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THIS DOES NOT
CIRCULATE

AGREEMENT

Between

THE TOWNSHIP OF EDISON
EDISON, NEW JERSEY

and

THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 1197
EDISON, NEW JERSEY

Date*

January 1, 1978 To December 31, 1978

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RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT, between the TOWNSHIP OF EDISON, EDISON, NEW JERSEY, hereinafter referred to as the "TOWNSHIP" and THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1197, hereinafter referred to as the "Union" is designed to maintain and promote a harmonious relationship between the Township of Edison and such of its employees who are within the provisions of this agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

SECTION I. The Township recognizes the Union as the Exclusive Bargaining Agent for all employees of the FIRE DEPARTMENT for collective negotiations concerning salaries, hours and other terms and conditions of employment for all Firefighters, Captains and Firefighters in specializations such as, Fire Prevention, but, excluding managerial executives as defined in the Act.

SECTION II. Unless otherwise indicated, the terms "firefighter" "firefighters", "employee", or "employees" when used in this Agreement refers to all persons represented by the Union in the above defined negotiating unit.

DURATION

SECT #1. This agreement shall be effective as of January 1, 1978 and shall remain in full force and effect until December 31, 1978. 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 75 days prior to the annual anniversary date that it wished to re-negotiate the agreement or parts thereof. In the event that such notices are given, negotiations shall begin no later than 60 days prior to the anniversary date. If this present agreement expires before a new agreement is reached, the terms of this agreement shall remain in effect until the employees are covered by a subsequent agreement.

SECT #2. In the event that the parties have not achieved a mutually satisfactory Agreement by March 31, 1979 the parties will file a joint request, in writing, for the appointment of a mediator with the Public Employees Relations Commission as spelled out by the appropriate law. The aforementioned date for filing may be extended by mutual agreement of both parties.

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

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

DUTIES OF FIREFIGHTERS

- SECT #1. Employees may be assigned to perform any duty related to fire-fighting, rescue, salvage, care and limited maintenance of firefighting equipment apparatus, overhaul work, care, maintenance or housekeeping of firehouses and community relations.* ^{FIRE PREVENTION + TRAINING} It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance work and mechanical work normally performed by non-unit employees.
- SECT #2. The Township shall not require employees to perform any police duties.
- SECT #3. The Township shall not require any employee to use hose streams or any other method to take part in quelling any riot, strike or civil disturbance.
- SECT #4. In the event of an alarm in a riot, strike or civil disturbance, adequate police protection shall be made available immediately upon responding.

DUTIES OF A CAPTAIN

Duties of shift Captains shall consist of supervision command, and control of all fire fighting operations at the fire scene, as well as the stations and equipment that they are assigned to. All fire reports shall be filled out by the Captains. In the absence of a Captain an Acting Captain shall assume the duties.

WORK WEEK

SECT #1. The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours computed over a period of one (1) fiscal year, based on the schedule of 2 ten hour days, followed by 48 hours off, followed by 2 nights of fourteen hours each, followed by seventy-two hours off, followed by 2 days of ten hours each and so on.

SECT #2. In accordance with the needs of the Department the work week of the employees of the Fire Prevention Bureau and the Training Bureau shall be forty (40) hours per week, with the exception of holidays as designated by the Township.

HOLIDAYS

Each Employee shall be paid 15 holidays per year payable on the last payday of October. For those whose Employment is terminated before the completion of the year, payment shall be made on a pro-rated basis. Holiday shall be computed on a forty hour work week.

HOLIDAYS

The fifteen paid holidays are as follows:

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

ART #2.

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

ART #3.

The holiday pay factor shall be computed on the basis of 243 work days per year and fifteen holidays.

ART #4.

In the event an employee leaves his employment in the middle of a calendar year, they will be paid on a pro-rated basis for the previous holidays.

FUNERAL LEAVE

SECT #1. (4) calendar days funeral leave shall be granted without loss of pay starting from the date of death for the following immediate family of the employee: Father, Mother, Wife, Child, Stepchild, brother, sister, Step-mother, Stepfather, Mother-in-law, and Father-in-law.

SECT #2. In addition, each employee covered by this agreement, shall be granted funeral leave without loss of regular pay of one (1) working day to attend the funeral services of his guardian, grandparent, grand-child, aunt, uncle, niece, nephew, sister-in-law and brother-in-law.

MILITARY CLAUSE

SECT #1. Any regular employee who enters upon active service or duty with the military or naval service in 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 the termination of such service, he will be re-employed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment, provided, however; he has not been dishonorably discharged, there is work available, he is physically, mentally, and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days of his discharge date.

ACTING OFFICERS

SECT #1. No firefighter is eligible to serve as acting captain until he has completed five (5) years service in the Fire Department. Whenever any firefighter is required to serve as an Acting Captain, such employee shall receive the rate of pay of that rank for each day he serves as Acting Captain for any portion of that day.

SECT #2. All acting assignments in the classification of Captain shall be at the discretion of the *Director of Public Safety*. Such discretion shall not be unreasonably exercised in favor of or against any particular individual.

WORKING OUT OF CLASSIFICATION

Any person covered by this agreement who is required to accept the responsibilities and carry 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.

LEAVE WITHOUT PAY

SECT #1. Any employee shall be granted, with the approval of the Director or Acting Director of the Department of Public Safety, leave without pay up to a maximum of six (6) months provided he shall make such request of the officer in charge at least two (2) weeks in advance of the date for which such leave is desired except in the event of emergency, in which case only reasonable notice for such request shall be required.

SECT #2. Leave of absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director or Acting Director of the Department of Public Safety and the municipal council, which approval may not be unreasonably denied.

EXCHANGE OF SHIFTS

SECT #1. Any employee may, upon request to the officer in charge and with the approval of the Chief of the Department or his representative be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

- (a) Such substitution does not impose any additional costs on the township.
- (b) Such substitute shall be qualified to perform the duties of the employee he replaces.

SECT #2. Such requests shall not be unreasonably denied. Any employee shall be permitted to exchange tours with another employee of the same rank.

SENIORITY LIST

The township shall establish a seniority list of the permanent uniformed Fire Department and it shall be brought up to date by the township on January 1st of each year and immediately posted in all township fire stations Red Books, and a copy of same mailed to the Secretary of the Union. Unless an objection to the seniority list as posted is made to the township by an employee within ten(10) days from the date such list is posted, the list will be final.

PROBATIONARY PERIOD

All employees shall serve a probationary period of six (6) months and shall 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 the seniority time.

BAN ON STRIKES

SECT #1. It is recognized that the need for continued and uninterrupted operation of the township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

SECT #2. Adequate procedures having been provided for the equitable settlement or 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.

SECT #3. The Union and its officers shall not be held liable for unauthorized acts of employees.

PREVAILING RIGHTS

SECT #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.

SECT #2. The Township shall not enter into any agreement with employees which in any way conflicts with the terms of this contract, and shall recognize only officials of Union as official representatives.

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 as aforesaid, the parties agree to negotiate a new provision to replace said invalid provision.

FULLY BARGAINED PROVISIONS

SECT #1. 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.

UNION BUSINESS LEAVE

SECTION I. The members of the Union Negotiating Committee not to exceed five (5) in number shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township 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 to be on duty.

SECTION II. Two (2) representatives of the union (the Union president or his designee's) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Township and the Union for the purpose of processing grievances, when such meetings take place at a time during which such Union representatives is scheduled to be on duty.

SECTION III. Four(4) officers of the Union (President, Vice President, Recording Secretary, Treasurer) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings of the Executives Board and the membership meetings of the Union when such meetings take place at a time when such officers are scheduled to be on duty.

SECTION IV. The Union agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty.

SECTION V. Appointed Union delegates not to exceed five (5) in number, shall be granted leave from duty and shall suffer no loss of regular pay to attend state meetings, annual union conventions and seminars. (Maximum four (4) working days.)

VACATIONS

SECTION I. The Vacation period for the Officers and Members of the Department shall begin on January 1st of each year and continue in effect until December 31st of that year.

The following Schedule shall be observed:

| | | |
|---------------|------------------|-------------------|
| 1 - 5 years | 2 weeks vacation | (10 working days) |
| 6 - 10 years | 3 weeks vacation | (15 working days) |
| 11-15 years | 4 weeks vacation | (20 working days) |
| 16-20 years | 5 weeks vacation | (25 working days) |
| 21-retirement | 6 weeks vacation | (30 working days) |

SECTION II. Member of the Uniformed force assigned to Special details, Fire Prevention, Training, shall be granted seven (7) days for each week vacation.

SECTION III. In the event a firefighter dies without having taken his vacation in any calendar year, his estate will receive his pay for two (2) pay periods. In the event any vacation has been taken in that calendar year, a pro-rated adjustment shall be made.

SECTION IV. In the event your last work week falls in two calendar years, that week shall be considered one week.

SECTION V. Calendar year shall be defined as January 1st to December 31st.

UNION PRIVILEGES

ARTICLE #1. The Union shall have the right to visit firehouses 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.

ARTICLE #2. Copies of all general orders, rules and 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.

ARTICLE #3. The Union may use the Fire Department mail or message routing system and may use firehouse and Fire Department mail boxes. Such use shall be reasonable.

IDENTIFICATION CARDS

ARTICLE #1. Employees shall be provided with a valid Uniformed Fire Department identification card. The cost involved for the making of these cards to be borne by the Employer.

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LONGEVITY

sect. 1

In addition to salary a longevity payment shall be paid. Such longevity pay 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 weeks as part of salary.

sect. 2

Longevity Scale

2½% after first 5 years
3% after 6 years
3½% after 7 years
4% after 8 years
4½% after 9 years
5% after 10 years
5½% after 11 years
6% after 12 years
6½% after 13 years
7% after 14 years
7½% after 15 years
8% after 16 years
8½% after 17 years
9% after 18 years
9½% after 19 years
10% after 20 years

PERSONAL DAYS

SECT #1.

All Officers and Members of the Department shall be granted three (3) personal days per year.

PAY PARITY

The Township agrees to maintain the existing parity in pay between all current ranks in the Fire and Police Departments. Any adjustment of pay for any rank will be applied on a parity basis to all other ranks.

SICK TIME

SECT #1.

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

- Members will be paid for one half of the total amount of sick days accrued from the year 1963 to date to termination of employment, if termination occurs while in good standing, at a rate equal to the highest salary attained at the time of termination of employment by that member terminating his employment excluding overtime.
- Members will be paid the remaining fifty (50) percent of the accumulated sick days as terminal leave; payment to be made at a rate equal to the highest salary attained by that member terminating his employment, if termination occurs while in good standing and excluding overtime.
- Payments made in accordance with above shall be made by lump sum on the day of termination of employment or the nearest payday thereafter.

SECT #2.

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

SECT #3.

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

SECT #4.

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

SECT #5.

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

ECT #6.

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

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

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

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

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

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

ECT #7.

Service connected disabilities shall be treated in the following manner:

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

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

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

ECT #8.

Any member of the Department who reports in for duty and subsequently reports off duty due to illness within half the duty shift start will be charged against sick time only those hours actually not worked. Members who report off sick after this four hour limit will not lost any sick time.

ECT #9.

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

ECT #10.

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

SICK TIME

sect. 11

At the start of each calendar year every employee shall receive, in writing, the total accumulated sick days he has to his credit. This shall be sent to each employee during the month of January.

PERSONNEL FILES

sect. 1

There shall be one Edison Fire Dept. employee file. This file shall consist of all personal data concerning the employee. The Chief of the Fire Dept. shall assign a member of the Dept. to act as custodian of these files. The employer shall notify the employee within two weeks time of any material considered to be detrimental to the employee which is to be included in the file. The employee shall have the right to examine said material and include in the file a rebuttal.

sect. 2

Any employee shall have the right to review his file ^{BY} ~~without~~ giving notice during regular business hours. Any detrimental material can be removed through the grievance procedure.

sect. 3

No person shall be premitted to review said personnel file except the Chief and Deputy Chief of Dept., the custodian of the files, the Director of Public Safety or his designee(s) and the employee. Civilian assistants may add data to the personnel files under the direction and control of the custodian of the files.

sect. 4

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

OVERTIME

SECT #1.

Whenever an employee works in excess of his regular assigned work week or schedule, (see work week), he shall be paid for such overtime work at one and one-half times the hourly rate which he receives for his regularly assigned duty, except when two employees swap their tour of duties because of personal reasons, no compensation shall be granted. Overtime on a particular shift of less than thirty (30) minutes duration shall not be compensated for. Overtime in a shift in excess of thirty (30) minutes, and up to and including one (1) hour shall be paid for in the amount of one hour. Thereafter, overtime shall be paid for in segments of thirty (30) minutes.

SECT #2.

In the event that overtime is authorized by the Chief of the Department or his representative, it shall be worked by an employee of the same rank. For purposes of overtime work, an employee, when serving in an acting capacity in a higher rank, shall be considered as holding such rank.

SECT #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 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 Department shall provide an up-to-date roster so that employees will know when their turn is approaching. The roster shall show the date of call and response for each person called as to whether it was refused, on duty, no answer, sickness or vacation. The members of the Fire Prevention Bureau shall be excluded from this overtime roster. Their overtime duties shall be limited to the activities of the Fire Prevention Bureau.

SECT #4.

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

SECT #5.

All special details should be assigned to off-duty personnel whenever possible.

OVERTIME pg. 2

ACT #6. Employees who are ordered to remain at home or within the Township limits on off-duty hours shall be compensated for such time at the rate of eight (8) hours straight time per 24 hr. period, and in addition, shall receive overtime pay if so called.

ACT #7. Employees shall be excluded from the overtime roster when they are on vacation or on sick leave.

WELFARE AND PENSION BENEFITS

sect. 1 The Employer agrees to provide and cover all Employees in the Unit, including their dependents, with Blue Cross, Blue Shield, Rider J., and Major Medical Insurance or a Health Maintenance Organization (Rutgers Community Health Plan), and to pay for same, in accordance with present practices.

sect. 2 The Employer agrees to provide and cover all employees with Blue Cross Dental Plan, and to pay for same. Also to include dependents.

sect. 3 The Employer agrees to provide and cover all employees in the Unit, including their dependents, with a Perscription Plan

Sect. 4 All health benefits under this article shall be continued upon retirement.

CLOTHING ALLOWANCE

CT #1.

All employees of the Fire Department covered by this agreement shall be entitled to an annual clothing allowance as follows:

| | |
|------------------|---------------------|
| OFFICERS | \$600.00 |
| INSPECTORS | \$600.00 |
| FIRE DISPATCHERS | \$500.00 |
| FIRE FIGHTERS | \$450.00 |

The clothing allowance shall be payable the first pay in April.

CT #2.

The Township shall supply each employee of the Fire Department with Nomex turnout coats, rubber fire boots, fire fighter type helmets, gloves, *Eye Shields,* and Nomex turnout pants with boots, as may be needed from time to time. *all*

CT #3.

Any clothing, either dress or work clothes, or personal items damaged while in the performance of prescribed duties, shall be replaced or compensated by the township.

CT #4.

In addition to this allowance, the Township will pay for replacement or repairs to any part of a uniform damaged in the line of duty, including prescription glasses, and watches or time-pieces, the payment for watches not to exceed Fifty Dollars (\$50.00) and other payments not to exceed replacement cost.

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

ANNUAL SALARY

SECT. #1.

| | |
|-------------------------|-------------|
| First Year Firefighter | \$10,943.13 |
| Second Year Firefighter | 13,435.00 |
| Third Year Firefighter | 14,590.12 |
| Fourth Year Firefighter | 15,889.58 |
| Fifth Year Firefighter | 17,332.96 |
| Inspector | 19,066.26 |
| Captain | 20,972.89 |

SECT. #2. HAZARD DUTY PAY

It being recognized that the employment as a firefighter is a difficult and hazardous occupation, each and every Employee covered by this agreement shall receive the sum of Two Hundred (\$200.00) dollars per year payable in a one lump sum on or before April 15th of that year which monies shall be designated as Hazard Duty Pay

EDUCATIONAL BENEFITS

Fire Science

ECT #1.

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

ECT #2.

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

ECT #3.

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

ECT #4.

Any Employee who attains a Fire science degree shall receive, in addition to his specified salary, educational incentive pay to be added to such base salary for each and every year thereafter served the Department. The amount of such educational incentive pay shall be \$1000 (ten dollars) per credit.

so

Said educational in-

centive pay shall be paid initially in the first calendar year in which the Employee attains the degree.

ECT #5.

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

GRIEVANCE PROCEDURE

Grievances or disputes which may arise, including the interpretation of this agreement, shall be settled in the following manner:

- STEP #1. The union grievance committee, upon receiving a written and signed petition shall determine if a grievance exists. If, in their opinion no grievance does exist, no further action is necessary. The union may submit a grievance for an employee.
- STEP #2. If a grievance does exist, they shall, with the employee, present this grievance to the Chief of the Department or his Representative for adjustment.
- STEP #3. If no satisfactory agreement is reached within ten (10) business days, it shall be submitted to the Director of public safety who shall submit his decision within ten (10) days pertaining to the grievance.
- STEP #4. If within two (2) weeks of the transmittal of the written answer by the Business Administrator, the grievance is not settled to the satisfaction of both parties, either party to the agreement may request that the grievance be submitted to arbitration.
- STEP #5. In the event of any unresolved grievance, either party may submit it to P.E.R.C. for the appointment of an impartial arbitrator in accordance with their rules and regulations. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the 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 the parties. At all times through the grievance procedure, the aggrieved employee shall have right to representation by the union officials.

GRIEVANCE PROCEDURE

STEP #6. Grievances initiated by the Township shall be filed with the union within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing the grievance between the representative of the Township and the Union in an earnest effort to adjust the differences between the parties involved. In the event no such adjustment can be satisfactorily made, either party may file for arbitration in accordance with the provisions of this article.

Grievances shall be defined as complaint, view, or dispute involving the interpretation, application or violation of policies, agreements and administration decisions affecting them.

MILEAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business or as a necessity in the changing of station shall be compensated at the rate of \$0.12 per mile.

INSURANCE CLAUSE:

The employer agrees to have employees autos covered by liability and collision Insurance when said employee is directed to use his car to report to another station after his tour of duty has taken effect.

MANPOWER

Sect #1.

In order to protect the health and safety of the employees, there shall be a minimum of 16 Firefighters during any tour of duty manning stations and equipment currently staffed by bargaining unit employees.

Sect #2.

There shall be a minimum of 2 Captains on duty during any tour of duty. When no Captain is available to work overtime an Acting Captain shall be made according with the Acting Captain clause of this agreement.

Sect. #3.

In the event that manpower shall for any reason fall below the minimum strength as provided in section #1 and section #2 of this article, such shortage shall be filled by overtime work in accordance with the Article entitled Overtime.

Sect. #4.

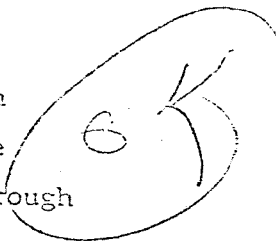
No Firefighter shall work alone at any time^{NE} on any tour of duty.

DEPARTMENTAL TRAINING

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

RULES AND REGULATIONS

The employer shall name three representatives and the Union shall name three representatives to sit as a committee to up-date the Fire Department Rules and Regulations. This will be accomplished through mutual consent during the term of this Agreement.

Handwritten initials "OK" inside a circle, located to the right of the text in the "RULES AND REGULATIONS" section.

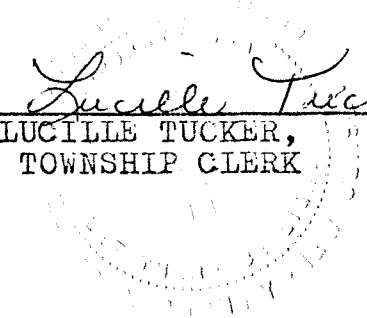
IN WITNESS WHEREOF, THE PARTIES HERETO SET THEIR HANDS
AND SEALS THIS 23rd DAY OF March 1978

FOR THE EMPLOYER:

THE MAYOR
TOWNSHIP OF EDISON

ATTEST:

BY:


Lucille Tucker
LUCILLE TUCKER,
TOWNSHIP CLERK

Anthony M. Yelencsics
ANTHONY M. YELENCSICS,
MAYOR

FOR THE UNION

INTERNATIONAL ASSN. OF
FIREFIGHTERS, (AFL-CIO)
LOCAL 1197

ATTEST:

BY:

George R. Campbell
GEORGE R. CAMPBELL, SECRETARY
IAFF LOCAL 1197

Henry Buerger
HENRY BUERGER, PRESIDENT
IAFF LOCAL 1197

William A. Keefe
WILLIAM KEEFE,
VICE PRESIDENT

Robert Yackel
ROBERT YACKEL,
TREASURER