

A G R E E M E N T

Between

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

and

CRANFORD FIRE OFFICERS ASSOCIATION

January 1, 2006

through

December 31, 2010

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DESIGNATION OF PARTIES

THIS AGREEMENT, made and entered into this 9th day of January, 2007, effective as of the 1st day of January 2006 between the Township of Cranford, County of Union, a municipal corporation of the State of New Jersey, hereinafter called "Township",

and

Cranford Fire Officers' Association, Cranford, New Jersey hereinafter called "CFOA" or "Union".

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ARTICLE 1

PREAMBLE

SECTION 1. PURPOSE OF AGREEMENT

The Township and the Union agree that it is the general purpose of this Agreement to promote the mutual interests of the Township and its Employees, to maintain the existing harmonious relationship between Township and its Employees in the Department of Fire, to provide for the operation of the services provided by the Township under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, avoidance of interruptions of services, establish an equitable and peaceful procedure for resolution of differences, and establish rate of pay, hours of work, and other terms and conditions of employment. The parties to this Agreement agree to cooperate fully to secure the advancement and achievement of these purposes.

SECTION 2. PUBLIC EMPLOYEES

The Department of Fire and the individual members of the CFOA agree to regard themselves as Public Employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct so as to merit the respect and confidence of the general public.

SECTION 3. MANAGEMENT PERSONNEL

The members of the Cranford Fire Officers' Association, individually and collectively, are to regard themselves as management personnel, conduct themselves, represent the Department of Fire and the Chief of Fire, supervise Department of Fire personnel, and carry out managerial duties and responsibilities in a manner consistent with generally accepted management theory and practice.

ARTICLE 2

RECOGNITION

SECTION 1.

The Township hereby recognizes the Cranford Fire Officers' Association as the sole and exclusive negotiating agent of the Collective Bargaining Unit for all regular, full-time, permanent "duly sworn firemen" of the commissioned rank of Fire Captain and Fire Lieutenant of the Department of Fire for purposes of collective bargaining with respect to rates of pay, hours of work and other terms and conditions of employment for all Employees in the Cranford Fire Officers' Association bargaining unit, but excluding the Chief of Fire, Deputy Fire Chief(s), Assistant Fire Chief(s), Firefighter(s), Fire Inspector(s), Fire Mechanic(s), clerical Employee(s), and all other Employee(s) of the Township.

SECTION 2.

The term "Collective Bargaining Unit" as used herein shall include all Officers set forth hereinabove regardless of whether Employees are members or non-members of the Cranford Fire Officers' Association.

SECTION 3.

The term "Employee" as used herein shall mean Employees represented by the Bargaining Unit.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States

and any modifications made thereto, and any ordinances and resolutions passed by the Township - elected or appointed governing body.

SECTION 2.

- A. The Union recognizes that the Township's rights to manage its affairs and direct its workforce and, within the existing framework of the Statutes of the State of New Jersey, to maintain the Township of Cranford in the County of Union as efficiently and at the lowest possible cost consistent with good management practices and fair labor standards.
- B. The Township has and is vested with all the customary and usual rights, powers, functions and authority of management.
- C. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Township.

SECTION 3.

All rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in the Township including, but without limiting the generality of the foregoing, are the right to: manage the Municipality generally; decide the number and location of facilities; decide all machine, tools and equipment to be used; decide the work to be performed; decide the services to be provided and the manner of providing them and the method and place of providing these services; move or remove a facility or any parts to other areas; determine the schedules of work; maintain order and efficiency in its facilities and operation; hire, layoff, assign, transfer and promote Employee(s); determine the qualifications for

Employee(s); determine standards of workmanship; determine and re-determine job content; determine qualifications and conditions for continued employment; determine the start and end times; determine the amount of supervision necessary; study and/or introduce new and improved methods, procedures, tools, equipment, etc.; discipline and discharge Employee(s) for cause; purchase the services of others, contract or otherwise; determine the amount and frequency of overtime to be worked and relieve Employees from duty for lack of work or for other legitimate reasons.

The Township has all other rights and prerogatives including those exercised unilaterally in the past subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

SECTION 4.

The Township retains the sole right to suspend, demote, discharge or take other disciplinary action for good and just cause according to law, provided that in the exercise of this right it will not act in violation of the terms of this Agreement.

SECTION 5.

The Township reserves the right to promulgate work rules and regulations in order to maintain order and discipline provided same are not inconsistent with the provisions of the Agreement.

SECTION 6.

The Union agrees that the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and

express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the Township of Cranford provided same are not inconsistent with the provisions of this Agreement.

SECTION 7.

The Township agrees that the rights of the Union are specifically listed herein, that all subjects not specifically listed herein are retained by the Township and that the Union further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether heretofore above listed or not.

SECTION 8.

The Township agrees the Management Rights Article shall not be used in any way to unfairly discriminate against any Employee(s) of the Union.

ARTICLE 4

NON-DISCRIMINATION

SECTION 1.

The Township and the Union agree that the provisions of this Agreement shall be applied equally to all Employees and there shall be no discrimination as to race, creed, color, national origin, ancestry, age, marital status, affectational or sexual orientation, familial status, disability, nationality, sex or political affiliation.

SECTION 2.

The Township agrees not to interfere with the right of Employee(s) to become members of the Union. There shall be no discrimination by the Township or any of its representatives against any

Employee(s) because of Union membership or because of any Employee(s) activity permissible under law or this Agreement in any official capacity on behalf of the Union.

SECTION 3.

The Union recognizes its responsibility as exclusive collective bargaining representative and agrees to represent all Employees in the Bargaining Unit without discrimination or interference.

SECTION 4.

All references in this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both male and female Employees.

ARTICLE 5

NO-STRIKE PLEDGE

SECTION 1.

The parties to this Agreement mutually recognize the services performed by Employees covered by this Agreement are services essential to Public Health, Safety and Welfare. The CFOA therefore covenants and agrees that during the term of this Agreement that there shall be no interruption of these services for any reason whatsoever by the Employees it represents, and that neither the CFOA nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or absence of an Employee(s) from his/her work or position, or stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of the Employee's duties of employment), work stoppage,

slowdown, walkout, sitdowns, stay-ins, sickouts, blue flu, any acts that interfere in any manner or to any degree with the services of any department of the Township. The CFOA further agrees that its members, upon the direction of the Department Manager or his/her designee, will respond to cover in the Township or in any other municipality where a fire emergency or rescue activity is in progress.

SECTION 2.

In the event of a strike, slowdown, walkout, or other form of job action, it is covenanted and agreed that participation in any such activity by any CFOA member shall be deemed grounds for disciplinary action, including termination of employment of such Employee(s).

SECTION 3.

The CFOA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned.

SECTION 4.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction, damages, or both, in the event of such breach by the CFOA or its members.

ARTICLE 6

MANPOWER

SECTION 1.

The Township has the sole and exclusive responsibility for

determining the manning strength of the Department of Fire and to determine the level of services and funding in order to protect the health, welfare and safety of residents and Employees.

SECTION 2.

In order to protect the health and safety of the Department of Fire Employees and the residents of the Township, the Township Committee shall make every reasonable effort to maintain the existing manpower of each shift.

ARTICLE 7

FIRE SAFETY PATROL AND OTHER DUTIES

Deleted.

ARTICLE 8

TRAINING

The Department Manager or his designee has the sole responsibility for determining the frequency, type, content, location, equipment utilization, time, and any other factors that go into developing, planning, programming and carrying out a realistic, effective training program.

ARTICLE 9

NOTIFICATION

SECTION 1.

The Township shall have the sole and exclusive right to develop, publish and issue general orders, special orders, procedures, rules and regulations.

SECTION 2.

The Township in proposing new rules or modifications of existing

rules governing working conditions shall be handled in accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended.

SECTION 3.

The Township shall furnish a copy of said general orders, special orders, procedures, rules and regulations to each Employee in the Bargaining Unit within twenty-four (24) hours of promulgation.

SECTION 4.

The Township reserves the right to petition the courts for clarification and resolution of issues raised by the New Jersey Employer-Employee Relations Act, as amended.

ARTICLE 10

GRIEVANCE PROCEDURE

SECTION 1. DEFINITION

The term "grievance" as used herein is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an Employee in the Bargaining Unit, the CFOA on behalf of an individual or group of individuals or the Township. Grievances are limited to matters of interpretation or application of express provisions or alleged violations of this Agreement.

SECTION 2. GENERAL

The Township and Union agree that the following constitutes the sole and exclusive method of resolving grievances between the parties over this Agreement [with the exception of Township initiated grievances which will proceed in accordance with Section 4 of this Article] and agree that each step as set forth herein shall be followed in its entirety or the grievance is forfeited,

unless any step is waived by mutual consent.

SECTION 3. GRIEVANCE STEPS

The aggrieved shall institute action under the provisions herein within ten (10) calendar days after the event giving rise to the alleged grievance and an earnest effort shall be made to settle the differences between the aggrieved Employee(s) and his supervisor for the purpose of resolving the matter informally. Failure to act within the said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance. If not satisfactory agreement is reached within three (3) working days, then it may be moved to Step 1.

Step 1.

In the event the grievance cannot be settled as set forth above, the aggrieved may submit in writing, on a form supplied by the Township, a notice of grievance to the Employee's immediate supervisor and such supervisor shall render a decision within three (3) working days after receipt of the grievance. If no satisfactory agreement is reached, then it may be moved to Step 2.

Step 2.

The written grievance may be filed with the Chief within three (3) working days on a form furnished by the Township. If a grievance is filed, the Chief must answer in writing within three (3) working days. If not satisfactory agreement is reached, it may be moved to Step 3.

Step 3.

If the aggrieved party is not satisfied with the disposition of his/her grievance at Step 2, he/she may submit the matter for review by the Township Administrator within five (5) calendar days

after receiving the decision in Step 2. The Township Administrator shall render a decision from the record before him/her, in writing, within ten (10) working days.

Step 4

If such grievance is not resolved at Step 3 above, the Employee may, within three (3) working days after the response from the Township Administrator, submit his/her grievance, in writing, to the Township Grievance Committee through the Township Administrator. The Township Grievance Committee shall hold a hearing on such grievance within twenty (20) calendar days after submission and shall have ten (10) calendar days thereafter to reach its decision with respect thereto. A representative of the CFOA may attend such hearing. The Township Grievance Committee shall set forth its finding and such conclusions in writing and shall submit a copy thereof to the CFOA. Failure to hold a hearing or submit an answer in writing under Step 4 shall move the grievance procedure to Step 5.

Step 5.

If such grievance is not settled at Step 4 above, it may be submitted for advisory arbitration in accordance with the provisions of Grievance Arbitration Article XI.

SECTION 4.

The Township may institute action under the provisions of this Article within ten (10) working days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the President of the CFOA and an earnest effort shall be made to settle the differences between the Township and the CFOA. If such grievance is not settled, it may be submitted for arbitration

in accordance with provisions of Grievance Arbitration Article XI.

SECTION 5. GRIEVANCE IN WRITING

All grievances shall be in writing on forms provided by the Township. The aggrieved party shall state clearly and concisely all facts which are the basis for the grievance and if the claim that any Articles of this Agreement that are involved, the aggrieved party shall specify such Articles. The grievance shall be dated and signed by the aggrieved party or parties.

SECTION 6.

Grievance hearings and conferences shall be held at the municipal building. Provided prior permission has been secured from the Chief of Fire, a representative from the CFOA whose presence is required to resolve grievances shall be released from work without loss of regular straight-time pay for the purpose of participating in such a grievance resolution and further provided that there shall be no interference with the operation of the Township. In addition, witnesses who are reasonable required for the purposes of appearing at a hearing shall, if prior permission is secured from the Chief, be made available during working hours, if necessary, without loss of regular straight-time pay for the purpose of appearing at hearings.

ARTICLE 11

GRIEVANCE ARBITRATION

SECTION 1.

A. Either party may request arbitration of an unsettled grievance. The party desiring arbitration must notify the

other party in writing of such desire within twenty (20) working days after the decision in writing is given under the last step of the grievance procedure provided for in this Agreement. In the event either party fails to serve such written notice of desire to arbitrate within twenty (20) working days of date of written decision, then the grievance shall be considered as settled on the basis of the written decision handed down in the last step of the grievance procedure.

- B. After receipt of a notice of a desire to arbitrate, the Township and CFOA shall attempt to agree on an arbitrator. If the Township and the CFOA are unable to so agree within seven (7) calendar days, or within a longer period if mutually agreed upon, then the grieving party may submit the matter to the Public Employment Relations Commission (PERC) requesting that an impartial arbitrator be selected in accordance with their rules and regulations.
- C. Only the Township or the CFOA shall have the right to submit a grievance to arbitration.

SECTION 2.

- A. Any grievance submitted for arbitration shall first be reduced to a written "Submission Agreement" detailing the dispute at issue. If the Township and the CFOA cannot agree upon the "Submission", each party, at least two (2) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute.
- B. The joint "Submission Agreement" shall be signed by the Township and the Officers of the CFOA. In the event separate

statements of the issues are submitted, the Township shall sign its copy and the Officers of the CFOA shall sign the CFOA statement of issue.

C. Unless otherwise agreed to by the parties to this Agreement, one (1) issue will be submitted to the arbitration in each case.

SECTION 3.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

SECTION 4.

The cost for the services of the arbitrator shall be borne equally between the Township and the CFOA. Any other expense shall be paid by the party incurring same.

SECTION 5.

It shall be the obligation of the arbitrator to the Township and to the CFOA to make his best effort to rule on cases heard by him/her within thirty (30) days after the hearing.

SECTION 6.

Arbitration hearings and conferences shall be held at the municipal building. Provided prior permission has been secured from the Chief, a representative from the CFOA, whose presence is required to resolve arbitrations, shall be released from work without loss of regular straight-time pay for the purpose of participating in such an arbitration hearing and further provided that there shall

be no interference with the operation of the Township. In addition, witnesses who are reasonable required for the purpose of appearing at the arbitration shall, if prior permission is secured from the Chief, be made available during working hours, if necessary, without the loss of regular straight-time pay for the purpose of appearing at arbitration hearings.

SECTION 7.

Nothing herein contained shall be construed to deny any individual his/her rights under any civil law or regulation or any local, State or Federal law.

ARTICLE 12

DISCIPLINE

Disciplinary action shall be held in accordance with the Fire Department Rules and Regulations, Chapter A266 of the Code of the Township of Cranford.

ARTICLE 13

SENIORITY

SECTION 1. DEFINITION

- A. An Employee must be regular, full-time, permanent, in full-pay status, and actively at work performing assigned duties to be eligible to accrue seniority.
- B. Such Employee's seniority shall date from the most recent starting date of continuous full-time employment with the Cranford Department of Fire. Such Departmental seniority shall accumulate until there is a break in service. Departmental seniority of an Employee who is reinstated after a period of layoff shall be continued retroactively but shall

exclude of the period of layoff.

- C. Seniority within the Bargaining Unit will be determined on a Department-wide basis and length of service in a permanently-held rank. Each Employee's standing in a Platoon seniority sequence shall be based on length of service in a permanently-held rank.
- D. An Employee shall be added to the seniority list on last date of hire and on last date appointed to currently held permanent rank.

SECTION 2. SENIORITY RIGHTS

An Employee's seniority shall entitle Employee only to such rights as are expressly provided for in this Agreement.

SECTION 3. EQUAL SENIORITY

- A. In the event two or more Employees have equal seniority, the Employee's seniority shall be determined on the basis of the total points amassed and used for making the appointment to the highest permanent rank held in the Department of Fire.
- B. In the event two or more Employees have equal total points or said data is not available, then the "high card draw" system shall determine the more senior Employee.

SECTION 4. PROBATIONARY PERIOD

- A. Any regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties promoted or transferred into or within the Bargaining Unit shall serve a probationary period of eighteen (18) consecutive calendar months from date of promotion or transfer uninterrupted by any type of service break during which time Employee will be termed "probationary".

- B. During said probationary period, an Employee shall be eligible for Employee benefits unless expressly prohibited otherwise in this Agreement. After Employee has successfully completed probationary period as a result of promotion or transfer, Employee shall be eligible for a designation of permanent promotion.
- C. During the probationary period, an Employee's performance shall be reviewed and evaluated in accordance with the then current procedures every six (6) months. Employee will continue in probationary status automatically unless Department Manager recommends to the Township Administrator to change Employee's status. Department Manager must make a recommendation at the end of said eighteen (18) month period to either make the promotion or transfer permanent or to recommend the Employee revert to the rank or position classification held at time of promotion.
- D. Probationary Employee's promotion or transfer may be reverted at any time by the Township in its sole discretion and neither the Employee so reverted nor the Union shall have recourse to a grievance filed over such reversion.

SECTION 5. PROMOTION TO SUPERVISORY POSITION

- A. An Employee promoted or transferred from a job classification in the Firefighter Collective Bargaining Unit to a supervisory position shall retain the seniority Employee had at the time of such promotion or transfer and shall continue to accumulate seniority while Employee is in such supervisory position for a period not to exceed eighteen (18) consecutive months from date of promotion or transfer.

- B. An Employee promoted or transferred as described in Subsection A. of this Section shall have the right to return to the Firefighter Collective Bargaining Unit and be placed on a job to which such seniority would entitle Employee as if the employment with the Department of Fire had remained unbroken; provided, however, if such Employee is discharged for cause, Employee shall not be eligible to return to the Firefighter Collective Bargaining Unit.
- C. An Employee promoted or transferred from a job classification in the Bargaining Unit to a higher supervisory position within said Bargaining Unit or from outside said Bargaining Unit shall retain the seniority Employee had at the time of such promotion or transfer and shall accumulate seniority while Employee is in such higher supervisory position inside or outside said Bargaining Unit for a period not to exceed eighteen (18) consecutive months from date of promotion or transfer.
- D. An Employee promoted or described in Subsection C. of this Section shall have the right to remain in or return to said Bargaining Unit and be placed on a job to which such seniority would entitle Employee as if the employment with the Department of Fire had remained unbroken; provided, however, if such Employee is discharged for cause, Employee shall not be eligible to return to the Bargaining Unit.

SECTION 6. LAYOFF AND RECALL

- A. Seniority shall prevail in cases of layoff, recall or demotion in rank due to a need for reduction in force for economic reasons. Demotion in rank due to need for reduction in force

for economic reasons and for layoffs shall be in the inverse order of appointment. Recall reinstatement shall be in reverse order of Employee's demotion and/or layoff.

- B. A demoted Employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which Employee was demoted in rank, shall be required to take the recall. Failure to take such offered position shall result in loss of all accrued rights to reinstatement to the higher rank.
- C. A laid-off Employee, if recalled to a job similar in work content and identical or higher in rate of pay to the job from which Employee was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and termination.
- D. Notices of recall shall be sent by certified or registered mail, or telegram to the Employee's last known address as shown on the Township's records. It shall be the obligation of the Employee to provide the Township with a current address and telephone number. A recalled Employee shall give notice of his intent to return to work within five (5) consecutive calendar days of date of notice, and shall return within fourteen (14) calendar days or his employment shall be terminated without recourse to this Agreement.
- E. In the event a recall is necessary on less than five (5) days notice, the Township may call upon laid-off Employee(s) either personally or by telephone until an Employee able to return to work is located. In such cases, the Employee able to return to work immediately will be given temporary assignment not to

exceed fourteen (14) days, and Employees passed over because of their inability to return to work immediately will be given notice to report for work at the end of said fourteen (14) day period.

SECTION 7. LOSS OF SENIORITY

- A. An Employee's seniority and employment shall terminate if:
1. Employee resigns; or
 2. Employee is discharged; or
 3. Employee fails to give notice of his intent to return to work within five (5) calendar days and/or fails to report to work within fourteen (14) calendar days after issuance of the Township's notice of recall by certified mail to the last know address of such Employee as shown by the Employer's records. It shall be the responsibility of the Employee to provide the Township with a current address; or
 4. Employee is absent from work for three (3) consecutive working days without notice to the Township and without a reason acceptable to the Township for such absence; or
 5. Employee overstays a Leave of Absence without advising the Township of a reason acceptable to the Township for such over-stay; or
 6. Employee gives a false reason in requesting a Leave of Absence; or
 7. A settlement with the Employee has been made for a total disability; or
 8. Employee is retired; or
 9. Employee is laid off or has not, for any reason, worked for continuous period of two (2) years; or

10. Employee falsified pertinent information on his application for employment; and
11. Employee participates in any strike, sitdown, stay-in, slowdown, curtailment of work, restriction of production or services, interference with the operation of the Township, or any picketing or patrolling during such time as Employee is scheduled to work during the term of this Agreement.

SECTION 8. VACATION

Seniority by rank of the members of the Bargaining Unit within the Platoon and, where appropriate, within a Bureau shall be the basis for determining preference of a vacation.

SECTION 9. LEAVE OF ABSENCE

The Employee who takes an authorized Leave of Absence from duty for more than two (2) consecutive twenty-four (24) shifts for reasons other than Family and Medical Leave, Family Leave, Military Leave, Sick Leave or Vacation or any other leave where denial of seniority would constitute a violation of law, shall not earn seniority during said authorized Leave of Absence.

SECTION 10. SENIORITY - EXEMPTION

Should a court or administrative tribunal of competent jurisdiction order the Township to take certain affirmative action to achieve compliance with an order or settlement of such appropriate tribunal, the Township shall be permitted to invoke such changes without regard to the seniority provisions of this Agreement and without resort to the Grievance Procedure by the Union or any Bargaining Unit member.

SECTION 11. SENIORITY LIST POSTING

The Township agrees to post and update annually a seniority list by

job classification seniority and Departmental seniority and provide a copy to the Union. An Employee's standing on the published list will be final unless protested to the Township Administrator's office not later than thirty (30) calendar days after the list has been posted on the bulletin board in the Township municipal building and Firehouse building.

SECTION 12. RESIGNATION

Employees who resign are requested to give thirty (30) days written notice in order to provide the Cranford Fire Department and the Township sufficient time to appoint and train a successor or rearrange work schedules.

ARTICLE 14

HOURS OF EMPLOYMENT

SECTION 1. ESTABLISHMENT OF WORK SCHEDULE

The schedule of work hours for firefighters and fire officers has been established based upon a twenty-four (24) hour work shift, one day on and three days off. The change from the prior work schedule to the current work schedule are not intended to change the method of utilization of leave (for example, ten and fourteen hour day and night shifts) or the method of filling shifts (for example, ten and fourteen hour day and night shifts) or any other past practice term or condition of employment, except as specifically set forth in this agreement (for example, the terms "day" and "work day" shall be construed as heretofore, unless the context specifically requires another construction).

SECTION 2. WORK SCHEDULE.

A. Pursuant to § 207K of the Fair Labor Standards Act, the twenty-

four hour work schedule shall be based upon a forty-two (42) hour work week averaged over an eight week cycle.

B. Each fire platoon will work one full twenty-four (24) hour shift followed by seventy-two (72) hours off duty.

C. All workshifts shall commence at 8:00 a.m., provided, however that the Chief shall retain the right to change or alter the shift commencement time.

D. The maximum number of continuous work hours shall not exceed thirty-eight (38) unless an emergency has been declared.

SECTION 3. AVAILABILITY.

Firefighters are to be considered available for duty at all times except when on Vacation or out of town and they shall respond promptly when their services are required.

ARTICLE 15

SALARY

SECTION 1.

The salary schedule for Employee(s) covered under this Agreement shall be as set forth in Schedule C, which is attached hereto and made a part hereof. The percentage increases shall be 3.5% for calendar year 2006; 3.75% for calendar year 2007; 4.00% for calendar year 2008; 4.0% for calendar year 2009; and 4.00% for calendar year 2010.

ARTICLE 16

MERIT INCENTIVE PROGRAM

SECTION 1.

In addition to the per annum salary, a merit incentive step payment

program is hereby instituted for all Fire Captains and Fire Lieutenants. Such merit incentive step payment shall be determined according to the following schedule and implemented in accordance with Schedule C.

A. For period from January 1, 2006 to December 31, 2010:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$28.00	\$ 840.00
2nd	45	28.00	1,260.00
3rd	70	28.00	1,960.00
4th	90	28.00	2,520.00
5th	110	28.00	3,080.00
6th	120	28.00	3,360.00
7th	140	28.00*	3,920.00
8th	160	28.00*	4,480.00
9th	200	28.00*	5,600.00

* Must have obtained a minimum of an Associate Degree to qualify for this additional compensation.

SECTION 2.

The merit incentive points are to be awarded as follows:

- A. Each class hour at approved courses of more than eight (8) hours conducted by State, Federal or other training agencies outside of Departmental in-service training programs and initial recruit academy training - 1/15 point.
- B. Each full year of service in the Department - 1 point. In addition, one (1) additional point shall be granted for each year of service in the Department of Fire prior to January 1, 1963.
- C. Each approved semester hour credit obtained in a college, technical institute or other institution of higher learning in courses prescribed by the Chief of Fire with approval of the Township Committee - 1 point.

Points may be awarded by the Township Committee for technical schools, Department of Fire oriented, attended prior to appointment to the Department of Fire. Such courses must be documented in full and must be approved by the Chief of the Department of Fire and by the Township Administrator.

- D. Qualifying average mark of eighty (80) or above in annual in-service examinations - 1 point.
- E. Recognized hours obtained in correspondence courses prescribed by Chief of Fire with approval of the Township Committee. Points to be assigned each course prior to the commencement of said course. Range from 2 to 6 points.
- F. Associate Degree - 15 points.
Payment for this degree and the associate degree in subsection H below will commence upon receipt of the degree.
- G. Associate Degree in Fire Science or Technology - 25 points.
However, since Associate Degree in Fire Science was not always available at all times, points may be granted upon recommendation of the Township Administrator and approval of Township Committee of the courses completed and other supporting documents.
- H. When an employee is awarded an Associates Degree, Merit Incentive points for possession of this degree will apply, together with the Merit Incentive point credits earned to achieve the Associates Degree, whether or not the employee has reached top grade pay.
- I. Baccalaureate Degree - 35 points.
- J. Baccalaureate Degree with Fire Field Major - 50 points. However, the maximum number of points that can be amassed for any degree

or combination of degrees - 50 points.

K. The Superior Officer Merit Rating from 0-4 points provided that the point scores are allocated among the members of the Department of Fire.

SECTION 3.

Points shall accumulate from date of appointment as Firefighter. Points earned during the period January 1 through December 31 are added and applied to the accumulated point total in the succeeding year for any additional compensation due in accordance with schedule set forth hereinabove. However, the additional compensation to be added to the base set forth in Schedule "A" shall not commence until the completion of service as a Third Grade Firefighter.

SECTION 4.

Township will establish a panel consisting of the Township Administrator, Chief of Fire, a Superior Officer Bargaining Unit representative, a Fireman Bargaining Unit representative, and a floating panel member, preferably of the education field to establish recommended higher education courses, non-college courses, continuing education courses, seminars, etc., to help further and prepare Employee(s) to carry out duties and responsibilities.

ARTICLE 17

OVERTIME

SECTION 1. REGULAR OVERTIME

A. When an Officer is called back for a full day or night shift, the Officer will be given time and one-half overtime pay on an hour-for-hour or any part thereof basis for all hours worked

over forty-two (42). (Overtime will be based on the individual Employee's hourly rate).

B. When an Officer is detailed on any duties beyond his forty-two (42) hour work week, it shall be computed at regular overtime rates.

SECTION 2. EMERGENCY RECALL

For the 2006 contract year, any part of the first overtime hour shall constitute one (1) complete hour, and any portion of each succeeding hour shall be compensated on a minute-for-minute basis. Since officers are receiving overtime pay for the first overtime hour for answering an emergency call, the Chief, in his discretion, may require Firefighters who are receiving such overtime to remain on duty until the apparatus is back in service or back taps have sounded.

Effective January 1, 2007, in the event that an employee is required to report for duty because of Emergency recall, the employee shall be entitled to a minimum of two (2) hours pay at time and one-half (1 ½) the employee's regular hourly rate. After the second hour of actual work, (for the purpose of payment), such overtime pay will be calculated in fifteen (15) minute intervals. Since Officers are receiving overtime pay for the first two overtime hours for answering an emergency call, the Chief, in his discretion, may require Officers who are receiving such overtime to remain on duty until the apparatus is back in service. Only one two (2) hour minimum during a 24 hour shift will be provided. All other overtime will be at a minimum of one hour.

SECTION 3. SHIFT HOLDOVER

For the 2006 contract year, any time a shift must be held over,

overtime will be computed on a minute-for-minute basis at one and one-half time the Employee's regular rate of pay on a quarter-hour basis.

Effective January 1, 2007, whenever an employee works in excess of the regularly assigned work week or work schedule, the employee shall be paid for such overtime work at time and one-half (1-1/2). No overtime pay shall be paid for the first ten minutes unless required by the Fair Labor Standards Act. After ten minutes, there will be a minimum of one half hour's overtime pay. After the first one half hour, overtime pay will be calculated in quarter hour intervals.

SECTION 4. OVERTIME LIST

One (1) overtime list shall be established by the Chief. The overtime list shall be compiled by merging and averaging the former day shift list and night shift list. The purpose of this list is to disperse overtime equally to all Officers. The list is to be posted at all times. If the need arises to call in an Officer for overtime work, the following procedure shall be followed:

- A. The Chief or his/her representative shall give first consideration to the Officer with the least amount of total hours. If an Employee is asked and refuses, he/she is charged with the number of overtime hours offered, unless the overtime shift immediately precedes or follows the employee's previously scheduled shift.
- B. (DELETED)
- C. If an Officer cannot be contacted, his name remains eligible for the next opportunity.
- D. If the Chief of Fire or his representative cannot find anyone to

accept the duty, he has the right to order a man into work to fill the vacant position.

SECTION 5.

If an Officer is called in for overtime to fill a tour of duty and is then dismissed before completing such tour of duty, the Officer will be compensated for the full ten or fourteen hour tour.

SECTION 6.

When the need to fill a position on a shift is known in advance, the Department Manager or his designee should schedule a replacement from the overtime list as far in advance of such date as possible.

SECTION 7. STAFF MEETINGS

The Chief of Fire or his designated representative has the authority to hold Staff Meetings on a monthly basis or at his discretion, not to exceed twelve (12) per year. The aforesaid meetings are to be held on a rotating basis or at a mutually agreed time and attendance at said Staff Meetings shall be without additional compensation.

SECTION 8.

All overtime pay shall be paid as earned in a paycheck subsequent to the pay period in which overtime was earned.

ARTICLE 17-A

COMPENSATORY TIME

SECTION 1. OFF-DUTY SCHOOLING COMPENSATION

Employees who are required by the Chief to attend training and/or certification schools and/or classes under the direction and approval of the Chief which occur during their off-duty hours shall

be compensated, where required by the Fair Labor Standards Act (FLSA), as amended, and the regulations there under, and/or the Collective Bargaining Agreements, at the rate of one and one-half hours of compensatory time off for all off-duty time spent in said school or class.

SECTION 1-A. SERVING AS ACTING CHIEF

Effective January 1, 2006, any Captain who performs and serves as Acting Chief of Fire to be given compensatory time of one (1) twenty-four (24) hour period for every seven (7) days of acting time. A Captain performing as the Acting Chief must serve the entire seven (7) days to be eligible for the compensatory time; no proration is allowed.

SECTION 2. COMPENSATORY TIME ACCRUAL

Employees affected by the conditions set forth above shall accrue said compensatory time in a special "Compensatory Time Bank." Once the accrual threshold of one hundred and twenty (120) hours is reached the affected Employee is required to begin making reasonable requests to schedule and use said compensatory time within the twelve-month period commencing from the date of the accrual of the one hundred and twentieth (120th) hour.

SECTION 3. SCHEDULING COMPENSATORY TIME OFF

It is the responsibility of the Employee to make reasonable requests for the time off. (Reasonable requests shall be defined as requesting said time off when no other bargaining unit employee has been previously scheduled and approved for vacation, administrative or compensatory leave time on the same shift.) In the event that the Employee has met the standard of making a reasonable request for time off and has made two (2) requests and said time off is not

granted, the employee shall submit and be paid for said requested time, payment of which shall occur within the next overtime pay period. All requests for compensatory time off shall be submitted to the Chief and shall be dated and time recorded. In the event that two or more employees from the same bargaining unit and shift request compensatory time off for the same time period, preference shall be given to the request submitted first. In the event that two or more requests from the same bargaining unit and shift for compensatory time off for the same time period are submitted simultaneously, preference shall be given to the employee with the greater amount of accumulated compensatory time. If, in the opinion of the Chief, an Employee is not making a reasonable effort to reduce his/her compensatory bank to the one hundred and twenty (120) hour threshold, he/she may direct the employee to do so, and may schedule compensatory time off for said employee.

ARTICLE 18

CLOTHING AND UNIFORM ALLOWANCE

SECTION 1.

For the 2006 contract year, each Employee shall receive a clothing allowance in the amount of seven hundred seventy five dollars (\$775.00). The allowance is to be paid in a lump sum thirty (30) days after adoption of the budget but no later than June 30th. Employee must provide receipts and proof of purchase to Chief of Fire for entire amount. An Employee hired on or after January 1, 1987 will receive in addition to annual clothing allowance, a Class A Dress Uniform at Township expense upon satisfactorily completing

the probationary period. It shall be the responsibility of the Township to pay for the complete uniform and equipment required of all newly hired Firefighters.

Effective January 1, 2007, the clothing allowance shall be discontinued and is included in the salary set forth in Section C for all years including and subsequent to 2007.

SECTION 2.

The Chief of Fire shall prescribe the rules and regulations regarding what constitutes dress, fatigue, and work uniforms; when they are to be worn; and the specifications of quality, color, etc. for same.

SECTION 3.

The Class A Dress Uniform shall not be worn except when directed by the Chief of Fire. The wearing of the fatigue uniform to and from home to fire headquarters is at the option of the Employee except that if fatigue uniform is worn to and from home it shall be worn with tie.

SECTION 4.

If any part of the uniform of an Employee is damaged or destroyed in line of duty, the Township shall pay for the replacement or repair thereof upon voucher submitted therefor and approved by the Chief of Fire.

SECTION 5.

The Township shall:

- A. Purchase for each regular, full-time, permanent Employee in full-pay status upon the appointment for the first time, a turnout coat, bunker pants, pair of boots, firefighter protective helmet, protective gloves and eyeshields.

- B. Purchase upon promotion to Fire Lieutenant: (1) light blue shirts: two long sleeve and two short sleeve; (2) two hats with black bands, silver braid and badges; (3) lapel emblems: one set each for Class A Dress Uniform blouse and fatigue jacket; (4) collar insignias: two sets for shirts; (5) helmet: one front shield; (6) badges: two sets each for shirts and uniform blouse; and (7) silver sleeve striping for Dress Uniform;
- C. Purchase upon promotion to Fire Captain: (1) white shirts: two long sleeve and two short sleeve; (2) hats: two white hats with black bands, silver braid and badge; (3) lapel emblems: one set each for Class A Dress Uniform and fatigue jacket; (4) collar insignias: two sets for shirts; (5) helmet: one yellow helmet and one front shield; (6) badges: two sets each for shirts and uniform blouse; (7) silver sleeve striping for Dress Uniform; and (8) one double breasted Class A Dress Uniform.

SECTION 6. (DELETED)

SECTION 7.

The Employee shall be responsible for the care and maintenance of all uniforms and clothing gear and Employee shall be in violation of this Agreement and subject to disciplinary action if Township issued clothing is used or worn for any purpose other than for Township Department of Fire related activities or if employee fails or refuses to purchase and/or maintain uniforms and clothing gear to the reasonable satisfaction of the Chief or the Chief's designee.

ARTICLE 19

LEAVE OF ABSENCE

SECTION 1. DEFINITION

A Leave of Absence is the absence from duty of an Employee for more than two (2) consecutive twenty-four (24) hour shifts with the permission of the Township Committee for reasons other than Sick Leave or Vacation Leave. Such permission shall be in writing, copies of which shall be forwarded to the appropriate individuals.

SECTION 2. LEAVE OF ABSENCE WITHOUT PAY

A. A Leave of Absence Without Pay may be granted by the Township Committee for a period not exceeding one (1) year to an Employee:

1. Who is temporarily or physically incapacitated and unable to perform duties; or
2. To attend an approved school or to engage in an approved course of study designed to increase usefulness on the return to service, provided such school or course receives prior approval of the Township Committee; or
3. In time of emergency or preparation for national defense, whose special qualifications are required, in industry, or other businesses devoted to the production of supplies for defense purposes, but only when the need for such services is certified by competent Federal authority and approved by the Township Committee.

B. Leave of Absence will not be granted to Employees to enter non-military service or as a matter of convenience or temporary advantage to such Employee by reason of place or hours of work or increased compensation.

C. Leave of Absence requested due to illness must be accompanied by a medical doctor's certificate that the Employee is unable to

work and the reason therefor.

SECTION 3. LEAVE OF ABSENCE ADMINISTRATION

- A. Leave of Absence requests shall be submitted in writing to the Township Administrator stating:
1. Reason for Leave of Absence;
 2. Date Leave of Absence is to begin; and
 3. Date Leave of Absence is to end.
- B. Leave of Absence may not commence or end on the day preceding or following Vacation Leave.
- C. An Employee that obtains a Leave of Absence for a reason other than the one stated at the time the request was made may be terminated from his employment solely at the discretion of the Township.
- D. An Employee may not return to work prior to expiration of requested Leave of Absence without the express prior approval of the Township Committee.
- E. Failing to return to work on the date scheduled without proper authorization for an extension shall be cause for termination of employment at the sole discretion of the Township.
- F. Time absent from duty by an Employee on Leave of Absence Without Pay shall not be considered as continuous service.
- G. Upon return of an Employee from Leave of Absence Without Pay, Employee shall be re-employed in a capacity generally similar to that which Employee was last employed and at the prevailing rate of pay for that position, if available

SECTION 4.

Leave of Absence without Pay shall become effective only after approval by the Township Committee.

SECTION 5.

Any Employee leaving his/her position without written authorization from the Township Committee will be deemed to have abandoned his/her position and to have resigned from the employment of the Township.

ARTICLE 20

ADMINISTRATIVE LEAVE

SECTION 1. DEFINITION

A regular, full-time permanent Employee in full-pay status actively at work performing assigned duties shall be entitled to four (4) days of Administrative Leave of absence with pay in each calendar year. Administrative Leave may be used for:

- A. Emergencies;
- B. Observation of religious or other days of celebration, but not Holidays;
- C. Personal business; or
- E. Other personal affairs.

SECTION 2. PRIORITY

Priority in granting such Administrative Leave request shall be:

- A. Emergencies;
- B. Observation of religious or other days of celebration, but not Holidays;
- C. Personal business; and
- D. Other personal affairs.

SECTION 3. ADMINISTRATION

- A. Administrative Leave shall be granted by the Chief of Fire upon

request of the Employee provided that:

1. Request is in writing;
 2. Request is submitted at least five (5) calendar days and two twenty four hour scheduled work shifts in advance of the day Administrative Leave is to begin. In cases of emergency, the notice requirement may be waived by the Chief of Fire.
 3. Such Administrative Leave shall impose no additional cost to the Township;
 4. Efficiency of the Department of Fire will not be impaired or diminished or cause a serious manpower shortage, such determination to be made by Chief of Fire.
- B. If there are more requests than can be granted for use of this Leave at any one time, the conflict will then be resolved on a first-come, first-served basis; (i.e., the time and date of filing of request).
- C. An Employee, once request for an Administrative Leave day has been approved, shall not be required to cancel or reschedule except as provided in the Department's Rules and Regulations.

SECTION 4. ACCUMULATION

Administrative Leave shall not accumulate beyond the calendar year in which earned without the expressed approval of the Chief of Fire and Township Administrator.

SECTION 5.

Administrative Leave may not be taken in conjunction with other types of paid leave.

ARTICLE 21

BEREAVEMENT LEAVE

SECTION 1. BEREAVEMENT LEAVE

Bereavement Leave with pay, not exceeding three (3) days shall be granted by the Chief of Fire to a regular, full-time, permanent Employee in the event of a death in the immediate family from the day of death to and including day of funeral, provided Employee attends funeral.

SECTION 2. IMMEDIATE FAMILY

Immediate family shall consist of father, mother, sister, brother, spouse, child or the parents of Employee's spouse.

SECTION 3. ADDITIONAL BEREAVEMENT LEAVE

A regular, full-time, permanent Employee shall be granted by the Chief of Fire one (1) day of Bereavement Leave to attend the funeral of grandparents, and grandparents of Employee's spouse.

SECTION 4. ADDITIONAL TIME

The Chief of Fire shall have authority to grant a regular full-time, permanent Employee permission not to return to duty until his/her next regular tour of duty after the funeral in the event of death of members of his/her immediate family.

SECTION 5. NOTIFICATION

All Bereavement Leave shall be authorized by and reported to the Chief of Fire who shall in turn report such absence to the Township Administrator and Director of Finance.

SECTION 6. SPECIAL CIRCUMSTANCES

Under special circumstances the Chief of Fire may, where he deems fit and proper, grant an Employee additional time off with pay for attending only the funeral services for a person other than those aforementioned in Section 2 and Section 3. If the Chief of Fire does not approve such request, the Employee is without recourse to

the Grievance procedure over such denial.

ARTICLE 22

DISABILITY LEAVE

SECTION 1. WORKER'S COMPENSATION

The Township shall provide worker's compensation benefits in accordance with law, specifically N.J.S.A. 34:15-1, et seq. Benefits shall be provided through insurance, a joint insurance fund, or self-insurance.

SECTION 2. TEMPORARY DISABILITY

Whenever an Employee is entitled to and is receiving worker's compensation temporary disability benefits, such Employee may be granted a leave of absence by the Township Committee with full pay for two calendar weeks for each year of service, not to exceed fifty-two (52) weeks. The Township Committee may, in its sole discretion, waive the years of service eligibility requirement.

SECTION 3. ASSIGNMENT OF BENEFITS

During the period in which the full salary or wages of any Employee receiving worker's compensation temporary disability benefits are paid by the Township, any temporary disability payment received by the Employee from the worker's compensation benefits or social security disability benefits, or any other disability benefit provided by a program paid for by the Township shall be assigned to the Township. The Employee shall endorse over and deliver to the Township any such benefits paid to the Employee.

SECTION 4. SICK LEAVE ALLOWANCE UNAFFECTED

An employee receiving worker's compensation temporary disability benefits shall not be charged sick leave accumulated as per Article

23.

SECTION 5. LUMP SUM AWARDS

Lump sum worker's compensation awards for permanent disability shall not be subject to the assignment or reimbursement provisions of Section 3 above.

SECTION 6. BOARD OF PHYSICIANS

The Township also reserves the right to appoint a physician or Board of Physicians for the purpose of independent determination in cases of repeated disability absences or protracted periods of disability illness, or other justifiable reasons as to whether an Employee is physically able to return to work or is physically able to carry out his assigned duties and remain on workforce or such other duties as the Chief of Fire and/or Township Administrator may assign.

ARTICLE 23

HOLIDAY LEAVE

SECTION 1.

Each Employee in full-pay status actively at work performing assigned duties shall earn and accrue a maximum of twelve (12) Holidays each calendar year at the rate of one (1) day per calendar month.

SECTION 2. HOLIDAYS

The following days only shall be recognized as paid Holidays for purposes of this Agreement for regular full-time Employees:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day

SECTION 3.

An Employee shall be paid at his/her regular daily rate of compensation for eight hours for all of the twelve (12) Holidays listed in Section 2 herein above. Said compensation shall be added to and become a part of Employee's annual base salary and shall be paid accordingly as part of the employee's regular paycheck.

ARTICLE 24MILITARY LEAVESECTION 1.

A regular, full-time, permanent Employee who voluntarily enlists in the United States Armed Forces and who serves for not more than the period of such initial enlistment or for an additional period of enlistment, the total of which shall not exceed four (4) years, shall be entitled to re-employment benefits in accordance with the conditions specified in the Veteran's Re-Employment Rights Law, Military Selective Service Act, or such other applicable Federal Laws, provided Employee makes application for re-employment within ninety (90) calendar days from date of discharge from military service.

SECTION 2.

A regular, full-time, permanent Employee who chooses work in the United States Armed Forces on a career basis, and who is not otherwise compelled to enlist or remain in the service, will not be given a Military Leave of Absence with accompanying rights to re-employment.

SECTION 3.

A regular, full-time, permanent Employee who enters service in the United States Armed Forces will be given a Military Leave of Absence without Pay and accumulate seniority during such Leave, provided Employee quit his job for the sole purpose of enlisting in the United States Armed Forces and not for finding suitable employment elsewhere.

SECTION 4.

A regular, full-time, permanent Employee on the seniority list inducted or recalled into the United States Armed Forces within the meaning of the Military Selective Service Act, or similar law in time of national emergency, shall be granted an indefinite Military Leave of Absence without Pay, shall accumulate seniority during such period and such other rights as may be afforded Employee under the Veteran's Re-Employment Rights Law, or such other applicable Federal laws and shall be entitled re-employment within ninety (90) calendar days from date of discharge from military service and, in the case of reservists who serve on active duty six (6) months or less, application for re-employment shall be made within thirty-one (31) calendar days from date of discharge.

SECTION 5.

- A. A regular, full-time, permanent Employee who is an enlistee, reservist and guardsman receiving a discharge or release that is "honorable", "general", or "under honorable" will be considered satisfactorily discharged.
- B. Service leading to a discharge or release that is "other than honorable", "undesirable", "bad conduct", or "dishonorable" does not meet the statutory standard and will result in the veteran forfeiting re-employment rights.

SECTION 6.

If a regular, full-time, permanent Employee is rejected for service in the United States Armed Forces due to failure to meet physical or mental requirements, the Employee must report back to work the first business day after Employee returns from the induction center. However, if extenuating circumstances can be shown for a delay in reporting back, a greater period may be allowed.

SECTION 7.

- A. When a returning veteran applies for re-employment within the Bargaining Unit and is incapacitated to the extent that Employee cannot perform his former assignment or similar work in the opinion of the Township physician or designated Board of Physicians, the Township will make every effort to provide a job within the Bargaining Unit compatible with the Employee's capacity.
- B. If there is no work within the Bargaining Unit for the disabled veteran, Employee's name shall be placed on a reserve list and Employee shall be recalled when such work within the Township government that the Employee can handle becomes available.

SECTION 8.

- A. Upon proper application to his Chief of Fire, a regular, full-time, permanent Employee in full-pay status performing assigned duties who is a member of the organized militia of the Army, Navy, Air Force, Marine or National Guard may be granted fifteen (15) calendar days of leave each year to perform Annual Active Duty for Training or seventeen (17) calendar days if such Employee is assigned to Advanced Party Duty. Such compensation paid by the Township for this period shall be the difference

between the base for military duty and the Employee's regular straight-time rate of pay. Township may request and receive proof of required service and of pay received by such Employee.

- B. A reservist may, at his option, use this period or part of it for his vacation and shall receive vacation pay for time so spent.

SECTION 9.

- A. All returning veterans shall undergo a physical by the Township's physician or designated Board of Physicians and provide copies of medical service records, if requested, before re-employment.
- B. This Article is to be construed that it is not the intent of the parties hereto to require the Township to provide any right or assume any duties or obligations, monetary or otherwise, other than rights, duties and obligations specifically set forth in the Veteran's Re-Employment Rights Law or other applicable Federal laws.

ARTICLE 25

FIRE PREVENTION OFFICER

SECTION 1. DEFINITION

A Fire Officer assigned to supervise the Fire Prevention Bureau and conduct Fire Prevention, Fire Protection, Fire Sub Codes, State Uniform Construction Code, Uniform Fire Safety Code, and such other inspection duties. Fire Prevention Officer(s) is required to train, prepare, be schooled and perform in a manner that fulfills the standards and requirements established from time to time by the Township, County, State or Federal governments, be able to perform

Fire Sub Code official duties, and maintain a current Fire Sub Code Official's license.

SECTION 2. ASSIGNMENT

The Chief of Fire has the sole and exclusive responsibility for the assignment, continuation of assignment, and reassignment of Fire Officer(s) to the duty of Fire Prevention Officer and shall be responsible for determining and settling the selection criteria for assignment to the duty of Fire Prevention Officer, subject to the review and approval of Township Administrator. Assignment to, continuation in, and reassignment of a Fire Officer(s) to the duty of Fire Prevention Officer shall be made by and at the discretion of the Chief of Fire or his designated representative(s), subject to policies established by the Township Committee. The Township Committee shall have the sole and exclusive responsibility for determining the number of Fire Officers assigned to duty in the Bureau of Fire Prevention.

SECTION 3. EDUCATION

A. Fire Officer(s) assigned the duty of Fire Prevention Officer shall be required to matriculate and satisfactorily complete the courses, seminars, or any other educational training-type events mandated by competent authority of the Township, County, State or Federal governments required to establish, continue and update technical knowledge and administrative competency to administer, enforce and implement the Fire Prevention, Fire Protection, State Uniform Construction Code, and such other appropriate inspection codes. Said required courses, seminars, or other educational training-type events shall be credited towards the merit incentive program points, and failure to

complete said required courses, etc. can be grounds for discontinuing assignment as a Fire Prevention Officer. Fire Officer(s) presently assigned the duty of Fire Prevention Officer must matriculate and satisfactorily complete the required courses, seminars, or any other educational training-type events at the earliest possible time.

B. The Township shall assume tuition costs of said required courses, seminars, or other educational training-type events and such other costs such as room, board, or commercial transportation as the Township deems reasonable.

C. The Chief of Fire shall have the authority to grant to Fire Prevention Officer(s) who would normally be assigned to duty, time off to attend said required courses, seminars, or other educational training-type events at no loss in regular straight-time pay providing that the fire fighting capability of the Department will not be diminished by the absence of the Fire Prevention Officer(s), such determination to be made by the Chief of Fire, and subject to the review and approval of the Township Administrator.

SECTION 4. INCREMENTAL INCREASE ELIGIBILITY

A. A Fire Officer assigned to the duty of Fire Prevention Officer shall have served a minimum of at least six (6) months of continuous service as a Fire Prevention Officer before being eligible for the first incremental increase; a minimum of eighteen (18) months of continuous service as a Fire Prevention Officer before being eligible for the second incremental increase; and a minimum of thirty (30) months of continuous service as a Fire Prevention Officer before being eligible for

the third incremental increase.

- B. A Fire Officer in order to be eligible for the incremental increase of a Fire Prevention Officer must be assigned and actively and regularly working as a Fire Prevention Officer.
- C. If a Fire Officer's assignment to the duty of Fire Prevention Officer is discontinued and is later reassigned to the duty of Fire Prevention Officer, the minimum time requirements set forth in Sub-section a. of this Section shall apply as though the Fire Officer was being assigned the duty of Fire Prevention Officer for the first time except that in the event the Fire Officer is reassigned as a Fire Prevention Officer within one (1) year of the date that his/her assignment as a Fire Prevention Officer was discontinued, the Fire Officer shall receive the incremental level in effect at the time of the discontinuance of his/her assignment as Fire Prevention Officer.
- D. 1. The Chief of Fire shall be responsible for insuring that performance evaluations of the Fire Officer as a Fire Prevention Officer are conducted and the Chief of Fire shall recommend to the Township Administrator, in writing, that the Fire Officer is to be paid the next higher incremental increase.
- D. 2. Employee's performance as a Fire Prevention Officer shall be reviewed and evaluated in accordance with current procedures every six (6) months. Employee will continue at his/her then current incremental level automatically unless Chief of Fire recommends to the Township Administrator, in writing, to change Employee's status to the next incremental level. The Chief of Fire must make a recommendation at the end of the

eighteen (18) month period to recommend changing Employee's Fire Prevention Officer incremental level or reassigning Employee to Fire Officer status.

SECTION 5. SELECTION AND REASSIGNMENT

- A. Chief of Fire shall be responsible for establishing selection criteria and selecting Employee for assignment to the duty of Fire Prevention Officer.
- B. Chief of Fire shall conduct an informal discussion-type interview with Employee prior to Employee's selection for assignment to duty of Fire Prevention Officer, reassignment to duty of Fire Prevention Officer, or reassignment to Fire Officer status. Chief of Fire shall reduce to writing reasons for reassignment of Employee from duty of Fire Prevention Officer to Fire Officer status and place same in said Employee's service file.
- C. The Township shall develop job (position classification) description of Fire Prevention Officer(s).

SECTION 6. INCREMENT INCREASE COMPUTATION

The annual salary of an Employee assigned the duty of Fire Prevention Officer shall be the salary as shown in Schedule "C" as hereinafter attached to the Agreement plus an additional annual increment also as shown in Schedule "C", said annual incremental increase to be included in bi-weekly pay and in base pay for computing pension benefits, holiday pay, vacation pay and terminal leave pay, but to be excluded from base pay in computing overtime premium hourly rate and such other computations as the base salary is or may be used.

ARTICLE 25-A

EMERGENCY MEDICAL TECHNICIAN (EMT)

SECTION 1. DEFINITION

An Emergency Medical Technician (EMT) assigned to the Emergency Medical Services system shall handle all medical type emergencies in the manner prescribed by the New Jersey State Department of Health. Responding to rescue calls and/or medical emergencies shall be part of the duties of an EMT. EMTs are to achieve and maintain certification, employing any new changes endorsed by the State Department of Health in the treatment of patients. The EMT is to uphold the highest standards of public service fulfilling the goals of the Township, county, state or federal governments.

SECTION 2. ASSIGNMENT

- A. The Chief of Fire has the sole and exclusive responsibility for the assignment, continuation of assignment, and reassignment of firefighter(s), to determine the duty of the EMT, and shall be responsible for determining and setting the selection criteria for assignment to the duty of the EMT, subject to the review and approval of the Township Administrator. Assignment to, continuation in, and reassignment of a firefighter(s) to the duty of EMT shall be made by and at the discretion of the Chief of Fire or his/her designated representative(s) subject to policies established by the Township Committee.
- B. The Chief of Fire and the Township Administrator shall have the sole and exclusive responsibility for determining the number of firefighters assigned to the duty of EMT.
- C. In the event that the Chief of Fire and the Township

Administrator determine the number of firefighters assigned to the duty of EMT exceeds the number of EMTs actually required, the additional Officers assigned to the duty of EMT have the option of opting out of any and all certification requirements in this Article. The additional EMTs may opt out first in order of rank and then in order of seniority.

- D. Once a fire officer assigned to the duty of EMT has decided to opt out of the certification requirements, said fire officer may not opt back in unless a vacancy exists.
- E. An Officer assigned to the duty of EMT shall receive the sum of \$75.00 per billable call. A "billable call" is a call for which the transport fee established by § 42-49 of the Code of the Township of Cranford is payable. This subsection shall be effective on the first day of the first month following the execution of the contract by both parties.

SECTION 3. EDUCATION

- A. Firefighter(s) assigned to the duty of EMT shall be required to complete or have satisfactorily completed the courses, seminars, and/or any other education training-type events mandated by competent authority of the Township, County of Union, State of New Jersey, or Federal Government required to establish, continue and update technical knowledge and administrative competency to administer, implement and assist in the administration of emergency medical assistance, and other such appropriate duties and functions as may be required. Said courses, seminars and/or other education training-type events shall be credited as Merit Incentive Program points. Fire

officer(s) presently assigned the duty of EMT must matriculate and satisfactorily complete the required courses, seminars and/or other education training-type events at the earliest possible time in order to receive the necessary certification.

B. The Township shall assume tuition costs of said required courses, seminars and/or other types of education training-type events and other such costs such as room, board or commercial transportation as the Township may deem reasonable.

C. The Chief of Fire shall have the authority to grant EMT(s), who would ordinarily or normally be assigned to duty, time off to attend required courses, seminars and/or other education training-type events at no loss of regular pay or other contractual benefits providing that the firefighting capabilities of the Fire Department will not be diminished by the absence of the EMT(s), such determination to be made by the Chief of Fire, and is subject to review and approval of the Township Administrator.

D. Each new firefighter hired after January 1, 2002 must obtain EMT certification within the new employee's probationary period and must maintain a current certification at all times to retain employment with the department.

E. The Chief of Fire shall have sole responsibility for making the determination as to which employees of the department will be assigned as EMT(s). In the event that a firefighter is eligible to opt out of the certification requirements, in accordance with Section 2 of this Article, the individual officers decision shall control, provided that the firefighter satisfy all of the

provisions of this Article. This section shall be effective on the first day of the first month following the execution of the contract by both parties.

- F. The Chief of Fire and the Township Administrator shall have responsibility for jointly determining the number of EMTs to be assigned at the fire department.
- G. Each fire department employee maintaining an EMT certification shall receive an annual salary increment of \$1,000.00, if assigned by the Chief of Fire in accordance with the provisions of subsection E of this section. This additional pay will be included in the Employee's regular pay.
- H. All EMTs shall be inoculated against Hepatitis B at the Township's expense, prior to beginning of assignment. While in the performance of assigned duties, should any EMT have reason to believe that he/she has come in contact with a person who has a communicable disease, EMT may request that the Township of Cranford assist in determining whether or not exposure has occurred. If it is determined that exposure has occurred, or should it not be determined but still suspected, EMT may request medical monitoring. Said monitoring costs shall be borne by the Township.

ARTICLE 26

SICK LEAVE

SECTION 1. DEFINITION

Sick Leave shall mean the absence from duty of a regular, full-time Employee because of illness, accident, or other health cause making Employee unable to perform his normal duties.

SECTION 2. CERTIFICATION

The Chief of Fire shall have the authority to require a doctor's certificate of illness after an employee has taken sick leave in excess of twenty-four hours. For any employee illness not subject to the certification provisions referenced above, every absence on account of sickness of more than 2 scheduled work days must be certified by a written statement from an attending physician, unless not requested by the Chief of Fire, subject to the provisions of Section 3 below.

SECTION 3. VERIFICATION

The Chief of Fire reserves the right to require a doctor's certificate, at any time whenever it appears warranted, or to send a physician or visiting nurse to report on the condition of the Employee or to order the Employee to undergo examination by a physician of Township's choice in order to issue a report on the condition of the Employee at the Township's expense. An Employee absent from work utilizing a day of Sick Leave with Pay must be home during the hours the Employee is scheduled to work and the hours for which the Employee is being paid except to go to the physician's office.

SECTION 4. BOARD OF PHYSICIANS

The Township also reserves the right to appoint a physician or a Board of Physicians for the purpose or independent determination in cases of repeated absences or protracted periods of illness, or other justifiable reasons as to whether an Employee is physically able to carry out his duties and remain on the workforce at the Township's expense.

SECTION 5. SICK LEAVE DAYS

- A. All regular, full-time, permanent Employees shall earn and accrue one (1) day of Sick Leave With Pay for each full calendar month of employment for a maximum of twelve (12) days of Sick Leave With Pay per annum. Each Employee shall be permitted to accrue an unlimited amount of Sick Leave with Pay during the tenure of Employee's employment.
- B. Hourly rate of pay is computed by totaling the Annual Base Salary, Merit Incentive Program Pay, Fire Prevention Officer and Emergency Medical Technician increment, if any, and dividing the sum by 2184.
- C. For purposes of the Additional Terminal Leave for accumulated unused Sick Leave in hours, a maximum one thousand ninety-two (1,092) hours may be carried over.

SECTION 6. SICK LEAVE DISALLOWED

Sick Leave With Pay will not be allowed under the following conditions:

- A. If an Employee, when under medical care, fails to comply with the orders of the attending physician;
- B. If the opinion of the examining physician retained under the Township's authorization discloses the Employee's illness is willfully self-imposed.
- C. If the opinion of the examining physician retained under Township authorization discloses the illness is not of sufficient severity to justify the Employee's absence from duty.
- D. If the Employee is unable to perform his duties because of illness, accident or other health causes resulting from employment other than with the Township.

E. Malingering.

SECTION 7. ADDITIONAL SICK LEAVE

In unusual cases of prolonged illness, the Township Committee may, by resolution, grant Sick Leave at one-half ($\frac{1}{2}$) rate of pay to an Employee over the time allowed and available for use in Section 5. set forth herein this Article to a maximum of twenty-six (26) additional weeks, such pay to be reduced by any Social Security disability benefits received or any other disability benefits received which are provided by a program paid for by the Township.

SECTION 8. NOTIFICATION

All Sick Leave shall be reported to the Chief of Fire on a form prescribed by the Township; in turn, the Chief of Fire shall report, in writing, such absences to the Township Administrator and the Director of Finance.

SECTION 9. COMPLIANCE

Failure of an Employee to comply with any or all of the provisions of this Article or other relevant administrative procedures may result in the loss of pay for the days claimed and reported as Sick Leave for bonafide illness.

SECTION 10. ADVANCING OF SICK LEAVE

A regular, full-time, permanent Employee in full-pay status may, upon written request and recommendation of the Chief of Fire and approval of Township Administrator, request an advance on Sick Leave to be earned of up to twelve (12) days of Sick Leave, provided said Employee reimburses Township for any unearned Sick Leave advanced in the event Employee's employment terminated prior to date necessary to earn the Sick Leave advanced to said Employee.

An Employee denied approval of an advanced Sick Leave may request

a review of the Township Administrator's decision by the Township Committee. Denial of approval by the Township Committee of such request shall not be the basis of a grievance.

SECTION 11. DONATING UNUSED SICK TIME

In the event that an Employee has an illness or injury that makes him/her unable to be at work, but this illness or injury is one that is not so debilitating that the employee is prevented from returning to work in the future, any other Employee may donate a portion of his/her unused sick time to assist this ill Employee so that he/she may return to work.

A. The amount of donated time shall not exceed one hundred twenty hours per calendar year, per donating Employee.

B. For sick leave donation to be permissible, the illness or injury must be such that the employee is reasonably expected to return in no more than one (1) year from date of first absence for illness, (unless, on a case by case basis, the Township Committee is willing to extend the time frame, which decision shall not be grievable). The affected employee shall provide an appropriate physician's certificate to the Township Administrator, who shall determine whether donating sick leave shall be permissible, based on the provisions of this Section 11.

C. The donating Employee's salary must be equal to or more than the salary of the recipient.

ARTICLE 27

SPECIAL LEAVE

An Employee may be rendered Special Leave With Pay (exchange days of work) for any working days for which Employee is able to secure another Employee to work in his place subject to the approval of

the Chief of Fire or his designee provided:

- A. Such substitution does not impose any additional cost on the Township;
- B. Such substitution must be of Officer rank only;
- C. The efficiency of the Department of Fire is not diminished or impaired and said substitution does not cause a serious manpower shortage;
- D. Request is in writing;
- E. Request is submitted at least forty-eight (48) hours prior to the day for which the Special Leave is requested;
- F. Approval of request shall be at the sole discretion and judgment of the Chief of Fire.

ARTICLE 27-A

ACTING CAPTAINS

SECTION 1.

Effective January 1, 2007, whenever a Lieutenant is required to serve as an Acting Captain because of vacations, illness, injury or terminal leave or similar cause for a period of seven (7) calendar days or more, Employee shall receive the appropriate rate of pay for Acting Captain during such period as set forth in the applicable salary ordinance. Such period of service must be continuous and shall not be cumulative. Payment of the Captain's rate of pay shall be retroactive to the first day of such continuous assignment.

ARTICLE 28

TERMINAL LEAVE PAY

SECTION 1. REGULAR TERMINAL LEAVE PAY

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties having (1) accrued twenty-five (25) or more years of creditable service as a "Sworn" Uniform Firefighter or Fire Officer; (2) becomes eligible in all respects for Pension benefits in accordance with the rules and regulations of the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of Treasury; (3) retired; and (4) been awarded a pension shall be entitled to Terminal Leave at the rate of two (2) days pay at the then current daily rate of pay for each complete year of creditable service with the Township's Department of Fire up to a maximum service credit time of thirty (30) years. No additional Terminal Leave credit shall be earned for any service time beyond thirty (30) years.

SECTION 2. ADDITIONAL TERMINAL LEAVE PAY

Each regular, full-time, permanent Employee fulfilling the eligibility requirements hereinabove set forth in Section 1. of this Article and credited with unused accumulated Sick Leave as defined in the Sick Leave Article of this Agreement shall be entitled to add eight and four tenths (8.4) hours of such unused accumulated Sick Leave for each thirty-three and six tenths (33.6) hours of unused accumulated Sick Leave to his Terminal Leave. However, no Employee covered under this Agreement shall be entitled to apply more than two hundred seventy three (273.0) hours of unused accumulated Sick Leave to his Terminal Leave Pay.

SECTION 3. TERMINAL LEAVE FOR ACCIDENTAL DISABILITY PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates and is awarded an Accidental Disability Pension by the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of Treasury, shall be entitled to

two (2) days of Terminal Leave for each complete year of creditable service with the Township's Department of Fire at the then current daily rate of pay.

SECTION 4. TERMINAL LEAVE FOR ORDINARY DISABILITY PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates after fifteen (15) years but less than twenty-five (25) years of creditable years of regular full-time, permanent employment as a "Sworn" Uniform Firefighter or Fire Officer and is awarded an Ordinary Disability Pension by the Bureau of Police and Fire Pensions, New Jersey Department of Treasury, shall be entitled to two (2) days of Terminal Leave for each complete year of creditable service with the Township's Department of Fire at the then current daily rate of pay.

SECTION 5. TERMINAL LEAVE FOR DEFERRED PENSION

Each regular, full-time, permanent Employee in full-pay status whose employment terminates after fifteen (15) years but less than twenty-five (25) years of creditable years of regular full-time, permanent employment as a "Sworn" Uniform Firefighter and Fire Officer is eligible in all respects to a Deferred Pension benefit as defined by the New Jersey Department of Treasury, retires, and is awarded a Deferred Pension, shall be entitled to two (2) days of Terminal Leave for each complete year of creditable service with the Township's Department of Fire at the then current daily rate of pay.

SECTION 6.

Any Regular Terminal Leave, additional Terminal Leave, Administrative (Personal) Leave, Holiday Leave and Vacation Leave paid upon Employee's termination shall be based on the daily rate of pay in effect on termination. Daily Rate of Pay shall be

computed by totaling the Annual Base Salary, Merit Incentive Program Pay, EMT and Fire Prevention Officer Increment, if any, and dividing that by 2184.

SECTION 7.

Employees who complete their twenty-fifth (25) year of creditable service time within the New Jersey Police and Fire Retirement System (P.F.R.S.) shall be entitled to receive, in lieu of all Terminal Leave provisions herein above contained, two hundred (200) days pay at the Employee's current hourly rate as Terminal Leave. However, in order to qualify for said benefit, Employee must physically retire no more than one hundred eighty (180) days beyond the completion of Employee's twenty-fifth (25th) year of service within the P.F.R.S., regardless of Employee's years of service with the Township. Any Employee who does not meet this stipulation shall, as of the one hundred eighty-first (181st) day beyond Employee's twenty-fifth (25th) year, only be entitled to Terminal Leave benefits as outlined in Sections 1 through 6 herein above.

ARTICLE 29

VACATION LEAVE

SECTION 1.

Each Employee in full-pay status actively performing assigned duties shall be granted Vacation Leave with Pay in accordance with the following schedule:

<u>Amount of Service</u>	<u>Amount of Vacation Leave</u>
After completing 1 year	Eight (8) work days
After completing 7 years	Twelve (12) work days
After completing 15 years	Sixteen (16) work days
After completing 22 years	Twenty (20) work days

SECTION 2.

- A. Vacation Leave with Pay cannot be taken for the first time until after the first anniversary date of employment following date of hire;
- B. Vacation Leave with Pay cannot be taken for the second time until after the second anniversary date of employment following date of hire;
- C. An Employee, in order to be eligible for Vacation Leave with Pay, must be a regular, full-time, permanent Employee in full-pay status actively performing assigned duties, completed years of service must be continuous and creditable and the number of years of continuous service shall be determined as of the date of employment of each year.

SECTION 3. WORKING DAY DEFINITION

The current schedule is based on a twenty-four hour (24) shift. Vacation may be taken, however, based on the former work schedule, that is vacation may be taken in blocks consisting of either or both of the following shifts: day shift, presently 0800 to 1800 hours or night shift, presently 1800 to 0800 hours.

SECTION 4. CARRY-OVER VACATION

An Employee may carry over not more than four (4) days of Vacation from one calendar year to the next calendar year subject to the approval of the Chief of Fire and the Township Committee without recourse to Grievance Procedure over such denial.

SECTION 5. SPLIT VACATION

- A. An Employee may request a "Split" Vacation subject to the approval of the Chief of Fire and Township Administrator. An

Employee can request no more than ninety six (96) consecutive work hours of Vacation during the months of June, July and August. An Employee can request and take any combination of consecutive working days of Vacation during the months of January, February, March, April, May, September, October, November or December.

- B. An Employee may request a "Split" Vacation for months other than June, July and August, subject to the approval of the Chief of Fire and Township Administrator without recourse to the Grievance Procedure over such denial.

SECTION 6. INJURY OR ILLNESS

In the event the Employee incurs an injury or is ill for forty eight (48) consecutive work hours or more, or is confined to a hospital immediately prior to his scheduled Vacation, such Vacation shall be rescheduled. The rescheduling shall take place with the approval of the Chief of Fire and, if possible, without the rescheduling of other personnel and provided that there is no interference with the operation of the Township.

SECTION 7. SCHEDULING

Vacations must be taken between January 1st and December 31st. All vacations are to be scheduled subject to the approval of the Chief of Fire, and vacation schedule requests are to be submitted no later than March 1st. Where, within the Department of Fire, there are more requests than can be granted for use of this Leave for one of the purposes stated above in this Article, the conflict will then be resolved first on the basis of rank within the Department of Fire and second on the basis of seniority within the Department of Fire.

SECTION 8. NOTIFICATION

All Vacation Leave shall be reported by the Employee to the Chief of Fire on a form prescribed by the Township. He shall in turn report, in writing, such absences to the Township Administrator and Director of Finance.

ARTICLE 30

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

SECTION 1.

The Township shall provide to each regular, full-time, permanent Employee a Group Term Life and Accidental Death and Dismemberment Insurance Policy with double-indemnity in the face amount of ten thousand dollars (\$10,000.00).

SECTION 2.

The Township shall provide to an Employee who terminates on or after January 1, 1976 on a service-connected disability pension or on full retirement pension a Group Term Life Insurance Policy in the face amount of three thousand dollars (\$3,000.00).

SECTION 3.

A. An Employee terminating on a service-connected disability pension or full retirement pension on or after January 1, 1980 shall:

1. Automatically enroll for a Group Term Life Insurance Policy in the face amount of seven thousand dollars (\$7,000.00) in addition to the Township provided Group Term Life Insurance Policy in the face amount of three thousand dollars (\$3,000.00).
2. Pay over to the Township Treasurer prior to the first day of retirement, either by cash or check, an amount equal to seven

(7) times the current premium rate per \$1,000.00 of coverage for each full calendar month in retirement status beginning with the first month of retirement through December 31, 1980, and then annually thereafter payable in the month of December.

3. Pay over to the Township Treasurer within thirty (30) days of the date of invoice any increase in the premium rate per \$1,000.00 of coverage for the additional \$7,000.00 of coverage.

B. Any Retiree failing to remit in a timely manner the annual renewal premium shall automatically cancel the ten thousand dollar (\$10,000.00) Group Term Life Insurance Policy and shall forfeit all right to same.

C. The Township shall be responsible for maintaining an accounting of the paid over premiums and paying the insurance carrier in a timely manner.

SECTION 4.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE 31

DENTAL INSURANCE

SECTION 1.

The Township shall provide to each regular, full-time, permanent Employee and the dependents of the immediate family a 50/50 Co-pay Basic, Prosthodontic and Orthodontic Benefits Plan with a maximum of \$1,000.00 per eligible patient per calendar year for Basic and Prosthodontic Benefits, and a lifetime maximum of \$500.00 per

patient for Orthodontic Benefits.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans, so long as substantially similar or greater benefits are provided.

ARTICLE 32

HEALTH INSURANCE

SECTION 1.

- A. The Township shall provide to each regular, full-time, permanent Employee and the dependents of the Employee's immediate family a Group Hospitalization, Medical-Surgical and Major Medical Insurance Plan.
- B. With respect to dependent children who "age out" of the Township's current coverage, the employee shall have the option to enroll such dependent children at the employee's expense until the dependent reaches the age of thirty (30) years old, as provided by law.
- C. For all employees hired after January 1, 2006, the Township shall pay the cost of Direct Access coverage ("the Base Health Plan") only. Any such Employee may elect a higher cost health plan (currently, the "Traditional Indemnity Plan") provided that the employee shall pay the cost differential from the Base Health Plan and the higher cost health plan by payroll deduction.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as the new plan is substantially similar to

the existing plan or the new plan provides greater benefits.

ARTICLE 33

PRESCRIPTION INSURANCE

SECTION 1.

For the 2006 Contract Year, the Township shall provide to each regular, full-time, permanent Employee and the dependents of the immediate family a five dollar (\$5.00) generic/ten dollar (\$10.00) brand Co-pay/No Contraceptive Prescription Plan. Effective January 1, 2007, the Township shall provide to each regular, full-time, permanent Employee and the dependents of the immediate family a six dollar (\$6.00) generic/twelve dollar (\$12.00) brand Co-pay/No Contraceptive Prescription Plan. Employees and/or dependents taking prescription drugs for a long term, ongoing medical condition must obtain this maintenance medication through a mail service program with Prescription Drug Service, Inc., a subsidiary of our prescription drug carrier. The co-pay applies to each time you purchase a supply of drugs through the mail service program. This provision shall be effective on January 1, 2007.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE 34

RETIREE MEDICAL BENEFITS

SECTION 1.

Each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties having: (1) accrued twenty-five (25) or more years of creditable service as a "Sworn Uniform Firefighter and/or Fire Officer"; (2) become eligible in all respects for pension benefits in accordance with the rules and regulations of the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of the Treasury; (3) retire; and (4) been awarded a pension shall be entitled to medical benefits while in retired status as set forth in this Article.

SECTION 2. FOR EMPLOYEES RETIRING AFTER JANUARY 1, 1978

A. Hospitalization Insurance

The Township shall contribute towards a Group Hospitalization, Medical-Surgical and Major Medical Insurance Plan three percent (3%) of the monthly premium for each complete year of service with the Township's Department of Fire for each Employee who retires on or after January 1, 1978 in a manner hereinabove set forth in Section 1. of this Article and the immediate dependents at time of retirement.

B. Dental Insurance

The Township shall contribute towards a Group Dental Insurance Plan three percent (3%) of the monthly premium for each complete year of service with the Township's Department of Fire for each Employee who retires on or after January 1, 1978 in a manner hereinabove set forth in Section 1. of this Article and the immediate dependents at time of retirement.

C. In the event Retiree precedes spouse in death and spouse has not

- remarried, the spouse and immediate dependents may continue to participate in the aforesaid Township contracted Group Insurance Plan(s) under the same arrangements as set forth in Sections 3.A., B. and C., but spouse ceases to be eligible to participate the month spouse celebrates his/her sixty-fifth (65th) birthday.
- D. In the event Retiree or spouse is eligible to participate in Hospitalization Service Plan, Medical-Surgical Plan, Major Medical Plan and/or a Dental Plan through a place of employment, the Township shall have the option to terminate eligibility to participate in the aforesaid Township contracted plans.
- E. In the event Retiree or spouse fails to remit his or her premium cash match to the Township's contribution, the Township shall have the option to terminate eligibility to participate in the aforesaid Township Group Insurance Policy.
- F. The Township reserves the right to subscribe to and enter Retiree into a Community Direct Pay Program in lieu of Retiree being enrolled in Township Experience Rated Program.
- G. An Employee retiring on or after January 1, 1978 shall have the option to participate in the Township's Prescription Plan at Retiree's expense. The Township reserves the right to bill for reimbursement in the succeeding year of up to twenty-five percent (25%) of premium plus the current year's premium whenever the total claims of the prior year exceed the annual premium of prior year by up to twenty-five percent (25%). For example: annual premium for year X is \$100.00; total claims for year X total \$119.00; and annual premium for year Y is \$125.00. Retiree in year Y would be billed \$125.00 for current year plus \$19.00 ($\$119.00 \text{ divided by } 100 = 119\% \times \$100.00 = \$119.00 -$

\$100.00 = \$19.00) for year X's utilization in excess of premium.

H. In the case of a retired Employee entering into a post-retirement marriage, the annual cost of health benefits for the retired Employee's spouse and his or her dependents shall be borne by the retired Employee and not the Township.

ARTICLE 35

DEATH BENEFITS

SECTION 1.

The beneficiaries of any regular, full-time, permanent Employee who dies while in the employ of the Township, will receive payment for the following benefits earned and accrued by the deceased Employee: accrued Sick Leave, accrued Vacation Leave, accrued Holiday Leave, accrued Overtime hours for which compensation has not been received, accrued Administrative (Personal) Leave and such other benefits as may have accrued under the terms of this Agreement.

SECTION 2.

A. If a regular, full-time, permanent Employee covered under this Agreement dies in the line of duty, the surviving spouse shall receive at Township expense the then current Dental, Hospitalization and Prescription Plan benefits until the surviving spouse's remarriage; surviving spouse's death; or in the event of the unmarried spouse's death until youngest surviving child reaches the year of the nineteenth (19th) birthday, whichever shall first occur, but in any event benefits will terminate the month the spouse celebrates sixty-fifth (65th) birthday.

B. The surviving spouse shall be obligated to complete annually all

Enrollment, Coordination of Benefit, and such other forms as may be required by health plan carriers. Failure to complete forms could result in loss of benefits.

ARTICLE 36

DISABILITY MEDICAL BENEFITS

SECTION 1.

Each regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties shall be eligible for a group Hospitalization, Medical Surgical, and Major Medical Insurance Policy as a disability medical benefit under the circumstances and conditions outlined in this Article as follows:

- A. The Township shall contribute 100% of the monthly premium for Employee and immediate dependents for each Employee permanently and totally disabled including a cardiovascular, pulmonary, musculo-skeletal or stroke condition as a direct result of a traumatic event occurring during and as a result of the performance of regular or assigned duty, and that such disability was not the result of the Employee's willful negligence and that such Employee is mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the Department that the Township is willing to assign to the Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.
- B. The Township shall contribute 75% of the monthly premium for an Employee and immediate dependents for each Employee with five (5) or more years of creditable service as a "Sworn" Uniform

Firefighter and/or Fire Officer permanently and totally disabled including a cardiovascular, pulmonary, musculo-skeletal or stroke condition as a direct result of a non-traumatic event occurring during and as a result of the performance of regular or assigned duties, provided that such disability was not the result of Employee's willful negligence and that such Employee is mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the Department that the Township is willing to assign an Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

C. The Township shall contribute 50% of the monthly premium for an Employee for each Employee with five (5) or more years of creditable service as a "Sworn" Uniform Firefighter and/or Fire Officer permanently and totally disabled as a result of a non-job related event not occurring during and as a result of the performance of regular or assigned duty, provided that such Employee is mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the Department that the Township is willing to assign an Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

D. The Township shall contribute 25% of the monthly premium for an Employee for each Employee with five (5) or more years of creditable service as a "Sworn" Uniform Firefighter and/or Fire Officer permanently and totally disabled as a direct result of a non-job related event and while working for someone other than the Township of Cranford, provided that such Employee is

mentally or physically incapacitated for the performance of his usual duty and of any other available duty in the Department that the Township is willing to assign to Employee, and that such incapacity is likely to be permanent and to such an extent that Employee should be retired.

SECTION 2.

- A. An Employee who becomes disabled and files an application for an Accidental or Ordinary Disability Pension to the Bureau of Police and Fire Pensions, Division of Pensions, New Jersey Department of Treasury, may submit a Letter of Intent to the Township Committee requesting Disability Medical Benefits indicating the Disability Classification being requested and the reasons therefore. Employee must submit any and all medical records requested by the Township Committee.
- B. In the event Employee is dissatisfied with the Disability Classification determination by the Township Committee, an Employee may appeal to a Hearing Board appointed by the Township Committee consisting of a member of the Township Committee, a member of the Bargaining Unit, and two mutually agreed upon citizens appointed for a three-year term. The Employee must submit, if requested by the Township, to a medical examination and evaluation by a mutually agreed upon physician or Board of Physicians.
- C. The findings of the Hearing Board are final and binding and not subject to appeal. Employee must sign a Letter of Acceptance to the findings of the Hearing Board in order to be eligible for the Disability medical benefits.

ARTICLE 37

LEGAL AID

SECTION 1.

The Township will provide legal aid to all Employees covered under this Agreement in accordance with N.J.S.A. 40A:14-28, as amended.

ARTICLE 38

MUTUAL AID DISABILITY BENEFITS

SECTION 1.

The Township will provide regular, full-time, permanent Employees in full-pay status actively at work performing assigned duties all appropriate benefits when rendering assistance to a neighboring municipality under proper authority in accordance with N.J.S.A. 40A:14-156 and N.J.S.A. 40A:14-156.3, as amended.

SECTION 2.

The Township reserves the right to change insurance carriers and/or insurance plans so long as substantially similar or greater benefits are provided.

ARTICLE 39

SEVERABILITY

Should any part of this Agreement or any application of this Agreement to any Employee or group of Employees be rendered or declared illegal or invalid by operation of law or by decree of a court or other established or to be established tribunal of competent jurisdiction, such invalidation shall not affect the remaining portions of this Agreement which shall continue in full

force and effect.

ARTICLE 40

FULLY BARGAINED PROVISIONS

SECTION 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement. The Township, however, reserves the right to reopen this Agreement in the event United States Congress enacts legislation or the federal judiciary system renders a decision that impacts on the application or operation of this Agreement or the Bargaining Unit in the event the New Jersey Legislature enacts "twenty (20) and out" retirement legislation.

SECTION 2.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

SECTION 3.

It is further understood that this Agreement has been negotiated in accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended.

ARTICLE 41

CONVENTION LEAVE

There shall be no more than ten percent (10%) of the C.F.O.A. members, but not less than two (2), who may be granted leave

without loss of regular straight0time pay to attend and serve as delegates at the Annual State F.M.B.A. Convention. The Township and the C.F.O.A. agree to be bound by the provisions of N.J.S.A. 40A: 14-177, as amended, where applicable, provided that the fire fighting capability of the Cranford Department of Fire will not be diminished by the absence of these officers, such determination to be made by the Chief be made by the Chief

ARTICLE 42

DURATION

This Agreement shall commence as of January 1, 2006 and shall remain in full force and effect up to and including December 31, 2010. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing, no sooner than one hundred thirty-five (135) days nor later than one hundred twenty (120) days before the final budget submission date of the Public Employer, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Cranford, New Jersey on this day of January, 2007.

CRANFORD FIRE OFFICERS ASSOCIATION

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

MAYOR

MICHAEL A. PLICK,

ATTEST:

ATTEST:

TARA ROWLEY
Township Clerk

SCHEDULE A

FIRE SAFETY PATROL DUTIES

DELETED IN ITS ENTIRETY.

SCHEDULE B

WORK SCHEDULE

DELETED IN ITS ENTIRETY

SCHEDULE C

SALARIES

SCHEDULE D

HOURS OF EMPLOYMENT

DELETED IN ITS ENTIRETY.

Schedule C

Section 1

The following per annum salaries shall be effective January 1, 2006 for Fire Lieutenants

* Base Salary	Merit Points	incentive Amount	Total Base
\$ 82,962.82	0	\$	\$ 82,962.82
\$ 83,002.95	30	\$ 840.00	\$ 83,842.95
\$ 83,023.02	45	\$ 1,260.00	\$ 84,283.02
\$ 83,056.45	70	\$ 1,960.00	\$ 85,016.45

\$ 83,083.20	90	\$ 2,520.00	\$ 85,603.20
\$ 83,109.56	110	\$ 3,080.00	\$ 86,189.56
\$ 83,123.33	120	\$ 3,360.00	\$ 86,483.33
\$ 83,150.08	140	\$ 3,920.00	\$ 87, 070.08
\$ 83,176.83	160	\$ 4,480.00	\$ 87,656.83
\$ 83,230.33	200	\$ 5,600.00	\$ 88,830.33

* Reflects 2005 Base Plus Holiday Pay Times 3.5 Percent

Section 2

The following per annum salaries shall be effective January 1, 2007 for Fire Lieutenants

\$ 86, 877.99	0	\$	\$ 86, 877.99
\$ 86,919.63	30	\$ 840.00	\$ 87,759.63
\$ 86, 940.45	45	\$ 1,260.00	\$ 88, 200.45
\$ 86,975.13	70	\$ 1,960.00	\$ 88,935.13
\$ 87,002.89	90	\$ 2,520.00	\$ 89, 522.89
\$ 87, 030.24	110	\$ 3,080.00	\$ 90,110.24
\$ 87, 044.52	120	\$ 3,360.00	\$ 90,404.52
\$ 87, 072.27	140	\$ 3,920.00	\$ 90,992.27
\$ 87,100.03	160	\$ 4,480.00	\$ 91,580.03
\$ 87,155.63	200	\$ 5,600.00	\$ 92,755.63

- Reflects 2006 Base Plus \$775.00 Clothing Allowance Times 3.75 Percent

Section 3

The following per annum salaries shall be effective January 1, 2008 for Fire Lieutenants

\$ 90,353.11	0	\$	\$ 90, 353.11
\$ 90, 396.42	30	\$ 840.00	\$ 91,236.42
\$ 90,418.07	45	\$ 1,260.00	\$ 91,678.07
\$ 90,454.14	70	\$ 1,960.00	\$ 92,414.14
\$ 90,483.01	90	\$ 2,520.00	\$ 93,003.01
\$90, 511.45	110	\$ 3,080.00	\$ 93,591.45
\$ 90,526.30	120	\$ 3,360.00	\$ 93,886.30
\$ 90,555.16	140	\$ 3,920.00	\$ 94,475.16
\$ 90, 584.04	160	\$ 4,480.00	\$ 95,064.04
\$ 90,641.86	200	\$ 5,600.00	\$ 96,241.86

Section 4

The following per annum salaries shall be effective January 1, 2009 for Fire Lieutenants

* Base Salary	Merit Points	Incentive Amount	Total Base
\$ 93,967.24	0	\$	\$ 93,967.24
\$ 94,012.28	30	\$ 840.00	\$ 94,852.28
\$ 94,034.80	45	\$ 1,260.00	\$ 95,294.80
\$ 94,072.31	70	\$ 1,960.00	\$ 96,032.31
\$ 94,102.33	90	\$ 2,520.00	\$ 96,622.33
\$ 94,131.91	110	\$ 3,080.00	\$ 97,211.91
\$ 94,147.36	120	\$ 3,360.00	\$ 97,507.36
\$ 94,177.37	140	\$ 3,920.00	\$ 98,097.37
\$ 94,207.41	160	\$ 4,480.00	\$ 98,687.41
\$ 94,267.54	200	\$ 5,600.00	\$ 99,867.54

Section 5

The following per annum salaries shall be effective January 1, 2010 for Fire Lieutenants

\$ 97,725.93	0	\$	\$ 97,725.93
\$ 97,772.78	30	\$ 840.00	\$ 98,612.78
\$ 97,796.20	45	\$ 1,260.00	\$ 99,056.20
\$ 97,835.21	70	\$ 1,960.00	\$ 99,795.21
\$ 97,866.43	90	\$ 2,520.00	\$ 100,386.43
\$ 97,897.19	110	\$ 3,080.00	\$ 100,977.19
\$ 97,913.26	120	\$ 3,360.00	\$ 101,273.26
\$ 97,944.47	140	\$ 3,920.00	\$ 101,864.47
\$ 97,975.71	160	\$ 4,480.00	\$ 102,455.71
\$ 98,038.25	200	\$ 5,600.00	\$ 103,638.25

(M)

Section 1

The following per annum salaries shall be effective from January 1, 2006 to December 31, 2010 for Officers assigned as **Fire Prevention Officers**.

	Base Salary
Probationary	NIA
1st Grade	\$1,255.38
2nd Grade	\$1,569.23
3rd Grade	\$2,092.31

Schedule C

Section 1

The following per annum salaries shall be effective January 1, 2006 for Fire Captains

* Base Salary	Merit Points	Incentive Amount	Total Base
\$ 91,267.01	0	\$	\$ 91,267.01
\$ 91,307.13	30	\$ 840.00	\$ 92,147.13
\$ 91,327.20	45	\$ 1,260.00	\$ 92, 587.20
\$ 91,360.64	70	\$ 1,960.00	\$ 93, 320.64
\$ 91, 387.39	90	\$ 2,520.00	\$ 93, 907.39
\$ 91,414.14	110	\$ 3,080.00	\$ 94,494.14
\$ 91,427.52	120	\$ 3,360.00	\$ 94, 787.52
\$ 91,454.27	140	\$ 3,920.00	\$ 95,374.27
\$ 91,481.01	160	\$ 4,480.00	\$ 95,961.01
\$ 91, 534.52	200	\$ 5,600.00	\$ 97,134.52

* Reflects 2005 Base Plus Holiday Pay Times 3.5 Percent

Section 2.

The following per annum salaries shall be effective January 1, 2007 for Fire Captains *

\$ 95,493.59	0		\$ 95,493.59
\$ 95, 535.21	30	840.00	\$ 96, 375.21
\$ 95, 556.04	45	1,260.00	\$ 96,816.04
\$ 95,590.73	70	1,960.00	\$ 97,550.73
\$ 95,618.48	90	2,520.00	\$ 98,138.48
\$ 95,646.24	110	3,080.00	\$ 98, 726.24
\$ 95,660.12	120	3,360.00	\$ 99,020.12
\$ 95,687.87	140	3,920.00	\$ 99,607.87
\$ 95,715.61	160	4,480.00	\$ 100,195.61
\$ 95,771.13	200	5,600.00	\$ 101,371.13

* Reflects 2006 Base Plus \$775.00 Clothing Allowance Times 3.75 Percent

Section 3

The following per annum salaries shall be effective January 1, 2008 for Fire Captains

\$ 99,313.34	0	\$ -	\$ 99,313.34
\$ 99,356.62	30	\$ 840.00	\$ 100,196.62
\$ 99,378.29	45	\$ 1,260.00	\$100,638.29
\$ 99,414.36	70	\$ 1,960.00	\$ 101,374.36
\$ 99,443.22	90	\$ 2,520.00	\$ 101,963.22
\$ 99, 472.09	110	\$ 3,080.00	\$ 102,552.09
\$ 99,486.53	120	\$ 3,360.00	\$102,846.53
\$ 99,515.39	140	\$ 3,920.00	\$ 103,435.39
\$ 99,544.24	160	\$ 4,480.00	\$ 104,024.24
\$ 99,601.98	200	\$ 5,600.00	\$ 105,201.98

Section 4

The following per annum salaries shall be effective January 1, 2009 for fire Captains

Salary	Base	Points	Merit Incentive Amount	Total Base
	\$ 103,285.88	0	\$	\$103,285.88
	\$ 103,330.89	30	\$ 840.00	\$ 104,170.89
	\$103,353.43	45	\$ 1,260.00	\$ 104,613.43
	\$ 103,390.94	70	\$ 1,960.00	\$ 105,350.94
	\$ 103,420.95	90	\$ 2,520.00	\$ 105,940.95
	\$ 103,450.98	110	\$ 3,080.00	\$106, 530.98
	\$ 103,466.00	120	\$ 3,360.00	\$106, 826.00
	\$ 103,496.01	140	\$ 3,920.00	\$107,416.01
	\$ 103,526.01	160	\$ 4,480.00	\$108, 006.01
	\$ 103,586.06	200	\$ 5,600.00	\$ 109,186.06

Section 5

The following per annum salaries shall be effective January 1, 2010 for Fire Captains

	\$ 107,417.32	0	\$	\$ 107,417.32
	\$ 107,464.13	30	\$ 840.00	\$ 108,304.13
	\$ 107,487.57	45	\$ 1,260.00	\$ 108,747.57
	\$ 107,526.58	70	\$ 1,960.00	\$ 109,486.58
	\$ 107,557.79	90	\$ 2,520.00	\$ 110,077.79
	\$ 107,589.02	110	\$ 3,080.00	\$ 110,669.02
	\$ 107,604.64	120	\$ 3,360.00	\$ 110,964.64
	\$ 107,635.85	140	\$ 3,920.00	\$111, 555.85
	\$ 107,667.05	160	\$ 4,480.00	\$112,147.05
	\$ 107,729.51	200	\$ 5,600.00	\$113,329.51