

AGREEMENT

BETWEEN

TOWNSHIP OF EDISON

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL NO. 1197

January 1, 2001

through

December 31, 2004

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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 Department as covered in this agreement for collective negotiations concerning salaries, hours and other terms and conditions of employment for all FIREFIGHTERS, FIREFIGHTER/EMTs and INSPECTORS but excluding management executives as defined by the act and Superior officers.

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

The use of any male pronoun is intended to be equally
Exclusive Bargaining Agent for all the employees
of the Fire

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applicable to male and female employees covered by this Agreement.

ARTICLE 2

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

Section 1. This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected modified, altered or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment.

ARTICLE 3

DURATION

Section 1. This agreement shall be in effect as of January 1, 2001 and shall remain in full force and effect until December 31, 2005. 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

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mutually satisfactory agreement by February 3, 2005 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 duty 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 work 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 employee 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. For the period prior to January 1, 2003, each employee covered by this agreement shall be paid fifteen (15)

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holidays per year on the last pay day in October. For those whose employment is terminated before the completion of the year, payment shall be made on a pro-rated basis. As of January 1, 2003, payment for holidays shall be paid in accordance with Section 4.

Section 2. The following shall be holidays under this agreement: New Year's Eve (3 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 (N day), Christmas Day, Martin Luther Kings Birthday.

Section 3. When the Mayor of Edison declares a holiday or when the municipal offices 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 4. For the period prior to January 1, 2003, the Holiday pay factor shall be computed on the basis of 243 work days divided into the base salary, (X) times fifteen (15) days, equals (=) holiday pay. For example, the 2001 holiday pay for a Fire Fighter 5 hired before December 31, 1997 is computed by dividing the base salary of \$66,142.00 by 243 working days multiplied by 15 days for a total holiday pay of \$4,082.84.

Effective January 1, 2003, the holiday pay factor shall be computed on the basis of 180 work days and shall be rolled into the wage scale. For example, the holiday pay for a Fire Fighter 5

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hired before December 31, 1997 shall be computed by dividing the base salary of \$72,582 by 180 working days multiplied by 15 days for a total holiday pay of \$6,048 to be rolled into the wage scale, as reflected in Article 27, Section 1 for the year 2003.

Section 5. 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% times his hourly rate of pay. For the purpose of computing salary, all holiday's 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 unusually close relationship with the employee.

Section 3. An Employee shall also be granted a reasonable amount of time off with full pay for the purpose of travel time if

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the funeral is out of state. Such time off is subject to the approval of the Chief of the department. special cumstances, requires additional funeral leave, the employee may make application to the Chief of the department for additional funeral leave. The granting of such leave 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 within the Township of Edison.

ARTICLE 8

SAFETY AND HEALTH

The Township and the Union agree to cooperate to the fullest extent in the promotion of SAFETY. Two (2) employees representing the Union and two (2) employees representing the Township shall comprise the safety and health committee. The committee will meet monthly and discuss safety and health conditions of the fire department. Both the Township and Union shall have the right to

Section 4.

In any instance where an employee, due to shall not be

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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 proceedings arising out of the performance of the employee's duties, the Township shall provide such employee with the necessary means for the defense of such action or proceeding and shall pay to satisfy any judgment entered against said employee. 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

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fire station which may be used by the Union 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 responsibilities and carries out the duties of a position or rank above that which he normally holds, shall be paid at that 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 for information

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welfare benefits for twelve (12) weeks pursuant to the Federal Family Medical Leave Act (FMLA). In the event of any emergency, only reasonable notice for such request shall be required.

Section 2. Leave of absence beyond a total consecutive maximum period of six (6) months may only be approved by the Business Administrator, which approval may not be unreasonably denied.

ARTICLE 15 EXCHANGE OF SHIFTS

Section 1. Any employee may upon request to the officer in charge of the department or his duty officer be granted special leave with pay for any days on which the employee is able to secure another employee to work in his place provided:

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

ARTICLE 16 SENIORITY LIST

Section 1. The Township shall establish a seniority list of the permanent uniformed fire department personnel and it shall be brought up to date by the Township of Edison fire department on

January 1st of each year and to be posted immediately in all fire stations. The seniority list shall be placed into the official station journal, and a copy forwarded to the Union.

Section 2. Unless an objection to the seniority list as

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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 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,

's officers, members, agents, or principals will not engage in or sanction strikes.

Section 3. The union and it's officers shall only be held liable for unauthorized acts of the employees covered by this agreement as determined by competent authority in proceeding.

shall be considered part of seniority at the completion

of the

an appropriate

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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 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.

enter into any

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and that such new

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ARTICLE 22 UNION BUSINESS LEAVE

Section 1. The five (5) members of the Union negotiating committee shall be granted time off from duty and shall suffer no

loss of regular pay for all meetings between the township of Edison and the Union for the purpose of negotiating the terms of an agreement, when such meetings take place at a time during which such members are scheduled for his tour of duty.

Section 2. Three (3) representatives of the Union (the union President and his designees) shall be granted time off from duty and suffer no loss of regular pay for all meetings between the administrative officials of the Township of Edison or the Chief of the department, for the purpose of processing grievances, when such meetings take place at a time during which such union representatives are scheduled to be on duty.

Section 3. Six (6) officers of the Union (President, Vice Presidents, Recording Secretary, Treasurer, Chief Steward) shall be granted time off from duty and suffer no loss of regular pay for all meetings of the Union executive board and the membership meetings of the union, when such meetings take place when such officers are scheduled to be on duty.

Section 4. The Union agrees to use every effort to schedule meeting so as to minimize the number of employees granted time off from duty.

Section 5. Appointed union delegates not to exceed three

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(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.

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ARTICLE 23 VACATIONS

Section 1. For Fire Fighters hired before December 31, 1997, the following schedule shall be observed:

1-5 Years	2	Weeks Vacation	(6 working days)
6-10 Years	3	Weeks Vacation	(9 working days)
11-15 Years	4	Weeks Vacation	(12 working days)
16-20 Years	5	Weeks Vacation	(15 working days)
21-Retirement	6	Weeks Vacation	(18 working days)

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

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

1-5 Years (5 working days)

6-10 Years (7 working days) 11-15 Years (10 working days) 16-20 Years (13 working days)

As firefighting employees hired before December 31, 1997 retire or leave the employ of the Township or are promoted outside of the negotiations unit represented by Local 1197, the most senior employee hired after January 1, 1998 will be treated for vacation pay purposes under Section 1 so that the number of employees eligible to receive vacation benefits under Section 1 will remain

frozen at the number of active employees employed by the Township in the negotiations unit represented by Local 1197 on December 23, 1992.

Section 3. Members of the uniformed force assigned to the

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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 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:14-1.37.1.

Section 5. In the event the last work week falls into two (2) calendar years, that week shall be considered one (1) week. 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 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.

shall receive his pay for two (2) pay periods.

In the event any

(24) hours of

Section 4. Upon its implementation of a new digital radio

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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, 1997 shall be granted three (3) personal days per year.

Section 2. All fire fighters hired after January 1, 1998 shall be granted personal days as follows;

1-10 Years (1 personal day)

11 to retirement (2 personal days)

Section 3. All employees, hired before December 31, 1997, assigned to non-tour duty in the Bureaus of Fire Prevention and Training shall be granted ten (10) personal days per year.

Section 4. All employees, hired after January 1, 1998, in the Bureaus of Fire Prevention and Training shall be granted eight (8) personal days.

Section 5. As employees hired before December 31, 1997, retire or leave the employ of the Township or are promoted outside the negotiations unit represented by Local 1197, the most senior

employee hired after January 1, 1998 will be treated for purposes of personal days under Sections 1 and 3, applicable to employees

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hired before December 31, 1997, so that the number of employees eligible to receive personal days under Sections 1 and 3 will remain frozen at the number of active employees employed by the Township in the negotiations unit represented by Local 1197 on December 23, 1992.

Section 6. All personal days shall be submitted on vacation forms, at least one (1) day prior to the day being requested off, take effect, the employee shall report personally or call by telephone the Chief of the department or the Deputy Chief of the department.

ARTICLE 27

ANNUAL SALARY

Section 1. All employees covered by this agreement shall receive a 3.8 percent increase for 2001, an increase of \$300.00 and a 3.9 percent for the year 2002, a 3.9 percent increase for the year 2003 and, a 4.0 percent increase for the year 2004. For 2003, firefighters shall receive an increase of \$825.00 and inspectors retroactive to January 1st of the respective year.

The wage scale for employees hired before December 31, 1997 shall be:

2001 2002 2003 2004

Firefighter 1 41,759 43,699 50,115 52,120 Firefighter 2 51,268 53,579 61,236 63,685 Firefighter 3 55,676 58,159 66,391 69,047 Firefighter 4 60,635 63,311 72,190 75,078

(for non-emergency) . For emergencies the following procedure will

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shall receive

an increase of \$900.00. All monies shall be

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Firefighter 5	66,142	69,033	78,630	81,775
Inspector	74,410	77,624	88,385	91,920

Section 1 (a) . The starting rate for new hires hired after January 1, 1998 shall be \$27,866. Effective January 1, 2002, the new hire rate shall be \$29,391. Effective January 1, 2003, the new hire rate shall be and remain at \$32,809. Upon satisfactory completion of the initial six-month training period, new hires will advance to Firefighter 1 which shall be set midway between the starting rate and Firefighter 2. Employees hired prior to July 1, of any year shall advance to Firefighter 2 effective the following January 1. Employees hired after July 1 of any year shall advance to Firefighter 2 effective January 1 of the year following their one-year anniversary date. Thereafter, firefighters hired after January 1,1998 shall advance through five (5) equal annual service increments, the last of which will be equal to the Firefighter Five-Service Step of employees hired prior to January 1,1998, as follows:

		2001	2002	2003	2004
Hiring Rate		27,866	29,391	32,809	32,809
Firefighter	1	31,497	33,100	37,547	38,431
Firefighter	2	35,127	36,809	42,360	44,054
Firefighter	3	41,331	43,255	49,616	51,600
Firefighter	4	47,534	49,700	56,870	59,144
Firefighter	5	53,737	56,144	64,124	66,689
Firefighter	6	59,940	62,589	71,379	74,234
Firefighter	7	66,142	69,033	78,630	81,775
Inspector		74,410	77,624	88,385	91,920

Section 2. Inspectors R.C.S. shall in addition to the above annual salary shall receive an additional \$1,000.00 to be included

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as part of annual salary for the purpose of computing pension benefits. The Fire-Sub-code official or acting sub-code official who has attained a state of New Jersey license for Fire Protection Inspector R.C.S. or I.C.S. or H.H.S. shall in addition to the above annual salary receive \$2000.00 to be included as part of annual salary for the purpose of computing pension benefits.

Section 3. Fire fighters who have completed 22 service shall be entitled to a senior fire fighter differential anniversary date, which shall not be deemed part of their base pay for purposes of calculating the rank differential between fire fighter, and any 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 employees 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 (234%) after the first five (5) years. One-half (3~) percent additional every year thereafter until such time as the employee retires from the Edison Fire Department.

Effective April 1, 1998, employees receiving longevity years of

benefit equal to 6.25% of their base commencing on their

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

ARTICLE 29

SHIFT DIFFERENTIAL

Section 1. A shift differential of seven percent (7%) above base salary including longevity shall be paid to all employees who work a rotating shift. Said differential will be paid quarterly and will only be paid for time actually worked.

ARTICLE 30

CLOTHING MAINTENANCE

Section 1. The Employer shall supply each employee covered by this Agreement with a Nomex turnout coat, rubber fire boots, firefighter type helmet with full face shield, gloves, flashlight and batteries, and Nomex pants with boots, as may be needed from time to time. All goods must comply with the New Jersey Public Employee Occupational, Safety and Health Act.

Section 2. The township will pay for the replacement or repair to any part of the uniform either dress uniform or work clothing damaged in the line of duty, including prescription eye glasses, and watches or time pieces, payment for watches not to exceed Fifty dollars (50.00) and other payments not to exceed the replacement cost of Township issued equipment. It must be clearly demonstrated by the employee that said watch, time-piece eyeglasses were damaged in the line of duty.

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Section 4. 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 data and disciplinary data. A separate file shall be maintained for the employee's medical and disability data pursuant to the American With Disabilities Act. The 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 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

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concerning the employee, such as achievement records, employment

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file by giving notice during regular business hours.

Any

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Department, the custodian of the files, the Director of Public Safety or his designee and the employee. Civilian assistants may add data to the 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 files 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 the 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 constituted 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 to, 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.

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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.

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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. Any list of employees eligible for any such promotion shall be

posted and a copy thereof provided to the union. Such list of

Township Ordinance on Promotions is hereby incorporated in this Agreement by reference.

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 eligibility shall contain its length of duration. The

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to reside within the boundaries
of Edison Township or the
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boundaries of Middlesex County, New Jersey. ARTICLE 34
MILAGE ALLOWANCE

Employees required to use their private vehicles for Fire Department business or as a necessity in
changing of Fire Stations shall be compensated at the rate of \$0.325 per mile.

ARTICLE 35

DEPARTMENTAL TRAINING

In-service training shall be made available to all employees on departmental time as scheduled
by the chief of the Fire Department. Employees who participate in training programs on their off
duty time shall be compensated for time spent in the program by either monetary payment or
time off from duty.

ARTICLE 36

WORK UNIFORMS AND EQUIPMENT Section 1.

(a) The dress uniform shall only be worn for departmental inspections, funerals and such other
details as may be prescribed by the Chief of the Fire Department. There shall not be more than
two (2) departmental inspections per year, employees excused from this inspection are those on
sick leave or employees on vacation. The Chief of the Department shall inform all employees of
the Fire Department in advance of an inspection.

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(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.O.S.H.A., the Township is responsible for the purchase and replacement of one station uniforms per year.

(d) The Employer will develop and promulgate a procedure for verification of loss or damage to employee goods, clothing or equipment while in the line of duty and the prompt replacement thereof.

ARTICLE 37

WORK WEEK

Section 1. Except as provided in Section 2 below, For employees who perform fire fighting duties, the work week shall consist of 42 hours, averaged out over 4 weeks, as follows: twentyfour (24) hours on duty immediately followed by seventy-two (72) hours off duty.

Section 2. Effective September 1, 1996, in the event the Township creates four additional fire suppression positions and hires four additional firefighters the Township may assign four fire fighters, to the forty hour week work schedule outlined below. Firefighters assigned to forty-hour week work schedules shall work four ten hour days on a rotating schedule, Monday through Friday, from 7 a.m. to 5 p.m., so that the fire fighters' weekday off shall change to the following day each week. Personnel shall be assigned to individual rotations. Senior personnel may bid for this schedule

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and, in the event there are unfilled positions, junior personnel shall be assigned to this work schedule:

S	S	M	T	W	T	F
O	0	0		W	W	W
O	0	W	0	W	W	W
S	S	M		W	T	F
o	0	W	W	0	W	W
O	0	W	W	W	0	W
O	0	W	W	W	W	0

- a. Holidays which fall on Monday through Friday shall be considered a work day and those personnel working the holiday shall be entitled to two extra hours of overtime pay for each holiday worked.
- b. Each firefighter assigned to this schedule shall be entitled to six ten-hour personal days per year.
- c. Each firefighter assigned to, this schedule shall be vacation weeks shall be equal to the number of weeks currently granted based on the length of service.
- d. Each firefighter assigned to this schedule shall be limited to two weeks vacation in prime time.
- e. Each firefighter assigned to this schedule shall be entitled to fifteen sick days per year.
- f. Personnel requesting funeral leave shall be entitled to four consecutive working days off for relationships listed in Article 6, Section 1. Personnel shall be entitled to one working day off for each relationship listed in Article 6, Section 1. Personnel shall be entitled to six ten-hour days per week of vacation.

The number of

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day off to attend the funeral of relationships listed in Article 6, Section 2.

g. Personnel assigned to this schedule shall not be entitled to shift differential for normally scheduled hours or for overtime work of less than two hours after the end of their normally scheduled shift.

h. All other terms and conditions of the collective negotiations agreement shall apply to firefighters working the above-schedule and the collective negotiations agreement shall remain in full force and effect.

i. As new firefighters are hired after the creation of the four forty-hour firefighting positions referred to in this section, firefighters assigned to forty-hour shifts will be given the opportunity to bid on twenty-four hour shift positions and newly hired firefighters will be assigned to vacant forty-hour positions so that the number of forty-hour positions will not exceed four.

Section 3. The work week for the Bureau of Fire Prevention and the Training Bureau shall consist of forty (40) hours, starting time shall be 8:00 a.m. and quitting time shall be 4:00 p.m. Monday through Friday. There shall be one (1) hour allowed for lunch each day.

ARTICLE 38

AGENCY SHOP

All employees covered by this agreement must as a condition of employment pay the regular union dues or the statutory authorized fee to the union. The Employer shall continue to collect the union

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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 seniority during such period of service not to exceed four (4) years. Upon termination of such services, the employee will be reemployed 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.

shall be given a leave of absence for,
and will accumulate

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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

The Employer shall name three (3) representatives, 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 (1.5) times the hourly rate which he receives for his regular assigned duty. Except when two employees swap their tour of duties because of

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and the

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personal reasons, no compensation shall be granted for regular four hours.

Section 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 the purposes of overtime work, an employee, when serving in an acting capacity in a higher rank, shall be considered as holding 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 onehalf (134) times their regular rate of pay. The Union shall establish and maintain an overtime roster of employees on a seniority basis. Whenever overtime is required, shall be rotated among the employees on the roster with the goal of equalizing fire fighting overtime. If an employee refuses an assignment to work overtime, he shall be considered as having worked such assignment for the purpose of maintaining a proper order of rotation for any future assignment. The Union shall provide an up-to-date roster so that employees will know when their turn is approaching. The roster shall show date of call and the response for each person called as to whether was refused, on duty, no answer, sickness or vacation. Employees shall be excused from the overtime roster when they are on vacation or job related sick leave.

Section 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 -30-

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the township limits on off-duty hours shall be compensated for such at the rate of (8) hours at one and one-half (13) 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 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 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 I. 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 from performing volunteer fire or ambulance services within Township or outside the Township under mutual aid agreements from performing administrative duties for volunteer fire the and

or

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insurance plan. The Township shall give the Union notification of

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all respects, than the current coverage now in effect, and that if an employee wishes he or she may become a member of an Health Maintenance Organization (H.M.O.) (RUTGERS COMMUNITY HEALTH PLAN) or equivalent, in accordance with the present practice now in effect.

Section 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 cost to the employee with an employee co-payment of \$2.00 per prescription and without a deductible clause.

Effective January 1, 2002, the co-payment shall be increased to \$3.00 per prescription.

Section 4. The Employer agrees to provide and cover all employees and their dependents, with an optical plan. The township agrees to upgrade the present optical plan as soon as possible. Section 5. Life Insurance Policy - The Employer agrees to

provide at no cost to the employee, a life insurance policy in the amount of Ten Thousand (\$10,000) Dollars. The policy shall cover Life, Accidental death, and Dismemberment. The amount will be reduced by 50. at age 65, and again by 50% at age 70. Accidental death and disability terminates upon retirement. This policy shall be issued without medical evidence of insurability. A copy of this policy shall be presented to the Union.

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Section 6. All health benefits as set forth in this article shall continue in full force and effect for retired employees and

their dependents to the extent that the law permits. All health benefits shall continue in force until a deceased employees spouse remarries and or all dependent children reach the age of twentythree (23) years.

Section 7. The Employer may elect to provide an alternative provided such alternative plan is at least equivalent to or better than those overages specified hereinafter.

Section 8. Each employee may voluntarily elect, effective

July 1, 1998, to reduce the insurance coverage directly provided by the Township for the employee and/or his/her family in order to avoid dual coverage by the Township and the employee's spouse's coverage (other than the Township). The employee has the option to reduce or eliminate his/her number of members covered (i.e family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Township, the employee shall receive fifty (50%) percent of the difference between the original coverage premium under COBRA for the period of time the employee receives the reduced coverage, which shall not be less than twelve (12) consecutive months. The employees shall, prior to receipt of such payment, provide certification of spousal insurance coverage. The health benefit to those specified in section 1 through 4 above,

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employee may return to previous coverage status by providing the Township Administrator with written notice at least 90 days prior

to the open enrollment period. ARTICLE 44

EDUCATIONAL BENEFITS

Section 1. Any employee who attends school shall be reimbursed for the cost of the tuition and academic fees for all

courses taken in the field of Fire Science or in the pursuit of a formal Fire Science program leading to a degree. Such courses and programs shall be subject to the recommendation of the Chief of the Fire Department with the prior approval by the director of Public

Safety. A copy of the paid tuition and fee bill shall be

to the business administrator for reimbursement.

Section 2. Tuition and academic fees will not be reimbursed

in cases where a grade of less than "C" is attained.

Section 3. Text Books reimbursement for courses meeting

requirement of section 1 of this article shall only be those text books that are officially required by the school. Reasonable attempts shall be made to accommodate an employee including revising their hours of employment in order that said courses or course may be successfully completed.

Section 4. Each employee who is endeavoring to obtain a

Fire Science or related degree shall receive educational incentive pay in the amount of fifteen (\$15) dollars per credit per year. Commencing when said employee earns forty (40) credits and shall be

submitted

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paid annually for each additional credit earned at fifteen (\$1.5) dollars per credit per year to a maximum of one hundred (100) credits, the employee would continue to receive payment for those and any other additional credits earned, up to one hundred (100) credits. Credits earned in any given calendar year shall be deemed to have been earned on January 1st of that year and the employee shall be paid accordingly.

Section 5. All other sources of funding (Federal, States etc.) should be exhausted prior to application to the employer for reimbursement. Materials concerning such opportunities will be posted by the employer on appropriate bulletin boards.

Section 6. All Schools shall be posted in advance and the union shall receive a copy of the posted notice as much in advance as possible. The scheduling of schools will be superseded by the scheduling of vacation days.

Section 7. The employer agrees to pay an additional one hundred (\$100) dollars to any employee who attains a bachelors degree in Fire Science.

Section 8. The employer agrees to reimburse Fire Fighter/Emergency Medical Technicians (EMT's) for recertification to maintain their EMT certification, providing they use it in the performance of their duties such as fire rescue.

ARTICLE 45

SICK TIME

Section 1. Employees in the Bureau of Fire Prevention and -35-

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Training will be granted 120 (one hundred twenty) hours of sick leave per year and Fire Fighters shall be granted 168 (one hundred sixty eight) hours of sick leave per year. Sick time shall be cumulative and each employee shall be paid for such accumulated time in the following manner:

a) If termination occurs while in good standing, employees will be paid for one half of the total amount of sick leave accrued, up to 2184 hours, at the rate equal to the highest salary attained at the time of termination of employment by that employee, excluding 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) Effective January 1, 2003, no employee shall receive payment for sick leave at the time of retirement or termination in excess of 2184 hours or the amount of sick

2002, which ever is greater.

d) Effective January 1, 2003, 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 a maximum of 1.68

leave accumulated by the employee as

of December 31,

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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. A 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 whether the illness precluded the employee's 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. determination as to performance of his

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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

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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 during the periods as set forth herein.
- (d) The employer shall have the option to implement a

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

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disability insurance program which shall supersede

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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'

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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 any employee claiming any Workers' Compensation benefits

or compensation under this subsection to provide physicians verification.

Section 9. Any employee covered by this agreement who reports on duty and subsequently reports off duty due to illness within half of the duty shift starting, will be charged against sick time only for those hours actually not worked. Employees who report off sick after working one-half (34) their shift lose any sick time.

Section 10. Whenever certification of illness is required to be made by the township appointed physician under the terms of this article, said physician's decision shall be final. Section 11. At the start of each calendar year every employee shall receive in writing the total accumulated sick leave will not

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hours credited, this shall be sent to each employee during the month of January.

ARTICLE 46

GRIEVANCE PROCEDURES

(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

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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 the Fire Chief or his/her designee and the Township's Director of Law. Notice of said complaint shall be given to all interested or affected persons, including superior officers in the claim of command.

(3) Upon the filing of a complaint(s) pursuant to paragraph two (2) above, the chairperson of the employees grievance

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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 findings, 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

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and signed by the Director of Public Safety, the Chief of Fire, the Chairman of the Employees' Grievance Committee or Union President and the aggrieved party (s) . If the Director is unable to obtain an amicable settlement, he shall within ten (10) days render a written decision resolving the dispute which written decision shall be served upon the respective parties.

(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 to obtain 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 written decision, demand in writing,

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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 right of an employee or the Union to appeal said Business Administrator's decision by means of legal proceedings in the courts of this state and the United States. 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 (10) 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 their Rules and Regulations. The

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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

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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 officials or a union attorney.

ARTICLE 47

RE-OPENER CLAUSE

in the event that any other township employee receives any economic or non-economic benefit greater than, or in addition to those provided herein, the Union at it's option may reopen this contract for further negotiations.

ARTICLE 48

DRUG TESTING

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

court of competent jurisdiction deems the random testing of

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ARTICLE 49
FIREFIGHTER/EMTS

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

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

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

Firefighters/EMTs, if the equipment is to be used for emergency separated and a crew member shall not be assigned to ride alone in

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

Section 5. As part of the general liability insurance coverage provided by the Township, the Township shall provide Firefighters/EMTs with professional malpractice insurance. Section 6. The Emergency Medical Technician's differential shall be set at six percent (6%) of base salary for E.M.T.-D and seven percent (7%) of base salary for Senior E.M.T., effective and retroactive to January 1, 2001. The Emergency Medical Technician's differential shall be payable to thirty-six EMTs who bid to be part of the rotation at the beginning of the year by seniority, first among the EMTs who participated in the rotation during the prior year, and then, among EMTS who did not participate in the prior year's rotation.

(a) Firefighter/EMTs will be eligible for the Senior EMT differential after five years employment as a firefighter and five

years as an EMT provided they are beginning of the year.

(b) The Township will equitably rotate the opportunity work as a Senior EMT among all eligible firefighter/EMTs.

(c) One eligible firefighter/EMT shall be designated as Senior EMT on each rescue vehicle. In the event that there are no part of the rotation at the

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eligible firefighter/EMTs assigned to a fire rescue vehicle, the Township will designate a firefighter/EMT to perform the duties of a Senior EMT but without additional compensation.

ARTICLE 50

EMERGENCY RECALL

For purposes of emergency recall, the Township shall implement an Interactive Community Notification System for all employees who reside within three (3) miles of the borders of the Township. In the event of an emergency, the Township will activate the system. Employees will respond by telephone and will be assigned in order of their calls to fill the need. Normal overtime will continue to be filled, pursuant to Article 43, Section 2.

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In witness thereof, The parties hereto set their hands and seals this
Z71 day of ~ C*tb,en 2001.

For the employer Township of Edis

By:

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Scott Law

2nd Vice president

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In witness thereof, The parties hereto set their hands and seals this day of 2001.

For the Employer For the Union

Township of Edison I.A.F.F. Local 1197

By: By:

GEORGE SPADORO, Mayor ROBERT D. YACKEL, President

By:

DOUG KOSUP

1st Vice President

By:

PETER McELROY

2nd Vice President

By:

PATRICK LEONARD, Secretary

By:

MARK ANACKER, Treasurer

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