 active firefighters hired prior to December 31, 2009. As these 64 firefighters retire or leave the employ of the Township or are promoted outside of the negotiations unit represented by Local

1197, the most senior firefighter hired after December 31, 2009 will be entitled to the vacation schedule under Section 1. It is further agreed that the number of employees eligible to receive vacation benefits under Section 1 will remain frozen at 64 firefighters, the number of active employees employed by the Township in the negotiations unit represented by Local 1197 on March 12, 2019.

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.

ARTICLE 27

ANNUAL SALARY

Section 1. Starting salaries shall be frozen for the duration of the contract – January 1, 2019 through December 31, 2022. Otherwise, salary increases for employees covered by this Agreement shall be as follows:

All employees covered by this agreement shall receive a 3.0% increase effective January 1, 2019; a 1.0% increase effective on December 31, 2019; (no retroactive salary adjustment; increase will be reflected in first pay in 2020); a 3.0% increase effective January 1, 2020; a 1.0% increase effective on December 31, 2020; (no retroactive salary adjustment; increase will be reflected in first pay in 2021); a 3.0% increase effective January 1, 2021; a 1.0% increase effective on July 31, 2021 and a 0.0% increase effective on January 1, 2022.

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 annual service increments as follows:

	12/1/2018	1/1/2019	12/31/2019	1/1/2020	12/31/2020	1/1/2021	7/31/2021	1/1/2022
		3.00%	1.00%	3.00%	1.00%	3.00%	1.00%	0.00%
Hiring Rate	\$39,075	\$39,075	\$39,075	\$39,075	\$39,075	\$39,075	\$39,075	\$39,075
Firefighter 1	\$49,730	\$51,222	\$51,734	\$53,286	\$53,819	\$55,434	\$55,988	\$55,988
Firefighter 2	\$60,483	\$62,297	\$62,920	\$64,808	\$65,456	\$67,420	\$68,094	\$68,094
Firefighter 3	\$70,842	\$72,967	\$73,697	\$75,908	\$76,667	\$78,967	\$79,757	\$79,757
Firefighter 4	\$81,201	\$83,637	\$84,473	\$87,008	\$87,878	\$90,514	\$91,419	\$91,419
Firefighter 5	\$91,559	\$94,306	\$95,249	\$98,106	\$99,087	\$102,060	\$103,081	\$103,081
Firefighter 6	\$101,917	\$104,975	\$106,024	\$109,205	\$110,297	\$113,606	\$114,742	\$114,742
Firefighter 7	\$112,271	\$115,639	\$116,796	\$120,299	\$121,502	\$125,147	\$126,399	\$126,399

Section 1 (b). Effective January 1, 2010, the starting rate for new hires hired after January 1, 2010 shall be \$38,401 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:

	12/1/2018	1/1/2019	12/31/2019	1/1/2020	12/31/2020	1/1/2021	7/31/2021	1/1/2022
Hiring Rate	\$38,401	\$38,401	\$38,401	\$38,401	\$38,401	\$38,401	\$38,401	\$38,401
Firefighter 1	\$46,609	\$48,007	\$48,487	\$49,942	\$50,441	\$51,955	\$52,474	\$52,474
Firefighter 2	\$54,817	\$56,462	\$57,026	\$58,737	\$59,324	\$61,104	\$61,715	\$61,715
Firefighter 3	\$63,025	\$64,916	\$65,565	\$67,532	\$68,207	\$70,253	\$70,956	\$70,956
Firefighter 4	\$71,232	\$73,369	\$74,103	\$76,326	\$77,089	\$79,402	\$80,196	\$80,196
Firefighter 5	\$79,440	\$81,823	\$82,641	\$85,121	\$85,972	\$88,551	\$89,437	\$89,437
Firefighter 6	\$87,648	\$90,277	\$91,180	\$93,916	\$94,855	\$97,700	\$98,677	\$98,677
Firefighter 7	\$95,856	\$98,732	\$99,719	\$102,711	\$103,738	\$106,850	\$107,918	\$107,918
Firefighter 8	\$104,063	\$107,185	\$108,257	\$111,504	\$112,619	\$115,998	\$117,158	\$117,158
Firefighter 9	\$112,270	\$115,638	\$116,794	\$120,298	\$121,501	\$125,146	\$126,398	\$126,398

Section 1 (c). Effective January 1, 2019, the salaries of the four (4) firefighters (Steven Jerome, Thomas Kenny, Christopher Taylor and Thomas Abraham) hired on July 12, 2017, shall be increased to \$50,000. . These four (4) firefighters shall then receive a three percent (3%)

increase to their base salary in January 1, 2019 and a 1% increase to their base salary effective December 31, 2019 with no retroactive salary adjustment; increase will be reflected in first pay in 2020. Effective January 1, 2020, these four (4) firefighters shall be placed in the next highest step in the Section 1 (b) salary guide which is closest to \$50,000, and shall advance through that salary guide annually in accordance with the procedure set forth in this Article.

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	12/1/2018	1/1/2019	12/31/2019	1/1/2020	12/31/2020	1/1/2021	7/31/2021	1/1/2022
Firefighters								
7/12/17	\$46,609	\$51,500	\$52,015	\$58,737	\$59,324	\$70,253	\$70,956	\$80,196

Effective January 1, 2019, all newly hired firefighters will be subject to the following twelve (12) step salary guide with a salary of \$52,479 upon reaching Firefighter 1 of the salary guide with equalized step increments between Steps 1 through 12 and the same maximum salary as the salary guide set forth in Section 1 (b) of the Agreement. These new hires shall advance through the salary guide in accordance with the terms provided under Section 1(b) of the Agreement which expired on December 31, 2013. The twelve (12) step guide will have the following salary increments:

	12/1/2018	1/1/2019	12/31/2019	1/1/2020	12/31/2020	1/1/2021	7/31/2021	1/1/2022
		3.00%	1.00%	3.00%	1.00%	3.00%	1.00%	0.00%
Firefighter 1	\$52,479	\$52,479	\$52,479	\$52,479	\$52,479	\$52,479	\$52,479	\$52,479
Firefighter 2	\$57,915	\$58,221	\$58,326	\$58,644	\$58,754	\$59,085	\$59,199	\$59,199
Firefighter 3	\$63,351	\$63,963	\$64,173	\$64,809	\$65,029	\$65,691	\$65,919	\$65,919
Firefighter 4	\$68,786	\$69,705	\$70,020	\$70,974	\$71,304	\$72,297	\$72,639	\$72,639
Firefighter 5	\$74,222	\$75,447	\$75,867	\$77,139	\$77,579	\$78,903	\$79,359	\$79,359
Firefighter 6	\$79,658	\$81,189	\$81,714	\$83,304	\$83,854	\$85,509	\$86,079	\$86,079
Firefighter 7	\$85,094	\$86,931	\$87,561	\$89,469	\$90,129	\$92,115	\$92,799	\$92,799
Firefighter 8	\$90,529	\$92,673	\$93,408	\$95,634	\$96,404	\$98,721	\$99,519	\$99,519
Firefighter 9	\$95,965	\$98,415	\$99,255	\$101,799	\$102,679	\$105,327	\$106,239	\$106,239
Firefighter 10	\$101,401	\$104,157	\$105,102	\$107,964	\$108,954	\$111,933	\$112,959	\$112,959
Firefighter 11	\$106,837	\$109,899	\$110,949	\$114,129	\$115,229	\$118,539	\$119,679	\$119,679

Firefighter									
12	\$112,270	\$115,638	\$116,794	\$120,298	\$121,501	\$125,146	\$126,398	\$126,398	\$126,398

Section 2. 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 (2¹/₂) after the first five (5) years. One-half (¹/₂) 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.

- a. For all employees hired on or after January 1, 2019: In addition to salaries, a longevity payment shall be paid as hereinafter fixed and determined; such longevity payment to be considered as additional compensation and shall be considered part of an Employee's salary for the purpose of retirement benefits:
 - i. First day of 6th year of service through 10th year: 2.5%
 - ii. First day of 11th year of service through 15th year: 5.0%

iii. First day of 16th year of service through 20th year: 7.5%

iv. First day of 21st year of service on: 10%

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 applicable Internal Revenue Service Mileage Rate.

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 firefighting 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 may 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 1/2) times the hourly rate which he receives for his regular assigned duty. Except when two employees

swap their tour of duties because of personal reasons, no compensation shall be granted 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 1/2) 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 firefighting overtime. If an employee refuses an assignment to work overtime, he shall be considered as having worked such assignment for the purpose of maintaining a proper order of rotation for any future assignment. The 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 1/2) 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. Effective July 1, 2018, the Traditional Medical Plan will be eliminated and replaced with a PPO Plan and a POS Plan which may be chosen by the employees at periods to be determined by the Township.

Section 1(a).

All employees shall contribute toward health benefit premiums as reflected below, per pay, based on 24 pays per calendar year. An employee enrolled in any portion of offered benefits shall pay the amount as reflected below, based on what they were paying in 2018 for the benefit (medical, prescription, dental and/or vision) enrolled in.

Salary \$100k+	Family	2 Adults	Parent/Child	Single
2019*	\$466 PP (\$11,183)	\$372 PP (\$8,918)	\$333 PP ((\$7,991)	\$196 P (\$4,704)
2020	\$373 PP (\$8,946)	\$297 PP (\$7,134)	\$266 PP (\$6,393)	\$157 PP (\$3,763)
2021	\$317 PP (\$7,604)	\$253 PP (\$6,064)	\$226 PP (\$5,434)	\$133 PP (\$3,199)
2022	\$291 PP (\$6,996)	\$232 PP (\$5,579)	\$208 PP (\$4,999)	\$123 PP (\$2,943)

Under \$100k	Family	2 Adults	Parent/Child	Single
2019*	\$280PP (\$6,709)	\$260PP (\$6,242)	\$233 PP (\$5,592)	\$167PP (\$3,998)
2020	\$224PP (\$5,367)	\$208PP (\$4,994)	\$186 PP (\$4,473)	\$133 PP (\$3,198)
2021	\$201PP (\$4,830)	\$187PP (\$4,494)	\$168 PP (\$4,026)	\$120PP (\$2,878)
2022	\$191PP (\$4,589)	\$179PP (\$4,269)	\$159 PP (\$3,825)	\$114PP (\$2,734)

*Contribution reductions will take place prospectively in the first 2019 payroll after ratification of the collective negotiations agreement.

The IAFF 1197 acknowledges that active unit members who received health benefits through the Township shall be obligated to pay no less or no more than the contribution levels as agreed upon in this contract for the duration of the contract regardless of whether Chapter 78 is repealed or modified to provide for lower or higher contribution rates.

Claims for medical services shall be paid at the rate of ninety percent (90%) of Fair Health or equivalent data base.

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	Coinsurance	Co-pay
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 2. The Employer agrees to provide and cover all employees and their dependents with a dental plan, and to pay for the same, with the present practices now in effect.

Section 3. The Employer agrees to provide and cover all employees and their dependents, with a prescription plan at no 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. The Township shall offer prescription coverage under Express Scripts/CVS Caremark. Coverage for non-spousal dependents of all employees shall terminate on their twenty sixth (26th) birthday.

A. Effective July 1, 2018, compound prescriptions will not be permitted unless medically necessary as determined by the Township's prescription plan administrator in conjunction with the employee's physician. The decision of the Township's prescription plan administrator (presently CVS/Remedy) is final and the Township will not initiate overrides unless compelling medical evidence is presented to the Township Administrator. All compound overrides presently in place will remain until July 1, 2018. If the IAFF disagrees with the decision of the Township administrator, both parties will agree on a physician with

experience in the medical field related to the prescription, to review the matter. The decision of the mutually agreed upon physician shall be final and not grievable. If the parties cannot mutually agree on a physician, the matter can proceed to arbitration. The IAFF shall bear all costs of the arbitrator and any arbitration decision issued will be applied to the IAFF member(s) at issue and will not be considered precedential or to have established a past practice.

B. Effective July 1, 2018, employees are required to receive generic prescriptions, unless a non-generic is medically necessary as determined by the Township's prescription plan administrator (presently CVS/Remedy) in conjunction with the employee's physician. Any employee currently approved for a medically necessary non-generic will continue to receive same, subject to the completion of the authorization process as required by the prescription plan administrator subsequent to July 1, 2018. If the IAFF disagrees with the decision of the Township's prescription plan administrator, both parties will agree on a physician with experience in the medical field related to the prescription, to review the matter. The decision of the mutually agreed upon physician shall be final and not grievable. If the parties cannot mutually agree on a physician, the matter can proceed to arbitration. The IAFF shall bear all costs of the arbitrator and any arbitration decision issued will be applied to the IAFF member(s) at issue and will not be considered precedential or to have established a past practice.

C. Voluntary mail-order for prescription maintenance drugs, utilizing a CVS pharmacy, remains in effect for all members.

D. The parties agree that discussions regarding alternative prescription plan utilization management strategies will be ongoing, with no new strategies being implemented unless mutually agreed upon by the parties. The parties agree that any such discussions and agreement, if any, will not be considered a reopener of the contract.

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 future retirees after July 1, 2018 will be afforded the same health insurance coverage as active employees. All health benefits shall continue in force until a deceased employees spouse remarries and or all dependent children reach the age of twenty-six (26) years. Coverage for non-spousal dependents of all retirees shall terminate on their twenty-sixth (26th) birthday.

A. Any employee who retires after completion of ten (10) years of service with the Township and twenty-five (25) years of full-time service in PFRS or PERS*, who had at least ten (10) years of service in a NJ pension system as of June 28, 2011, will be eligible for Township-paid benefits in retirement, with no contribution from the retiree required.

Any individuals qualified within the parameters set forth in this subsection who retired after July 1, 2018 and/or subject to a separation agreement that referenced retirement health benefits shall be eligible for the retirement health benefits as set forth in this subsection.

*This includes members who transfer PERS service credit and receive full credit toward benefits under PFRS under the provisions set forth in N.J.S.A. 43:16A-3.10.

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 PPO and POS Plans with employee coinsurance payments and co-pays.

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 voluntary elect to reduce the insurance coverage directly provided by the Township for the employee and/or his/her family in order 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. Effective July 1, 2019, all employees who voluntarily elect to waive health insurance, no matter

when the waiver was elected, will receive a maximum of up to \$5,000.00 annually, calculated pursuant to reflect savings after employee contribution as set forth in the contract is accounted for. 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.

Section 10. Effective July 1, 2018, eligible employees covered under this Agreement shall be entitled to receive a hearing aid credit of five hundred dollars (\$500.00) on an as-needed basis. This credit shall not be distributed by the Township on a yearly basis, but only upon presentation of a letter of necessity to the Business Administrator or his or her designee from a certified auditory physician on his or her letterhead stating the employee's condition and the need for the hearing device.

ARTICLE 44

EDUCATIONAL BENEFITS

Section 1. Any member currently receiving education incentive pay will have it frozen at its current level with no possibility of achieving additional educational incentive pay. Any employee hired after January 1, 2019 shall be ineligible for any educational benefit and/or educational incentive pay.

The Township will allow two (2) firefighters who currently hold EMT certifications to be excused from duty for the purpose of re-certification to maintain his/her EMT certification as long as it does not cause any overtime at time of approval.

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.

In accordance with N.J.S.A. 40A:9-10.4, for all employees hired after May 21, 2010, sick leave shall accumulate at the rate of one hundred sixty-eight (168) hours per year, with a maximum of up to \$15,000 payable at the employee's retirement after obtaining twenty-five (25) years of creditable service in a State of New Jersey Retirement System or if the employee retires on a Disability Retirement. Sick time payout will be based on the officer's rate at time of retirement. Paragraphs A through D of the current collective negotiations agreement shall not be applicable to any employee hired after December 31, 2013.

- 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 full pay for up to 9 months of a major illness absence.

(1): For the employee's first-time use of major illness leave of absence, no sick time will have to be used. Any subsequent use of major illness leave will require employees to utilize one (1) twenty-four hour sick day prior to the major illness leave beginning. If an employee needs to utilize major illness within 365 days of returning from a major illness leave, he or she will be required to utilize two (2) twenty-four hour sick days prior to the major illness leave beginning.

(2): An extension of the major illness leave beyond the nine (9) month period will be at the discretion of the Public Safety Director or designee when an employee has been diagnosed with a catastrophic and/or terminal illness. This decision will be based on medical information provided by the employee's physician and is not grievable. The extension beyond the nine (9) months cannot exceed twelve months pursuant to N.J.S.A.40A:14-16.

- (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 opinion, 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.

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 chain 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 its 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

Effective December 1, 2018, those firefighters who are currently certified as Emergency Medical Technicians as set forth in the attached 2018 Firefighter EMT Rotation List (designated as Exhibit A) shall have two percent (2.0%) of their January 1, 2018 base salary added to their pensionable salary. This pensionable stipend shall be frozen (and shall not increase annually) and will be included in the base salary of those specifically enumerated thirty-six (36) firefighters listed on the EMT Rotation List until their retirement or separation from the Township of Edison.

The aforementioned thirty-six (36) firefighters listed on the EMT Rotation List shall not be required to maintain an EMT Certification.

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.



For the Employer
Township of Edison

By: [Signature]
Mayor

Attest: 7/31/19

For the Union
I.A.F.F. Local 1192

By: [Signature]
Robert D. Yackel, President

By: [Signature]
Doug Kosup, 1st Vice President

By: [Signature]
James Walsh, 2nd Vice President

By: [Signature]
Anthony Pepe, Secretary

By: [Signature]
Andy Dretsch, Treasurer

By: [Signature]
Chief Steward