

Contract no. 322

3-0502

20-03

A G R E E M E N T

Between

TOWNSHIP OF CRANFORD

UNION COUNTY, NEW JERSEY

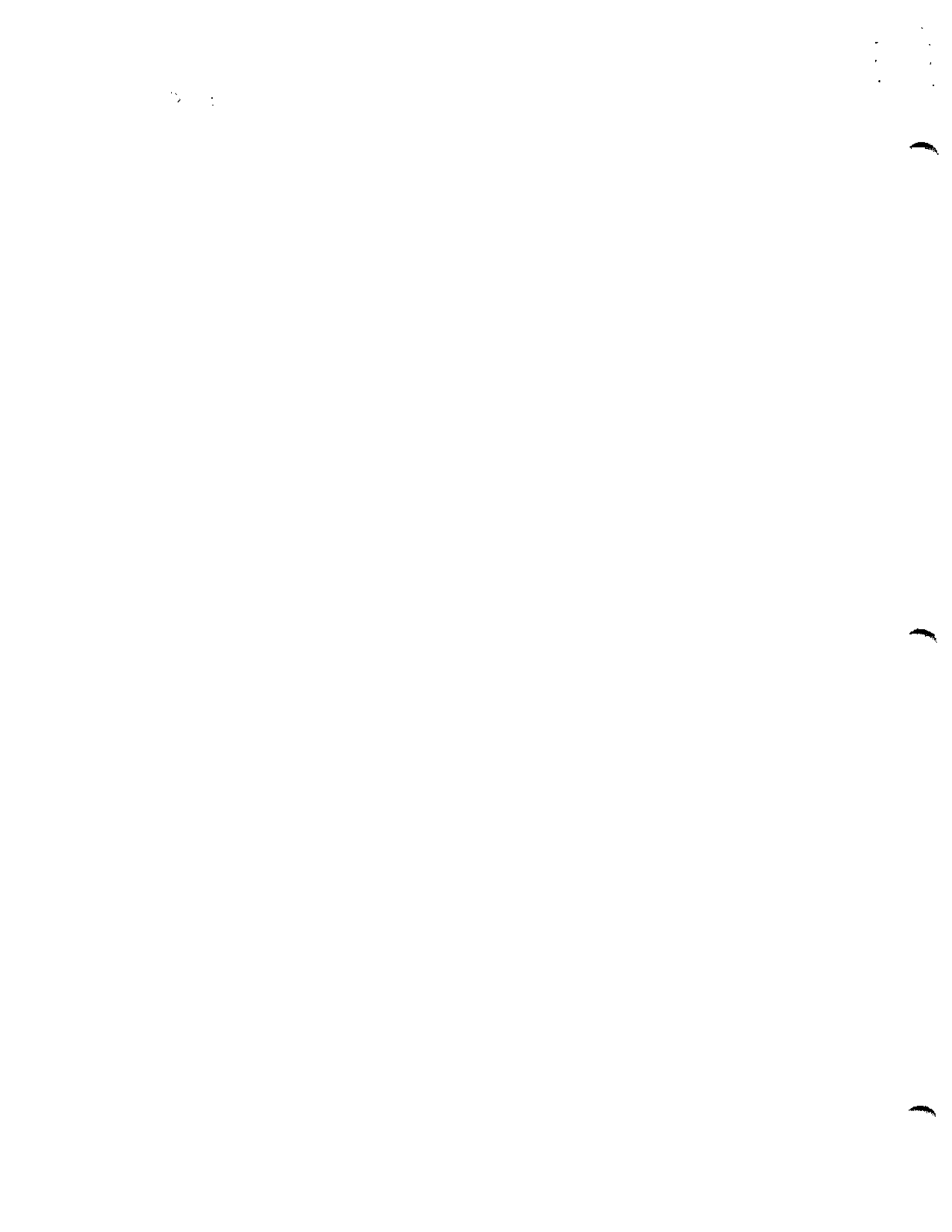
and

CRANFORD FIRE OFFICERS ASSOCIATION

January 1, 1989

through

December 31, 1990



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DESIGNATION OF PARTIES

This Agreement, made and entered into this 6th day of July, 1989, effective as of the 1st day of January 1989 by and 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 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 to services, establish an equitable and peaceful procedure for resolution of differences, and establish rates 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.

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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.

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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 Township-elected or appointed governing body.

SECTION 2.

a. The Union recognizes that the Township's right to manage its affairs and direct its work force 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.

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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 of its parts to other areas; determine the schedules of work; maintain order and efficiency in its facilities and operation; hire, lay off, assign, transfer and promote Employee(s); determine the qualifications for Employees; determine standards of workmanship; determine and redetermine job content; determine qualifications and conditions for continued employment; determine the starting and quitting time; determine the amount of supervision necessary; study and/or introduce new and improved methods, procedures, tools, equipment, etc.; discipline and discharge Employees 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 shall have 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.

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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 the 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 and 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 the 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

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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 as a guise 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 age, sex, marital status, race, color, creed, national origin or political affiliation.

SECTION 2.

The Township agrees not to interfere with the right of Employees to become members of the Union. There shall be no discrimination by the Township or any of its representatives against any Employee because of Union membership or because of any Employee activity permissible under law or this Agreement in an 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.

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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 the 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 from his 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, slow-down, walk-out, sit-downs, stay-ins, sick-outs, 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 Head or his designee, will respond to cover in the Township or in any other municipality where a fire or emergency or rescue activity is in progress.

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SECTION 2.

In the event of a strike, slow-down, walk-out, 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 or Employees.

SECTION 3.

The CFOA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down 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 or damages, or both, in the event of such breach by the C.F.O.A. 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 Employee(s).

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SECTION 2.

In order to protect the health and safety of 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

SECTION 1.

The Department of Fire at the sole discretion of the Department Head or his designee shall operate a Fire Safety Patrol, the duties and responsibilities of which are set forth in schedule entitled, Fire Safety Patrol Duties, attached hereto as Schedule A in addition to the duties performed by the Department of Fire.

SECTION 2.

While on duty Department of Fire personnel shall be expected to perform Department of Fire duties at all times including, but without limitation, training, fire safety patrol, maintenance of equipment and other fire related duties as may be prescribed from time to time by the Department Head or his designee.

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ARTICLE 8

TRAINING

SECTION 1.

The Department Head 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 their promulgation.

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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.

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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 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 no 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 grievor 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 no 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 grievance at Step 2, he 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 in writing within ten (10) working days.

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Step 4 - If such grievance is not resolved by Step 3 above, the Employee may within three (3) working days after the response from the Township Administrator submit his 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 findings 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 to Step 5.

Step 5 - If such grievance is not settled by 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 Executive Board of the CFOA and an earnest effort shall be made to settle the differences between the Township and CFOA. If such grievance is not settled, it may be submitted for arbitration in accordance with provisions of Grievance Arbitration Article.

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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 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, 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 reasonably 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.

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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 ten (10) calendar 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 ten (10) calendar days of date of written decision handed down under the last step of the grievance procedure provided for in this Agreement, 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 New Jersey State Board of Mediation 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.

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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 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.

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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 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 reasonably 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 rights under any civil law or regulation or any local, State or Federal law.

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ARTICLE 12

DISCIPLINE

SECTION 1.

Disciplinary action as to suspensions and dismissals will be in accordance with Section Twenty (20) of the Township Ordinance No. 69-21 of October 14, 1969, as amended.

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 exclusive 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 permanent held rank. Each Employee's standing in a platoon seniority sequence shall be based on length of service in a permanently held rank.

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- 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 com-

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pleted 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 Head recommends to the Township Administrator to change status. Department Head 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 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.

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- b. An Employee promoted or transferred as described in sub-section (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 sub-section (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 Bargaining Unit.

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SECTION 6. Lay-off and Recall

- a. Seniority shall prevail in cases of lay-off, 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 lay-offs shall be in the inverse order of appointment. Recall reinstatement shall be in reverse order of Employee's demotion and/or lay-off.
- 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 and 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.

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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 a 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) days period.

SECTION 7. Loss of Seniority

- a. An Employee's seniority and employment shall terminate if:
1. The Employee quits; or
 2. The Employee is discharged; or
 3. The Employee fails to give notice of his intent to return to work within five (5) calendar days and/or fails to report for work within fourteen (14) calendar days after issuance of the Township's notice of recall by certified mail to the last known 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. The 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. The Employee overstays a leave of absence without advising the Township of a reason acceptable to the Township for such over-stay; or

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6. The Employee gives a false reason in requesting a Leave of Absence; or
7. A settlement with the Employee has been made for total disability; or
8. The Employee is retired; or
9. The Employee is laid off or has not, for any reason, worked for a continuous period of two (2) years; or
10. The Employee falsified pertinent information on his application for employment; and
11. The Employee participates in any strike, sit-down, stay-in, slow-down, 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 five (5) working days for reasons other than Sick Leave or Vacation shall not earn seniority during said authorized Leave of Absence.

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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 the orders 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) day written notice in order to provide sufficient time to appoint and train a successor or rearrange work schedules, if necessary.

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ARTICLE 14

HOURS OF EMPLOYMENT

SECTION 1.

The number of hours worked each day during the eight (8) week cycle is set forth in the Schedule hereto attached as Schedule B, except that the Officer-in-charge of the Bureau of Fire Prevention shall work a schedule as prescribed by the Department Head averaging forty-two (42) hours per week.

SECTION 2.

Officers are to be considered available for duty at all times except when on vacation or when proper notification of unavailability has been made beforehand to the Department and shall respond promptly when 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.

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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 the period starting January 1, 1989:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$23.25	\$ 697.50
2nd	45	\$23.25	\$1,046.25
3rd	70	\$23.25	\$1,627.50
4th	90	\$23.25	\$2,092.50
5th	110	\$23.25	\$2,557.50
6th	120	\$23.25	\$2,790.00
7th	140*	\$23.25	\$3,255.00*
8th	160*	\$23.25	\$3,720.00*

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

b. For the period starting January 1, 1990:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Points</u>	<u>Additional Compensation</u>
1st	30	\$24.50	\$ 735.00
2nd	45	\$24.50	\$1,102.50
3rd	70	\$24.50	\$1,715.00
4th	90	\$24.50	\$2,205.00
5th	110	\$24.50	\$2,695.00
6th	120	\$24.50	\$2,940.00
7th	140*	\$24.50	\$3,430.00*
8th	160*	\$24.50	\$3,920.00*

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

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SECTION 2.

The merit incentive points are to be awarded as follows:

- a. Prior to January 1, 1973 each class hour at approved courses of more than ten (10) hours conducted by State, Federal or other training agencies outside of the Departmental in-service training programs and initial recruit academy training - 1/20 point.
- b. After January 1, 1973 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.
- c. 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.
- d. 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.
- e. Qualifying average mark of eighty (80) or above in annual in-service examinations - 1 point.

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- f. 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.
- g. Associate Degree - 15 points.
- h. Associate Degree in Fire Science or Technology - 25 points. However, since Associate Degree in Fire Science were 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.
- 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.
- l. All Firemen appointed prior to the enactment of Ordinance No. 69-21 shall be awarded, one time and one time only, points on the following basis:
 - 1. For each year of service - 1 point.
 - 2. Merit rating for each year of service - 2 points.
 - 3. In-service training for each year of service - 1 point.
 - 4. For each hour completion of approved course as submitted by the Chief of Fire - 1 to 20 points.

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SECTION 3.

Points shall accumulate from date of appointment. 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.

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 course, seminars, etc., to help further and prepare Employee 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.)

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- 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

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 of Fire, or his designee, in his discretion may require Officers who are receiving such overtime to remain on duty until the apparatus is back in service or back taps have sounded.

SECTION 3. Shift Holdover

Any time a shift must be held over, overtime will be computed on a minute-for-minute basis at one and one-half times the Employee's regular rate of pay on a quarter hour basis.

SECTION 4. Overtime List

A rotating overtime day shift list and a rotating overtime night shift list shall be established by the Chief of Fire. The purpose of these rotating overtime lists is to disperse overtime equally to all Officers. These lists are 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 representative shall give first consideration to the Officer with the least amount of total day

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shift hours or night shift hours, whichever is appropriate.

If a man is asked and refuses, he is charged with ten (10) or fourteen (14) hours, whichever is appropriate.

- b. If a Fire Officer is asked to work overtime for a full day or night shift in conjunction with his regular scheduled day or night shift, thus creating a 24 hour tour of duty, and refuses, Employee shall not be charged with ten (10) or fourteen (14) hours as required in Section 4(a) above of this Article.
- 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 (ten (10) or fourteen (14) hours), he will be compensated for the full tour.

SECTION 6.

When the need to fill a position on a shift is known in advance, the Department Head 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 pay check subsequent to the pay period in which overtime was earned.

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ARTICLE 18

CLOTHING AND UNIFORM ALLOWANCE

SECTION 1.

Each employee shall receive a clothing allowance of four hundred fifty dollars (\$450.00) per calendar year for 1989 and five hundred (\$500.00) in 1990 to purchase uniforms to be worn to perform fire duties. Allowance is to be paid in lump sum thirty (30) days after adoption of budget but no later than June 30th. Employee is to provide receipts and proof of purchase to Chief of Fire for entire amount.

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 Department Head. 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.

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SECTION 5.

The Township shall:

- (a) Purchase for each regular, full-time permanent Employee in full-pay status upon appointment for the first time a turnout coat, bunker pants, pair of boots, fire-fighter protective helmet, protective gloves and eye shields;
- (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.

An Employee, upon the approval of the Department Head, is permitted to purchase personal fire fighting equipment, such as fire axes, etc. to be charged against the Clothing and Uniform Allowance provided said equipment is and remains property of the Township and is used only for fire fighting duties.

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 Fire Department related activities.

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ARTICLE 19

LEAVE OF ABSENCE

SECTION 1. Definition

A leave of absence is the absence from duty of an Employee for more than five (5) working days 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 or 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.

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- 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 regarding such termination.
- d. An Employee may not return to work prior to expiration of requested Leave of Absence without the expressed and prior approval of the Township Committee.
- e. An Employee 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 regarding such termination.

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- 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 a Leave of Absence without pay, Employee shall be re-employed at work generally similar to that which he did last and at the prevailing rate of pay for that job, 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 position without written authorization from the Township Committee will be deemed to have abandoned his 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 three (3) work days of administrative leave of absence with pay in each calendar year. Administrative Leave may be used for (1) emergencies, (2) observation of religious or other days of celebration but not holidays, (3) personal business, or (4) other personal affairs.

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SECTION 2. Priority

Priority in granting such administrative leave requests shall be (1) emergencies, (2) observation of religious or other days of celebrations but not holidays, (3) personal business, and (4) 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) working days in advance of the day Administrative Leave is to be taken.
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.

In cases of emergency five (5) working days notice may be waived by the Chief of Fire.

- b. Where, within the Department of Fire, there are more requests than can be granted for use of this leave for one of purposes stated above in this Article, the conflict will then be resolved on a first come, first serve basis, ie., 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.

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SECTION 4. Accumulation

Such administrative leave shall not accumulate beyond the calendar year in which earned without the expressed approval of the Department Head 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 Department Head to a regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties in the event of a death of a member of the immediate family from day of death to an including day of funeral, provided such Employee attends the funeral.

SECTION 2. Immediate Family

Immediate family shall consist of father, mother, sister, brother, spouse, child and the parents of spouse of one marriage.

SECTION 3. Additional Bereavement Leave

A regular, full-time, permanent Employee in full-pay status and actively at work performing assigned duties shall be granted by the Department Head one day of bereavement leave to attend funeral of grandparents and the grandparents of spouse of one marriage.

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SECTION 4. Additional Time

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

SECTION 5. Notification

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

SECTION 6. Special Circumstances

Under Special Circumstances, a Department Head, where he deems it fit and proper, may grant time-off for attending funeral services only for a person other than those aforementioned in Sections 2 and 3 of the Article solely at the discretion of the Department Head and Township Administrator and without recourse to the grievance procedure.

ARTICLE 22

DISABILITY LEAVE

SECTION 1. Definition

Disability Leave shall mean the absence from duty of a regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties because of illness or injury-on-the job as a result of and arising from employment with the Township.

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SECTION 2. Disability Leave Days

Whenever such an Employee is disabled through injury or illness as a result of and arising from employment with the Township as evidenced by a certificate of a physician and by qualification for Workers' Compensation, such Employee may be granted a Leave of Absence by the Township Committee with full pay:

Two (2) calendar weeks for each year of service,
not to exceed fifty-two (52) weeks.

In the event an Employee is seriously injured on-the-job in the line of duty, the Township Committee may waive the years of service eligibility requirements.

SECTION 3. Disability Benefits Assignment

During the period in which the full salary or wages of any Employee on Disability Leave is paid by the Township, any weekly compensation payments received by the Employee under the Township Workers' Compensation Policy, or social security disability benefits, or any other disability benefits provided by a program paid for by the Township shall be assigned to the Township.

SECTION 4.

Days lost through compensable disability shall not be charged against Sick Leave allowance.

SECTION 5. Lump Sum Awards

Lump sum compensation awards for permanent disability shall not be deducted from the salary paid by the Township.

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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 work force or such other duties as the Department Head and/or the 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 |
| Independence Day | Christmas Day |

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SECTION 3.

a. An Employee may elect to be paid at his regular daily rate of compensation or elect time off in lieu of Holiday pay ("H" day) for any or all of the twelve (12) said paid holidays from the said list of legal holidays with the prior consent of the Chief of Fire and Township Administrator provided Employee advises Department Head and the Department of Finance of such selection no later than November 1st of the year preceding the calendar year in which holidays occur.

b. An Employee will be paid for all unused Holidays ("H" days) in the first scheduled pay in December for the current calendar year at the current daily rate of compensation "H" day was earned and accrued in addition to the Employee's regular per annum salary upon verification and approval of the Chief of Fire.

SECTION 4.

Employees agree that compensatory time-off ("H" day) in lieu of a paid holiday will not be requested to run concurrent with the Employee's Vacation Leave.

SECTION 5.

Employees agree that compensatory time-off ("H" day) in lieu of a paid holiday will not be requested if such request requires the calling-in or holding over of an off-duty Employee or diminishes the effectiveness of the Department of Fire.

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ARTICLE 24

MILITARY LEAVE

SECTION 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

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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, reservists 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", "undesireable", "bad conduct" or "dishonorable" does not meet the statutory standard and will result in the veteran forfeiting re-employment rights.

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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 Department Head, 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

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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

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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 Department Head 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 Officers(s) assigned the duty of Fire Prevention Officer shall be required to matriculate and satisfactorily complete the courses, seminars, or any other education training-type events mandated by competent authority of the Township, County, State

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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 education 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 education training-type events at the earliest possible time.

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

c. The Department Head shall have 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 education 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 Department Head, 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

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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 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 assignment as Fire Prevention Officer.

d. 1. The Department Head shall be responsible for insuring that performance evaluations of the Fire Officer as a Fire Prevention Officer are conducted and the Department Head 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

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every six (6) months. Employee will continue at his then current incremental level automatically unless Department Head recommends to the Township Administrator, in writing, to change Employee's status to the next incremental level. Department Head must make a recommendation at the end of the eighteen (18) months period to recommend changing Employee's Fire Prevention Officer incremental level or reassigning Employee to Fire Officer status.

SECTION 5. Selection and Reassignment

- a. The Department Head shall be responsible for establishing selection criteria and selecting Employee for assignment to the duty of Fire Prevention Officer.
- b. The Department Head 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. Department Head 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

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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.

SECTION 7. Waiver

The incremental step increase requirement outlined in Section 4, shall be waived for any Fire Officer(s) presently assigned to the Bureau of Fire Prevention as of November 30, 1982. Such Fire Prevention Officer(s) shall automatically qualify for Grade 3 compensation.

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

Every absence on account of sickness of three or more working days must be certified by a written statement from an attending physician, unless not requested by Township.

SECTION 3. Verification

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

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SECTION 4. 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 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 work force at Township expense.

SECTION 5. Sick Leave Days

- a. An Employee shall earn, accrue, and accumulate one (1.0) day of Sick Leave with Pay for each full calendar month of service for a maximum accumulation of twelve (12.0) days of Sick Leave with Pay per annum for a maximum accumulation of ninety-one (91.0) days of Sick Leave with Pay for use for absence due to bonafide illness.
- b. When accumulated unused Sick Leave falls below ninety-one (91.0) days, Sick Leave may subsequently be earned, accrued and accumulated at the rate of one (1.0) day for each full calendar month of service until a maximum accumulation of ninety-one (91.0) days is again reached.
- c. An Employee can elect to sell back Sick Leave earned but not used, during a calendar year. The Sick Leave being sold back is to be calculated at the daily rate of pay the Sick Leave was earned and paid in the 2nd paycheck of January of the succeeding year based on the schedule that follows. Employee must be on the Township's payroll as a full-time Employee from January 1st through December 31st of the calendar year for which the Employee wishes to sell back unused Sick Leave and be employed full-time for the entire calendar year. No

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Sick Leave can be sold back for a partial year except in the year the Employee retires and begins receiving pension benefits.

<u>Sick Leave Days Used</u>	<u>Maximum Number of Sick Leave Days That Can Be Sold Back</u>	<u>Maximum Number of Sick Leave Days That Can Be Added To Accumulated Sick Leave Bank</u>
0	5	7
1	3	8
2	2	8
3	1	8
4	0	8
5	0	7
6	0	6
7	0	5
8	0	4
9	0	3
10	0	2
11	0	1
12	0	0

d. Daily rate of pay is computed by totalling the Annual Base Salary, Merit Incentive Program Pay, and Fire Prevention Officer Increment, if any, dividing the sum by 26 and dividing again by 10.

e. For purposes of calculating the additional Terminal Leave for accumulated unused Sick Leave in hours, each day of unused Sick Leave day is multiplied by 12 hours for a maximum of 91 days times 12 hours for 1,092 hours.

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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 an examining physician retained under Township authorization disclosed the Employee's illness is willfully self-imposed.
- c. If the opinion of an 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 (1/2) rate of pay to an Employee over the time allowed and available for use in Section 5 hereinbefore set forth in 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 provided by a program paid for by the Township.

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SECTION 8. Notification

All Sick Leave shall be reported to the Department Head who shall in turn 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 the provisions of this Article or other administrative procedures can result in loss of pay for 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 advance on 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.

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ARTICLE 27

SPECIAL LEAVE

SECTION 1.

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 Department Head or his designee provided:

- a. Such substitution does not impose any additional work to Township.
- b. Such substitution be of officer rank only.
- c. The efficiency of the Department of Fire is not diminished or impaired or 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 Department Head.

SECTION 2.

An Employee who serves as acting Chief of Fire may be given Special Leave at the sole discretion and judgment of Chief of Fire.

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

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twenty-five (25) or more years of creditable service as a "Sworn Uniform Firefighter 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, N. J. Department of Treasury; (3) retired; and (4) been awarded a pension shall be entitled to Terminal Leave at the rate of two (2) days of pay for each year of creditable service with the Township's Department of Fire at the then current daily rate of pay.

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.

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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, 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 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 Uniformed 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 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 in cash 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

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Program Pay and Fire Prevention Officer Increment, if any, dividing that by 26 and dividing again by 10. Any Employee retiring on or before March 1, 1986 currently receiving Holiday Leave Pay as part of the bi-weekly paycheck, may include same in Daily Rate of Pay.

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 following schedule beginning with calendar year 1987:

<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

An Employee hired prior to January 1, 1957 and having completed thirty (30) years or more of continuous service with the Township's Department of Fire as of December 31, 1986 shall be "grand-fathered" and therefore eligible for twenty-four (24) days of vacation during calendar year 1987 and 1988

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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

Working days shall mean both day and night shift. Working days for the purpose of computing length of vacation shall be based on the forty-two (42) hour average work week in an eight (8) week cycle as described in "Hours of Employment" Article of this Agreement. For those Employees working a schedule other than that described above, they shall have their vacation computed as if they were working above said schedule.

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SECTION 4. Carry-over

An Employee may carry-over not more than four (4) working days vacation from one calendar year to the next calendar year subject to the approval of the Department Head 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 Department Head and Township Administrator. An Employee can request no more than eight consecutive working days 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 Department Head and Township Administrator without recourse to the Grievance Procedure over such denial.

SECTION 6. Injury or Illness

In the event an Employee incurs an injury or is ill for four (4) consecutive work days 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 Department Head and, if possible, without the rescheduling of other personnel and provided that there is no interference with the operation of the Township.

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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 Department Head 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 to the Chief of Fire on a form prescribed by the Township who 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

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or on a 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 (\$7,000.00) dollars in addition to the Township provided Group Term Life Insurance Policy in the face amount of three thousand (\$3,000.00) dollars.
 - 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 thru 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 of coverage.
- b. Any Retiree failing to remit in a timely manner the annual renewal premium shall automatically cancel the ten thousand (\$10,000.00) dollar Group Term Life Insurance Policy and shall forfeit all right to same.

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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 carrier 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 or the Employee may opt to enroll for Employee and dependents of immediate family in the Dental Insurance carrier's Flagship Alternate Program IV, Cap Plan D, subject to carrier's enrollment requirements.

SECTION 2. Health Maintenance Organization

The Township's contribution towards the cost of a Health Maintenance Organization Plan for an Employee electing to enroll in a Health Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A.26:2J-1 et seq.), as amended, shall be limited to the amount of the contribution the Township makes to the Health Insurance Plan for which the Township is under

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contract, as mandated by the statute; and, the Employee through payroll deduction shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

SECTION 3.

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

HOSPITALIZATION INSURANCE

SECTION 1.

The Township shall provide to each regular, full time, permanent Employee and the dependents of the immediate family a group "customary, reasonable" hospitalization, medical surgical, and major medical insurance plan.

SECTION 2.

The Township shall contribute towards the cost of a Health Maintenance Organization Plan for an Employee electing to enroll in a

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Health Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A.26:26-1 et seq.), as amended, shall be limited to the amount of the contribution the Township makes to the Health Insurance Plan for which the Township is under contract, as mandated by the statute; and, the Employee through payroll deduction shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

SECTION 3.

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

ARTICLE 33

PRESCRIPTION INSURANCE

SECTION 1.

The Township shall provide to each regular, full time, permanent Employee and the dependents of the immediate family a \$2.00 Co-Pay/ No Contraceptive Prescription Plan.

SECTION 2. Health Maintenance Organization

The Township's contribution towards the cost of a Health Maintenance Organization Plan for an Employee electing to enroll in a Health

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Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A.26:2J-1 et seq.), as amended, shall be limited to the amount of the contribution the Township makes to the Health Insurance Plan for which the Township is under contract, as mandated by the statute; and, the Employee through payroll deduction shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

SECTION 3.

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, Divi-

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sion of Pensions, New Jersey Department of Treasury, (3) retired; 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 On or After January 1, 1976

a. Hospitalization Insurance

(1) The Township shall provide a group hospitalization, medical surgical and major medical insurance plan to each Employee who retires on or after January 1, 1976 and on or before December 31, 1977 in a manner hereinabove set forth in Section 1 of this Article and the spouse of the Employee at time of retirement until the Retiree's death or until the death of the spouse, which ever event shall occur later.

(2) Each Retiree in the month Retiree celebrates sixty-fifth (65th) birthday will cease to be eligible to participate in the Township's aforesaid contracted group plan.

(3) In the event Retiree precedes spouse in death and spouse has not remarried, the spouse ceases to be eligible to participate in the Township's aforesaid contracted group insurance plan in the month spouse celebrates sixty-fifth (65th) birthday.

b. Dental Insurance

(1) The Township shall provide a group dental insurance plan to each Employee who retires on or after January 1, 1976 and on or before December 31, 1977 in a manner hereinabove set forth in Section 1 of this Article. The Township shall contribute at the monthly premium rate in effect on January 1, 1979 for "Single" coverage classification regardless of whether Employee

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is classified as "One Party", "Two Party", "Three Party" or some other classification system. An optional arrangement is available for Retiree to cover dependents at the then prevailing rate of Retiree's expense.

(2) Each Retiree in the month Retiree celebrates sixty-fifth (65th) birthday will cease to be eligible to participate in the aforesaid Township contracted group insurance plan.

(3) In the event Retiree precedes spouse in death and spouse has not remarried, the spouse ceases to be eligible to participate in the aforesaid Township contracted group insurance plan in the month spouse celebrates sixty-fifth (65th) birthday.

SECTION 3. 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 two and one quarter per cent (2-1/4%) 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 two and one quarter per cent (2-1/4%) 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.

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c. Health Maintenance Organization

The Township's contribution towards the cost of a Health Maintenance Organization Plan for a Retiree electing to enroll in a Health Maintenance Organization as permitted under the Health Maintenance Organization Act of 1972 (N.J.S.A.26:2J-1 et seq.) as amended shall be limited to the amount of the contribution the Township makes to the Health Insurance Plan for which the Township is under contract, as mandated by the statute; and, the Retiree shall pay the difference between the Township's contribution and the higher Health Maintenance Organization Plan premium cost.

- d. 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 sixty-fifth (65th) birthday.
- e. 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.
- f. 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.

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- G. The Township reserves the right to subscribe to and enter Retiree into a Community Direct Pay program in lieu of Retiree being an Enrollee in Township Experience Rated Program.
- h. 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 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 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 ($\$119.00 - 100.00 = 19\% \times \$100.00 = \$19.00 - \$100.00 = \$19.00$) for year x's utilization in excess of premiums.

ARTICLE 35

DEATH BENEFITS

SECTION 1.

Any regular full-time permanent Employee who dies while in the employ of the Township, then and in that event, their beneficiaries 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.

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SECTION 2.

- a. In the event of the death of a regular full-time permanent Employee covered under this Agreement who 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

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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 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 and 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 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

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performance of regular or assigned duty 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.

- d. The Township shall contribute 25% of the monthly premium for an Employee for each Employee with 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 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 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 the Treasury, may submit a Letter of Intent to the Township Committee requesting Disability Medical Benefits indicating the Disability Classification being requested and the reasons therefor. Employee must submit any and all medical records requested by the Township Committee.

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- 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

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all appropriate benefits when rendering assistance to a neighboring Municipality under proper authority in accordance with N.J.S.A. 40A:14-156.1 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

SAVINGS

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

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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 the 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 only 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

DURATION

This Agreement shall be in full force and effect as of January 1, 19 and shall remain in effect to and including December 31, 19 , without any reopening date. 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 fifty (150) nor later than one hundred twenty (120) days prior to the expiration of this Agreement 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 the 6th day of July of 1987.

CRANFORD FIRE OFFICERS ASSOCIATION

TOWNSHIP OF CRANFORD
UNION COUNTY, NEW JERSEY

By Leonard R. Nolan III

By Thomas H. Lane

William A. Singer

ATTEST:

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ATTEST:

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SCHEDULE A

FIRE SAFETY PATROL DUTIES

Members of the Fire Department, when assigned to safety patrol, shall perform the following duties:

1. Be on constant lookout for fires or possible causes of fire within the area assigned and use due diligence in discovering and reporting the same as well as extinguishing and abating fires whenever possible.
2. Be on constant lookout for fallen or dangling electric wires or other similar hazards and immediately notify Fire Headquarters who in turn shall notify Police Headquarters of existence of the same and their location and guard such wires and hazards in order to prevent injury or damage to persons and property.
3. Check fire signal call boxes and fire hydrants and report promptly any damage thereto to Fire Headquarters who in turn shall notify Police Headquarters.
4. Make fire prevention and safety inspections and render services in connection with the various codes for fire prevention and the safety of the public.
5. Assist the Police Department with accidents when Fire Department presence is needed and remain at the scene as required.
6. While on patrol, report to Fire Headquarters and stand by all accidents, request assistance for First Aid Squad and render first aid when required.
7. Be on constant lookout for Fire Code infractions and use

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diligence in discovering and reporting the same to Fire Headquarters. Where necessary, protect persons and property from threatened wrong and lodge and prosecute proper complaints.

8. Whenever a disturbance occurs within the patrol limits or the immediate vicinity thereof immediately notify Fire Headquarters who will in turn notify the Police Department and use his best efforts to rectify the situation.
9. Patrol emphasis shall be given to schools, churches, public buildings, vacant lots, playgrounds, and areas surrounding same, multiple dwellings and areas of new construction.
10. Patrol those areas designated by the Fire Department which may be experiencing excessive false fire alarms, arson, malicious mischief, pertaining to fire related conditions.
11. Patrol personnel when summoned to ambulance calls will aid and render assistance in readying the patients for ambulance transportation.
12. If, while performing the aforementioned duties, a member of the Fire Department is directed to a fire alarm, he shall immediately cease such duties and shall respond to the fire alarm, except in an instance where danger to the life of a person would result by the cessation of such exercise of duties. In such latter instance, a member of the Fire Department shall continue to exercise such duties until relieved. Every reasonable effort shall be made to notify the Fire Department Control Desk that he is unable to respond to the alarm.
13. A member of the Fire Department, when assigned to patrol

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duties, shall furnish such information or render such emergency assistance as may be consistent with his duties to all persons who may request the same.

14. A member of the Fire Department, when assigned to patrol duties, shall note all activities within his patrol limits, and shall thoroughly acquaint himself with all parts of his patrol district including the names and locations of streets, the location of public buildings, schools, industrial areas, parks, etc. While on such duty, he shall have a city map available.
15. A member of the Fire Department, when assigned to patrol duties, upon returning to duty after being absent for any reason whatsoever, shall immediately familiarize himself will all official orders and other pertinent information available concerning his duties.
16. A member of the Fire Department is prohibited from revealing any information whatsoever concerning injury or damage to persons or property except to duly constituted authorities.
17. A member of the Fire Department, when assigned to patrol duties, shall not communicate verbally or in writing, directly or indirectly, in any form or manner, any information which may tend to defeat the ends of justice. Every member shall treat as confidential the official business of the Fire Department or any other municipal department. He shall not impart any information concerning the official business of such departments to anyone except those for whom such information is intended, or as directed by superior officers or under process of law; and he shall not make known to any

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person any special order which he may receive unless required to do so by the nature of the order.

18. Essentially, the Fire Safety Patrol program is an integral part of the department's primary function, namely, fire protection and adjunct programs of in-service fire training, building and service inspections, etc.
19. Personnel on Fire Safety Patrol duty shall maintain a complete record of all activities occurring during their patrol assignment on special report forms.
20. Members of the Fire Department, while on Fire Safety Patrol, may be required to perform such other fire related duties as may be assigned by the Commissioner of Public Safety, the Chief of the Fire Department or his designated representative.
21. Safety Patrol vehicles shall be manned by one Firefighter under normal conditions.
22. The normal duration of patrol shifts shall be three (3) hours per day and the number of patrol shifts shall be at the direction of the Commissioner of Public Safety, the Chief of the Fire Department or his designated representative.
23. Patrol shifts may be temporarily suspended at the discretion of the Fire Chief or his designated representative.

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SCHEDULE B

42 HOUR WORK WEEK EIGHT (8) WEEK CYCLE

- a. Four (4) platoon daily schedule in eight (8) day cycle. Seven (7) repeats of chart below for any one platoon shall average forty-two (42) hours in eight (8) weeks.

EIGHT (8) DAY CYCLE								
PLATOON	1st	2nd	3rd	4th	5th	6th	7th	8th
#1	D	D	O	N	N	O	O	O
#2	N	O	O	O	D	D	O	N
#3	O	N	N	O	O	O	D	D
#4	O	O	D	D	O	N	N	O

- b. The following method is used to compute the forty-two (42) hour work week in any eight (8) week cycle (56 calendar days, 336 hours).

CALENDAR DAYS								
WEEKS	1st	2nd	3rd	4th	5th	6th	7th	Hrs.
1st week	D	D	O	N	N	O	O	48
2nd week	O	D	D	O	N	N	O	48
3rd week	O	O	D	D	O	N	N	48
4th week	O	O	O	D	D	O	N	34
5th week	N	O	O	O	D	D	O	34
6th week	N	N	O	O	O	D	D	48
7th week	O	N	N	O	O	O	D	38
8th week	D	O	N	N	O	O	O	38
TOTAL HOURS EIGHT (8) WEEKS								336

42 hrs./wk.
8/336

LRD

1. Start computation first trick of days and follow table above.
2. In case of a transfer, the transfer must be within the eight (8) week cycle to compute hours worked.
3. Work Cycle computation must begin at least eight (8) days prior to any change affecting cycle.
4. Code:
 - "D" - DAY SHIFT - 0800 to 1800 hrs. - 10 hr. shift
 - "N" - NIGHT SHIFT - 1800 to 0800 hrs. - 14 hr. shift
 - "O" - OFF DUTY

LRW

SCHEDULE C

SALARIES

Section 1. The following per annum salaries shall be effective January 1, 1989 for Fire Lieutenants:

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	<u>IF 12 Holidays Unused</u>	<u>Total</u>
<u>Fire Lieutenants</u>	37,627.20	0	-	37,627.20	1,736.64	39,363.84
	37,627.20	30	697.50	38,324.70	1,768.83	40,093.53
	37,627.20	45	1,046.25	38,673.45	1,784.93	40,458.38
	37,627.20	70	1,627.50	39,254.70	1,811.76	41,066.46
	37,627.20	90	2,092.50	39,719.70	1,833.22	41,552.92
	37,627.20	110	2,557.50	40,184.70	1,854.68	42,039.38
	37,627.20	120	2,790.00	40,417.20	1,865.41	42,282.61
	37,627.20	140*	3,255.00*	40,882.20	1,886.87	42,769.07
	37,627.20	160*	3,720.00*	41,347.20	1,908.33	43,255.53

Section 2. The following per annum salaries shall be effective January 1, 1989 for Fire Captains:

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	<u>IF 12 Holidays Unused</u>	<u>Total</u>
<u>Fire Captains</u>	41,392.00	0	-	41,392.00	1,910.40	43,302.40
	41,392.00	30	697.50	42,089.50	1,942.59	44,032.09
	41,392.00	45	1,046.25	42,438.25	1,958.69	44,396.94
	41,392.00	70	1,627.50	43,019.50	1,985.52	45,005.02
	41,392.00	90	2,092.50	43,484.50	2,006.98	45,491.48
	41,392.00	110	2,557.50	43,949.50	2,028.44	45,977.94
	41,392.00	120	2,790.00	44,182.00	2,039.17	46,221.17
	41,392.00	140*	3,255.00*	44,647.00	2,060.63	46,707.63
	41,392.00	160*	3,720.00*	45,112.00	2,082.09	47,194.09

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

LRA

SCHEDULE C

SALARIES

Section 3. The following per annum salaries shall be effective January 1, 1990 for Fire Lieutenants:

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	IF <u>12 Holidays Used</u>	<u>Total</u>
Fire Lieutenant	40,081.60	0	-	40,081.60	1,849.92	41,931.52
	40,081.60	30	735.00	40,816.60	1,883.84	42,700.44
	40,081.60	45	1,102.50	41,184.10	1,900.80	43,084.90
	40,081.60	70	1,715.00	41,796.60	1,929.07	43,725.67
	40,081.60	90	2,205.00	42,286.60	1,951.69	44,238.29
	40,081.60	110	2,695.00	42,776.60	1,974.30	44,750.90
	40,081.60	120	2,940.00	43,021.60	1,985.61	45,007.21
	40,081.60	140*	3,430.00*	43,511.60	2,008.23	45,519.83
	40,081.60	160*	3,920.00*	44,001.60	2,030.84	46,032.44

Section 4. The following per annum salaries shall be effective January 1, 1990 for Fire Captains:

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	IF <u>12 Holidays Unused</u>	<u>Total</u>
Fire Captains	44,096.00	0	-	44,096.00	2,035.20	46,131.
	44,096.00	30	735.00	44,831.00	2,069.12	46,900.12
	44,096.00	45	1,102.50	45,198.50	2,086.08	47,284.58
	44,096.00	70	1,715.00	45,811.00	2,114.35	47,925.35
	44,096.00	90	2,205.00	46,301.00	2,136.97	48,437.97
	44,096.00	110	2,695.00	46,791.00	2,159.58	48,950.58
	44,096.00	120	2,940.00	47,036.00	2,170.89	49,206.89
	44,096.00	140*	3,430.00*	47,526.00	2,193.51	49,719.51
	44,096.00	160*	3,920.00*	48,016.00	2,216.12	50,232.12

* Must have obtained a minimum of Associates Degree to qualify for this amount.

Section 5. The following per annum salaries shall be effective January 1, 1989 Officers assigned as Fire Prevention Officer.

	<u>Base Salary</u>	<u>Merit Points</u>	<u>Incentive Amount</u>	<u>Total Base</u>	IF <u>12 Holidays Unused</u>	<u>Total</u>
Probationary	-	-	-	-	-	-
1st Grade	502.32	-	-	502.32	23.18	525.50
2nd Grade	764.40	-	-	764.40	35.28	799.68
3rd Grade	1,026.40	-	-	1,026.40	47.37	1,073.77