

A G R E E M E N T

Between

TOWNSHIP OF CRANFORD, *Tea*
UNION COUNTY, NEW JERSEY

And

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION - LOCAL NO. 37

X January 1, 1983 through December 31, 1984

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DESIGNATION OF PARTIES

This Agreement, made and entered into this *14th* day of 1982, of *December*
effective as of the 1st day of January 1981 between the Township
of Cranford, County of Union, a Municipal corporation of the State
of New Jersey, hereinafter called "Township"

and

Local Union No. 37, Firemen's Mutual Benevolent Association,
Cranford, New Jersey, hereinafter called "F.M.B.A." or "Union".

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ARTICLE I

PREAMBLE

SECTION 1. Purpose of Agreement

The Township and Union agree that the general purpose of this Agreement is 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 F.M.B.A. Bargaining Unit 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 that they merit the respect and confidence of the general public.

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ARTICLE II

RECOGNITION

SECTION 1.

The Township of Cranford hereby recognizes the Firemen's Mutual Benevolent Association, Local No. 37 as the sole and exclusive representative for the collective Bargaining Unit of all regular, full-time, permanent "duly sworn firemen" of the non-commissioned rank of Firefighter within the Township of Cranford Department of Fire for purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment but excluding the Chief of Fire, Deputy Chief(s) of Fire, Assistant Chief(s) of Fire, Fire Captain(s), Fire Lieutenant(s), clerical employee(s), and all other Employees of the Township.

SECTION 2:

The term "bargaining unit" as used herein shall include "all duly sworn Firemen" set forth hereinabove regardless of whether Employee(s) are members or non-members of the Firemen's Mutual Benevolent Association - Local No. 37.

SECTION 3.

The term "Employee" as used herein shall mean Employee(s) represented by the Bargaining Unit.

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ARTICLE III

AREAS OF NEGOTIATION

The Township and the F.M.B.A. hereby agree that the F.M.B.A. has the right to collectively negotiate as to rates of pay, hours of work, fringe benefits, working conditions, procedures for adjustment of disputes and grievances, and all other related terms and conditions of employment.

ARTICLE IV

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 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, power, functions and authority of management.

c. The Union further recognizes that the management of the Township, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Township.

SECTION 3.

All rights which ordinarily vest in and are exercised by Employers except such as are specifically relinquished herein, are reserved to and remain vested in the Township, including but without limiting the generality of the foregoing are the right to: manage the Municipality generally; decide the number and location of facilities; decide all machine, tools and equipment to be used; decide the service to be provided and the manner of providing them; decide the work to be performed; move or remove a facility or any of its parts to other areas; decide the method and place of providing its services; determine the schedules of work; maintain order and efficiency in its facilities and operation; hire, lay off, assign, transfer and promote Employees; determine the qualifications of Employees, determine standards of workmanship; determine qualifications and conditions for continued employment; determine and redetermine job content; determine the starting and quitting time; determine the amount of supervision necessary; study and/or introduce new or 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.

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

SECTION 4.

The Township retains the sole right to discipline and discharge Employees for cause, provided that in the exercise of this right it will not act in violation of the terms of the Agreements.

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

ARTICLE V

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.

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 VI

NO-STRIKE PLEDGE

SECTION 1.

The F.M.B.A. covenants and agrees that during the term of this Agreement neither the F.M.B.A. 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

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report for duty, or willful absence of an Employee from his 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 or other job action against the Township. The F.M.B.A. agrees that such action would constitute a material breach of this Agreement. The F.M.B.A. further agrees that its members upon direction by the Chief, or his designee, will respond to cover in other municipalities where a fire or emergency or rescue activity is in progress.

SECTION 2.

The F.M.B.A. 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. The F.M.B.A. actions will include, but not be limited to, publicly disavowing such activities in the media and ordering all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

SECTION 3.

In the event of a strike, slow down, walk-out or job action, it is covenanted and agreed that participation in any such activity by any F.M.B.A. member shall be deemed grounds for disciplinary action including possible termination of employment of such Employee or Employees.

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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 F.M.B.A. or its members.

ARTICLE VII

MANPOWER

SECTION 1.

The Township has the sole and exclusive responsibility for determining the manning strength of the department and to determine the level of services and funding in order to protect the health, welfare and safety of residents and Employee(s).

SECTION 2.

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

SECTION 3.

Manpower shall be maintained by paid personnel only.

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ARTICLE VIII

FIRE SAFETY PATROL

SECTION 1.

In addition to the duties currently performed by firefighters, the Department of Fire will operate a Fire Safety Patrol whose duties are set forth in the Schedule entitled, Fire Safety Patrol Duties, attached hereto as Schedule A.

SECTION 2.

A man shall be assigned to the dispatch desk at headquarters at all times at the sole discretion of the Chief of Fire.

SECTION 3.

While on duty firefighters shall be expected to perform Fire Department duties at all times, including (but without limitation) training, fire safety patrol, maintenance of equipment, inspection and any other fire related duties as may be prescribed by their superior.

ARTICLE IX

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, programing, and carrying out a realistic, effective training program.

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SECTION 2.

When temperatures are above 85 degrees Fahrenheit or below 35 degrees Fahrenheit, outdoor training shall be curtailed. Temperature recorded at Union College Weather Station shall be used to implement this Article.

ARTICLE X

DUES CHECK-OFF

SECTION 1.

The Township agrees to deduct current uniform dues on a monthly basis provided at the time of such deduction there is in possession of the Township a current written assignment, individually and voluntarily executed by the Employee, in the form and according to the terms of the authorization form provided by the Township executed annually or upon re-instatement.

SECTION 2.

The Township will deduct current uniform dues from the pay of Employees for the last pay period in the calendar month. If an Employee has no pay coming for such period or if such pay period is the first pay of a new Employee, such dues shall be deducted from the next appropriate pay period.

SECTION 3.

The Township will deduct from the pay of Employees in any one month only dues incurred while an Employee has been in the employ of the Township and only such amounts becoming due and payable in such month.

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SECTION 4.

In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain appropriate refund from the Union.

SECTION 5.

All sums deducted by the Township shall be remitted to the Treasurer, Local Union No. 37, Firemen's Mutual Benevolent Association, 7 Springfield Avenue, Cranford, N.J. not later than the last day of the calendar month subsequent to the month in which such deductions are made.

SECTION 6.

In the event the Union requests that the Township deduct dues in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's Constitution; provided that in the event a new written authorization from the Employee is necessary that such authorization will be secured by the Union and presented to the Township prior to the deduction of the newly certified amounts.

SECTION 7.

The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any Employee

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as above provided, it shall make that deduction from the Employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Union.

SECTION 8.

This Article shall not be construed as or interpreted to mean that the Township recognizes, acknowledges or in any other manner signifies the dues check-off as anything other than a voluntary open shop arrangement.

SECTION 9.

The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Township for purpose of complying with any of the provisions of this Article.

ARTICLE XI

F.M.B.A. ACTIVITY PROTECTED

SECTION 1.

Nothing shall abridge the right of any duly authorized representative of the F.M.B.A. to present the views of the F.M.B.A. to the citizens on issues which affect the welfare of its members.

SECTION 2.

It is recognized that the free flow of information and guidance of Union members is essential to maintain good order within the

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Bargaining Unit. Therefore, officers and representative of F.M.B.A. Local No. 37 only are permitted to meet with and conduct business with members of F.M.B.A. Local No. 37 only who are on duty in the Fire Station, provided that prior consent of the Department Head has been secured and such meetings shall not cause disruption or interfere with the good order and operation of the department. This privilege shall not be abused.

SECTION 3.

It is understood that this Agreement is a lawful document binding both parties, their representatives and members of the Bargaining Unit.

SECTION 4.

Violations of this Agreement may constitute grounds for recommending disciplinary action by either party at an appropriate level.

ARTICLE XII

MAJORITY BARGAINING AGENT RIGHTS AND DUTIES

(Union Business Leave)

SECTION 1.

No more than (2) members of the F.M.B.A. Negotiating Committee shall be granted leave from regular duty without loss of regular straight time pay for meetings with the Township for the purpose of negotiating the terms of a contract. The prior permission for such leaves from regular duty must first be obtained from the Employee's immediate superior.

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SECTION 2.

No more than one (1) member of the F.M.B.A. Grievance Committee shall be granted leave from duty without loss of regular straight time pay for meetings between the Township and F.M.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 3.

There shall be five (5) members of the F.M.B.A. granted leave without loss of regular straight time pay to attend and serve as delegates to the Annual State F.M.B.A. Convention. The Township and the F.M.B.A. agree to be bound by the provisions of N.J.S.A. 40A: 14-177, where applicable, provided that the fire fighting capability of the Cranford Fire Department will not be diminished by the absence of these firemen, such determination to be made by the Fire Chief.

SECTION 4.

The Executive Delegate of the F.M.B.A. may be granted leave from duty without loss of regular straight time pay for all local, regional, and state meetings when such meetings take place at a time during which such Employee is scheduled to be on duty, provided that the fire fighting capability of the Cranford Fire Department will not be diminished by the absence of this fire-fighter, such determination to be made by the Fire Chief.

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SECTION 5.

The F.M.B.A. shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible insofar as legally possible, for the adherence to the terms and conditions of this Agreement by such members.

SECTION 6.

An Employee(s) who is a member of the Bargaining Unit and who has been elected as State President, State Vice President or State Secretary-Treasurer of State F.M.B.A. shall be granted leave from duty without loss of regular straight time pay for all local, regional and state meetings and conventions when such meetings or conventions take place at a time during which such member is scheduled to be on duty provided that the fire fighting capability of the Cranford Fire Department will not be diminished by the absence of this Employee(s), such determination to be made by the Fire Chief and subject to the approval of the Township Administrator.

SECTION 7.

A copy of the contract shall be furnished to each member by the Township of Cranford.

SECTION 8.

Nothing contained in this Agreement shall be construed to deny or restrict the Majority Bargaining Unit its rights and responsibilities under Chapter 123 or any other national, state, county or local laws or ordinances.

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ARTICLE XIII

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.

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.

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ARTICLE XIV

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 F.M.B.A. on behalf of an individual or group of individuals, or the Township. Grievances must pertain to matters of interpretation or application of express provisions or alleged violations of this Agreement.

SECTION 2. General

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

SECTION 3. Grievance Steps

The aggrieved shall institute action under the provisions herein within ten (10) calendar days after the event giving rise to the alleged grievance or ten (10) calendar days after an Employee has knowledge thereof 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 One.

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 five (5) working days.

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 Commit-

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tee 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 F.M.B.A. 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 F.M.B.A. Failure to hold a hearing or submit an answer in writing under Step Three shall move the grievance to Step 5.

Step 5. If such grievance is not settled by Step 4 above, it may be submitted for binding arbitration in accordance with the provisions of Grievance Arbitration Article.

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 Grievances shall be filed directly with the Executive Board of the F.M.B.A. and an earnest effort shall be made to settle the differences between the Township and the F.M.B.A. If such grievance is not settled, it may be submitted for arbitration in accordance with provisions of Grievance Arbitration Article.

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

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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 F.M.B.A. 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.

SECTION 7.

Grievances shall be maintained in a separate Grievance file. Grievances shall not be placed in the personnel files of any employees.

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ARTICLE XV

GRIEVANCE ARBITRATION

SECTION 1.

- a. Either party may request arbitration of 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 desire to arbitrate, the Township and F.M.B.A. shall attempt to agree on an arbitrator. If the Township and the F.M.B.A. 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 F.M.B.A. 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 F.M.B.A. 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 F.M.B.A. Local No. 37. In the event separate statements of the issues are submitted, the Township shall sign its copy and the Officers of F.M.B.A. Local No. 37 shall sign the F.M.B.A.'s 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 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 the 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 F.M.B.A. 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 F.M.B.A. 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 F.M.B.A. 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 purposes of appearing at the arbitration 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 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.

SECTION 8.

Grievances shall be maintained in a separate Grievance file. Grievances shall not be placed in the personnel files of any employees.

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ARTICLE XVI

DISCIPLINE

Disciplinary action as to suspensions and dismissals will be in accordance with Section Twenty (20) of the Township Ordinance #69-21 of October 14, 1969, as amended.

ARTICLE XVII

SENIORITY

SECTION 1. Definition

- a. An Employee must be regular, full-time, permanent, and in full-pay status in order 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 lay-off.
- c. Seniority within the Bargaining Unit will be determined on a department-wide basis and each Employee's standing in a platoon seniority sequence shall be based on the departmental seniority.
- d. An Employee shall be added to the seniority list on last date of hire to a position within the Bargaining Unit hereinbefore described in the Recognition Article.

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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 Cranford 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.
- c. In the event the "high card draw" results in a platoon transfer the provisions of the Article on Transfers will apply.

SECTION 4. Probationary Period

- a. All regular full-time Employees shall serve a probationary period of eighteen (18) calendar months uninterrupted by any type of service break during which time they will be termed "probationary employee".
- b. During the probationary period, an Employee shall be eligible for Employee benefits unless expressly provided otherwise in this Agreement. After the Employee has successfully completed his probationary period of employment, Employee shall become a regular full-time Employee and his seniority shall start as stated in Section 1 of this Article.

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- c. During the probationary period an Employee's performance shall be reviewed and evaluated in accordance with current procedures every six (6) months. Employee will continue in probationary status automatically unless Department Head recommends to the Township Committee, and the Township Committee approves, to change status from probationary to regular full-time. The Chief of Fire must make a recommendation at the end of the eighteen (18) months to either terminate the services of the Employee or to change status to regular from probationary.
 - d. Probationary Employees' service with the Township may be terminated at any time by the Township in its sole discretion and neither the Employee so terminated nor the Union shall have recourse to the Grievance Procedure over such termination. An Employee terminated during the probationary period may, however, request a hearing before the Township Administrator and, if not satisfied with the decision of the Township Administrator, request a hearing before the Township Committee.

SECTION 5. Promotion to Supervisory Position

- a. An Employee promoted or transferred from a job classification in the 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 he is in said supervisory position for a period of eighteen (18) months.

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- b. An Employee promoted or transferred as described in subsection (a) above, shall have a right to return to the Bargaining Unit and be placed on the job to which his seniority would entitle him if his employment with the Township had remained unbroken; provided, however, if such Employee is discharged for cause, Employee shall not be eligible for return to the Bargaining Unit.

SECTION 6. Lay-off and Recall

- a. Seniority shall prevail in cases of lay-off and recall. Lay-offs shall be in the inverse order of Employee's appointment and recall shall be in the reverse order of Employee's lay-off.
- b. 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 he was laid-off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.
- c. The order of recalling laid-off Employees shall be in the inverse order in which the Employees are laid off and shall be subject to the same conditions of lay-off.
- 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.

- e. In the event a recall is necessary on less than five (5) days notice, the Township may call upon the laid-off Employee(s), either personally or by telephone, until an Employee able to return to work is located. In such case, 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) day period.

SECTION 7. Loss of Seniority

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 advising the Township of 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 overstay; 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, or curtailment of work, restriction of production, or services of the Township during the term of this Agreement.

SECTION 8. Vacation

Seniority for purposes of preference for Vacations shall be determined on the basis of provisions of Section 1 of this Article and the Vacation Article.

SECTION 9. Leaves 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.

SECTION 10. Seniority - Exemption

Should a court or administrative tribunal of competent jurisdiction order or request through its settlement procedures that

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the Township take certain affirmative action to achieve compliance with the order of or settlements with 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 of the members of the Bargaining Unit 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 the Firehouse building.

SECTION 12. Resignation

An Employee who resigns is requested to give thirty (30) days written notice in order to provide sufficient time to appoint and train a successor or rearrange work schedules, if necessary.

ARTICLE XVIII

TRANSFERS

SECTION 1. Definition

A transfer shall be lateral and shall be defined as a permanent or temporary transfer of personnel from one platoon to another platoon, maintaining seniority as is presently enjoyed.

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SECTION 2. Responsibility

The Department Head shall be solely responsible for the transfer of firefighters.

SECTION 3. Seniority Equality

The Department Head shall be responsible for the maintenance of the platoon seniority sequential standing based on department-wide seniority and, as nearly as possible, equitable alignment of seniority among the platoons.

SECTION 4. Platoon Captains

The Platoon Captain, in consultation with the Department Head, may reject no more than two (2) requests for transfers to his platoon for the same opening.

SECTION 5. Platoon Seniority

In the event a transfer is made as the result of a "high card draw" or a transfer is made to satisfy the platoon seniority sequence requirements of this Agreement, regardless of whether Section 4 of this Article is exercised or not, the Department Head will maintain platoon seniority sequential standing based on seniority in the Department through lateral transfer.

SECTION 6. Compute Work Cycle

For computing work cycle of transferred Firefighter refer to Schedule "B".

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ARTICLE XIX
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".

SECTION 2.

Section 11-9 of the Revised Ordinances of the Township of Cranford, New Jersey (1968) shall be repealed. Firefighters are to be considered available for duty at all times except when on vacation or out of town and they shall respond promptly when their services are required.

ARTICLE XX

SALARY

SECTION 1.

The salary schedule for Employees covered under this Agreement shall be as set forth in Schedule "C" which is attached hereto and made a part hereof.

SECTION 2.

The annual incremental increase of Employees assigned the duty of Fire Inspector and Fire Mechanic shall be as set forth in Schedule "C".

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ARTICLE XXI

MERIT INCENTIVE PROGRAM

SECTION 1.

In addition to the annual salary, a Merit Incentive step payment program is hereby instituted for all fourth (4th) Grade Firemen and all fourth (4th) Grade Firemen assigned the duty of Fire Inspector or Mechanic according to the following schedule as implemented in accordance with Schedule "C".

a. For the period starting January 1, 1983:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$18.20	\$ 546.00
2nd	45	18.20	819.00
3rd	70	18.20	1,274.00
4th	90	18.20	1,638.00
5th	110	18.20	2,002.00
6th	120	18.20	2,184.00
7th	140*	18.20	2,548.00*
8th	160*	18.20	2,912.00*

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

b. For the period starting January 1, 1984:

<u>Incentive Step</u>	<u>Points Required</u>	<u>Dollar Value Per Point</u>	<u>Additional Compensation</u>
1st	30	\$18.72	\$ 561.60
2nd	45	18.72	842.40
3rd	70	18.72	1,310.40
4th	90	18.72	1,684.80
5th	110	18.72	2,059.20
6th	120	18.72	2,246.40
7th	140*	18.72	2,620.80*
8th	160*	18.72	2,995.20*

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

SECTION 2.

The Merit Incentive points are to be awarded as follows:

1. 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 - 1/20th point.
2. 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 - 1/15th point.
3. 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.
4. 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.
5. Qualifying average mark of eighty (80) or above in annual in-service examinations - 1 point.

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6. 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.
 7. Associate Degree - 15 points.
 8. Associate Degree in Fire Science or Technology - 25 points. However, since Associate Degrees in Fire Science were not always available at all times, points may be granted, upon recommendation of the Township Administrator and approval of the Township Committee, of the courses completed and other supporting documents.
 9. Baccalureate Degree - 35 points.
 10. Baccalureate 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.
 11. The Superior Officer Merit Rating from 0-4 points provided that the point scores are allocated among the members of the Department of Fire.
 12. 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 - 1-20 points.

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SECTION 3.

Points shall accumulate from date of appointment as fireman. 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. The additional compensation for merit incentive is to be added to the base as set forth in Schedule "C" beginning the January 1st succeeding the completion of service as a Fireman Third Grade.

SECTION 4.

Township will establish a panel consisting of the Township Administrator, Chief of Fire, a Superior Officer Bargaining Unit representative, a Firemen 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 XXII

OVERTIME

SECTION 1. Regular Overtime

a. When a Firefighter is called back for a full day or full night shift, Employee will be paid time and one-half on an hour for hour or any part thereof basis for all hours worked over forty two (42). Overtime pay will be based on the individual Employee's overtime hourly rate.

b. When a Firefighter is detailed on any duties beyond his forty-two (42) hour work week, it shall be computed at the individual Employee's overtime rate.

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 Firefighters are receiving overtime pay for the first overtime hour for answering an emergency call, the Chief, in his discretion, may require Firefighters who are receiving such overtime to remain on duty until the apparatus is back in service or back taps have sounded.

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 time 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. The purpose of these rotating overtime lists is to disperse overtime equally to all Firefighters. These lists are to be posted at all times. If the need arises to call in a Firefighter for overtime work, the following procedure shall be followed.

a. The Chief or his representative shall give first consideration to the Firefighter with the least amount of total day 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 Firefighter cannot be contacted, his name remains eligible for the next opportunity.

c. If the Chief of the Department 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 a man 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), Employee 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 representative should schedule a replacement from the overtime list as far in advance of such date as possible.

SECTION 7.

An Employee, newly hired, shall be added to the Overtime List and given an average total hours of the posted lowest and highest total hours.

SECTION 8.

All overtime pay shall be paid quarterly on the following schedule:

1. First Quarter - First pay in May
2. Second Quarter - First pay in August
3. Third Quarter - First pay in November
4. Fourth Quarter - First pay in February

ARTICLE XXIII

ACTING LIEUTENANTS

SECTION 1.

Whenever a Firefighter is required to serve as an Acting Lieutenant, because of vacations, illness, injury or terminal leave or similar cause for a period of fifteen (15) calendar days or more, Employee shall receive the appropriate rate of pay for Lieutenant during such period as set forth in the applicable salary ordinance. Such period of service must be continuous and shall not be cumulative. Payment of the Lieutenant's rate of pay shall be retroactive to the first day of such continuous assignment. If a Lieutenant is not available, a Firefighter present for duty of the duty platoon shall fill the vacancy for a Lieutenant based on selection from a rotating list of the three (3) senior Class A Firefighters in the platoon. Such appointment shall last for the duration of the absence of the Lieutenant being replaced in accordance with this Section of this Article.

SECTION 2.

Lieutenants may be rotated or designated as replacements in the event a line Lieutenant is not available at the discretion of the Chief.

ARTICLE XXIV

CLOTHING AND UNIFORM ALLOWANCE

SECTION 1.

Each Employee shall receive a clothing allowance of four hundred dollars (\$400.00) for calendar year 1983 and 1984.

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.

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SECTION 4.

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

SECTION 5.

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

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 XXV

FIRE INSPECTOR

SECTION 1. Definition

A Firefighter assigned to conduct Fire Prevention, Fire Protection, State Uniform Construction Code and such other inspection duties. Fire Inspector(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.

SECTION 2. Assignment

The Department Head has the sole and exclusive responsibility for the assignment, continuation of assignment, and re-assignment of Firefighter(s) to the duty of Fire Inspector and shall be responsible for determining and setting the selection criteria for assignment to the duty of Fire Inspector, subject to the review and approval of Township Administrator. Assignment to, continuation in, and reassignment of a Firefighter(s) to the duty of Fire Inspector 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 Firefighters assigned to the duty of Fire Inspector.

SECTION 3. Education

a. Firefighter(s) assigned the duty of Fire Inspector 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 or Federal governments required to establish, continue and up-date 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 Inspector. Firefighter(s) presently assigned the duty of Fire Inspector 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 Inspector(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 Inspector(s), such determination to be made by the Department Head, and subject to the review and approval of the Township Administrator.

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SECTION 4. Incremental Increase Eligibility

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

b. A Firefighter in order to be eligible for the incremental increase of a Fire Inspector must be assigned and actively and regularly working as a Fire Inspector.

c. If a Firefighter's assignment to the duty of Fire Inspector is discontinued and is later reassigned to the duty of Fire Inspector, the minimum time requirements set forth in sub-section a. of this Section shall apply as though the Firefighter was being assigned the duty of Fire Inspector for the first time except that in the event the Firefighter is reassigned as a Fire Inspector within one (1) year of the date that his assignment as a Fire Inspector was discontinued the Firefighter shall receive the incremental level in effect at the time of the discontinuance of his assignment as Fire Inspector.

d.1. The Department Head shall be responsible for insuring that performance evaluations of the Firefighter as a Fire Inspector are conducted and the Department Head shall recommend to the Township Administrator, in writing, that the Firefighter is to be paid the next higher incremental increase.

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d.2. Employee's performance as a Fire Inspector shall be reviewed and evaluated in accordance with current procedures 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 eighteen (18) months period to recommend changing Employee's Fire Inspector incremental level or reassigning Employee to Firefighter 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 Inspector.

b. The Department Head shall conduct an informal discussion-type interview with Employee prior to Employee's selection for assignment to duty of Fire Inspector, reassignment to duty of Fire Inspector, or reassignment to Firefighter status. Department Head shall reduce to writing reasons for reassignment of Employee from duty of Fire Inspector to Firefighter status and place same in said Employee's service file.

c. The Township shall develop job (position classification) descriptions for the positions of Firefighter, Fire Inspector and Fire Mechanic.

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SECTION 6. Increment Increase Computation

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

ARTICLE XXVI

FIRE MECHANIC

SECTION 1. Definition

A Firefighter assigned to mechanically maintain, repair and keep running the Township's Department of Fire apparatus such as pumpers, aerial trucks, four wheel drive vehicles, rescue truck and other vehicles, is required to train, prepare, be schooled and perform in a manner that fulfills the standards and requirements that are or may be established from time to time by the Township, County, State or Federal governments.

SECTION 2. Assignment

The Department Head has the sole and exclusive responsibility for the assignment, continuation of assignment, and re-assignment of Firefighter(s) to the duty of Mechanic and shall be responsible for determining and setting the selection criteria for assignment to the duty of Mechanic, subject to the review and approval of

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Township Administrator. Assignment to, continuation in, and re-assignment of a Firefighter(s) to the duty of Mechanic shall be made by and at the discretion of the Chief of Fire or his designated representative(s), subject to policies established by the the Township Committee. The Township Committee shall have the sole and exclusive responsibility for determining the number of Firefighters assigned to the duty of Mechanic.

SECTION 3. Education

a. Firefighter(s) assigned the duty of Mechanic 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 or Federal governments required to establish, continue and up-date technical knowledge and workmanlike competency to repair, maintain and keep running all Township Department of Fire apparatus at the highest peak of performance possible. 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 Mechanic. Firefighter(s) presently assigned the duty of Mechanic must matriculate and satisfactorily complete the required courses, seminars, or any other education training-type events recommended by the Department Head and approved by Township Administrator.

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 Mechanic(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 Mechanic(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 Firefighter assigned to the duty of Mechanic shall have served a minimum of at least six (6) months of continuous service as a Mechanic before being eligible for the first incremental increase; a minimum of eighteen (18) months of continuous service as a Mechanic before being eligible for the second incremental increase; and a minimum of thirty (30) months of continuous service as a Mechanic before being eligible for the third incremental increase. Firefighter(s) presently assigned to the duty of Mechanic as of the date of the ratification of this contract are not required to complete the six (6) month probationary period.

b. A Firefighter in order to be eligible for the incremental increase of a Mechanic must be assigned and actively and regularly working as a Mechanic.

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c. If a Firefighter's assignment to the duty of Mechanic is discontinued and is later reassigned to the duty of Mechanic, the minimum time requirements set forth in sub-section a. of this Section shall apply as though the Firefighter was being assigned the duty of Mechanic for the first time except that in the event the Firefighter is reassigned as a Mechanic within one (1) year of the date that his assignment as Mechanic was discontinued the Firefighter shall receive the incremental level in effect at the time of the discontinuance of his assignment as Mechanic.

d.1. The Department Head shall be responsible for insuring that performance evaluations of the Firefighter as a Mechanic are conducted and the Department Head shall recommend to the Township Administrator, in writing, that the Firefighter is to be paid the next higher incremental increase.

d.2. Employee's performance as a Mechanic shall be reviewed and evaluated in accordance with current procedures 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 eighteen (18) months period to recommend changing Employee's Mechanic incremental level or reassigning Employee to Firefighter 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 Mechanic.

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b. The Department Head shall conduct an informal discussion type interview with Employee prior to Employee's selection for assignment to duty of Mechanic, reassignment to duty of Mechanic, or reassignment to Firefighter status. Department Head shall reduce to writing reasons for reassignment of Employee from duty of Mechanic to Firefighter, Fire Inspector and Fire Mechanic.

c. The Township shall develop position descriptions for the position of Firefighter, Fire Inspector and Fire Mechanic.

SECTION 6. Increment Increase Computation

The Annual salary of an Employee assigned the duty of mechanic for the calendar year shall be the salary as shown in Schedule "C" as hereinafter attached to the Agreement plus an additional total increment as also shown in Schedule "C", said annual incremental increase to be included in bi-weekly pay and in base pay for computing pension benefits, holiday pay and vacation 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, except that additional annual increment for assignment as Fire Mechanic will be included in the overtime premium hourly rate at such times as Fire Mechanic is held over or recalled to work overtime to perform Fire Mechanic duties specifically.

SECTION 7.

An Employee shall not be assigned or hold the assignment of Fire Inspector and Mechanic concurrently.

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ARTICLE XXVII

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 stating 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 Committee 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 without recourse to the Grievance procedure over 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 shall be cause for termination of employment at the sole discretion of the Township without recourse to the Grievance procedure over such termination.

f. Time absent from duty by an Employee on a 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 Employee 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 without recourse to the Grievance procedure over such termination.

ARTICLE XXVIII

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 request shall be (a) emergencies, (b) observation of religious or other days of celebrations but not holidays, (c) personal business, and (d) other personal affairs.

SECTION 3. Administration

a. Administrative leave shall be granted by the Chief of Fire upon request of the Employee provided that:

1. Request is in writing,
2. Request is submitted at least five (5) 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 the Chief of Fire.

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

b. Policies concerning Administrative Leave shall be agreed upon by the Chief of Fire and the F.M.B.A. with concurrence of the Township Administrator.

c. 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 hereinabove, the conflict will then be resolved on a first come, first serve basis, i.e., the time and date of filing of request.

SECTION 4.

Such Administrative Leave may not run concurrent with Employee's Holiday, sick or Vacation Leave.

ARTICLE XXIX

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 Employee in the event of a death in the immediate family from the day of death to and including day of funeral, provided Employee attends funeral.

SECTION 2. Immediate Family

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

SECTION 3. Additional Bereavement Leave

A regular full-time Employee shall be granted by the Department Head one (1) day of bereavement leave to attend funeral of grandparents, and the grandparents of spouse of one marriage.

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.

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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 fit and proper, may grant additional time off with pay for attending funeral services only for person other than in the Immediate Family of the Employee without recourse to Grievance Procedure over such denial.

ARTICLE XXX

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 as a result of and arising from employment with the Township.

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

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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.

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 duties and remain on work force.

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ARTICLE XXXI

HOLIDAY LEAVE

SECTION 1.

Each regular, full-time, permanent 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) holiday per calendar month.

SECTION 2.

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 |

SECTION 3.

An Employee may elect to be paid at his regular daily rate of compensation or elect time-off in lieu of 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 the 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.

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SECTION 4.

An Employee electing time-off in lieu of pay may, upon written request and approval of Chief of Fire, take during the current calendar year any or all of the Holiday Leave to be earned and accrued during said calendar year provided said Employee reimburses township for any unearned Holiday Leave taken in advance in the event Employee's employment terminates prior to date necessary to earn the Holiday Leave advanced to said Employee.

SECTION 5.

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 daily current rate of compensation "H" day was earned and accrued in addition to Employee's regular per annum salary upon verification and approval of the Chief of Fire.

SECTION 6.

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.

ARTICLE XXXII

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

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period enlistment, the total of which shall not exceed four (4) years shall be entitled to re-employment benefits in accordance with the conditions specified in the Veteran's Re-Employment Rights Law, Military Selective Service Act, or such other applicable Federal Laws, provided Employee makes application for re-employment within ninety (90) calendar days from date of discharge from Military Service.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

A regular, full-time, permanent Employee on the seniority list inducted or recalled into the United States Armed Forces within the meaning of the Military Selective Service Act, or similar law in time of National Emergency, shall be granted an indefinite Military

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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 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 or 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.

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.

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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 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 pay 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 XXXIII

PERSONAL LEAVE

SECTION 1.

An Employee may accumulate a maximum of sixteen (16) hours in an overtime hours bank to be taken as compensatory time on an hour and one-half basis for each overtime hour worked in lieu of overtime premium pay for a maximum hour and one-half accumulation of twenty-four (24) hours, subject to prior approval of the Department Head.

SECTION 2.

As soon as accumulated overtime hours banked falls below sixteen (16) hours, the Employee may again begin accumulating overtime hours until the sixteen (16) hour maximum is again reached.

ARTICLE XXXIV

SICK LEAVE

SECTION 1. Definition

Sick 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, accident, or other health cause making Employee unable to perform his normal duties.

SECTION 2. Sick Leave Days

a. Sick Leave Benefits

For Employees hired prior to December 31, 1978

1. An Employee whose service is less than one (1) year shall earn, accrue and accumulate one (1) day of Sick Leave with pay for each full calendar month of service.
2. An Employee with one (1) or more years of service shall earn, accrue, and accumulate a maximum of fifteen (15.0) working days of Sick Leave with pay per year for absence due to bonafide illness to a maximum accumulation of ninety (90.0) working days.
3. When accumulated unused Sick Leave falls below ninety (90.0) working days, Sick Leave may subsequently be earned, accrued, and accumulated at the rate of fifteen (15.0) working days for each calendar year service until the ninety (90.0) working days is again reached.

b. Sick Leave Benefits

For Employees hired after December 31, 1978

1. 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) Sick Leave days per annum for absence due to bonafide illness for a maximum accumulation of ninety (90.0) Sick Leave days.

2. When accumulated Sick Leave falls below ninety (90.0) Sick Leave days, Sick Leave may subsequently be earned, accrued, and accumulated at the rate of twelve (12.0) days for each calendar year of service until the ninety (90.0) Sick Leave days is again reached.

SECTION 3. Certification

Every absence on account of sickness of three (3) or more working days must be certified by a written statement from an attending physician.

SECTION 4. Verification

The Township reserves the right to take reasonable steps to verify absences to verify illness. The Township also reserves the right to send a physician, visiting nurse, or other appropriate official to report on the condition of the Employee.

SECTION 5. 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.

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 discloses 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 2 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.

SECTION 8. Notification

All Sick Leave shall be reported to the Department Head on a form prescribed by the Township who shall in turn report in writing such absences to the Township Administrator and the Director of Finance.

SECTION 9. Compliance

Failure of Employee to comply with any or all of 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.

ARTICLE XXXV

SPECIAL LEAVE

An Employee may be rendered Special Leave with pay (exchange days of work) for any working days for which Employee is able to secure another Employee to work in his place subject to the approval of the Department Head or his designee provided:

- a. such substitution does not impose any additional cost to Township.
- b. such substitution shall be of equal rank (firefighter for firefighter) only.
- c. the efficiency of the Department is not diminished.

ARTICLE XXXVI

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 accrued twenty-five (25) or more years of creditable service with the Township's Department of Fire and is eligible in all respects for pension benefits in accordance with the rules and regulations of the Division of Pensions, N.J. Department of Treasury shall be entitled to Terminal Leave Pay at the daily rate of compensation of two (2) days for each year of creditable service with the Township Department of Fire at the then current rate of pay.

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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 unused accumulated Sick Leave for each forty-two (42.0) hours of unused accumulated Sick Leave hours to his Terminal Leave Pay at the then current rate of pay. However, no Employee covered under this Agreement shall be entitled to add more than one hundred fifty-one and two tenths (151.2) hours of unused accumulated Sick Leave hours to his Terminal Leave Pay.

SECTION 3. Disability Terminal Leave Pay

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 with the Township's Department of Fire and is eligible in all respects to disability pension benefits as defined by the Division of Pensions of the New Jersey Department of Treasury shall be entitled to Terminal Leave Pay at the daily rate of compensation of two (2.0) days for each year of creditable service with the Township's Department of Fire at the then current rate of pay.

SECTION 4. Deferred Pension Terminal Leave Pay

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 with the Township's Department of Fire and is eligible in all respects to a deferred pension benefit as defined by the New Jersey Department of Treasury shall be entitled to Terminal Leave Pay at the daily rate of compensation of two (2.0) days for each year of creditable service with the Township's Department of Fire at the then current rate of pay.

ARTICLE XXXVII

VACATION LEAVE

SECTION 1.

Each regular, full-time permanent Employee in full-pay status actively performing assigned duties shall earn and accrue Vacation Leave with pay for each full calendar month and year of creditable worked service with the Township Department of Fire as follows: For the calendar year 1983 and 1984 for Employee(s) hired on or before December 31, 1979.

<u>Completed Years of Service**</u>	<u>Amount of Vacation Leave</u>
One (1) year or less	1/2 working day for each full calendar month of service, not to exceed six (6) working days.
2 - 8 years, inclusive	Eight (8) working days vacation each year.
9 - 15 years, inclusive	Twelve (12) working days vacation each year.
16 - 22 years, inclusive	Sixteen (16) working days vacation each year.

23 - 29 years, inclusive

Twenty (20) working days vacation
each year.

30 and up

Twenty-four (24) working days
vacation each year.

** Creditable years of service shall be as defined by the Division of Pensions, N.J. Department of the Treasury and the Employee becomes eligible for the increased Vacation Leave benefit in the calendar year in which the anniversary of completing the indicated creditable worked years of service occurs.

SECTION 2.

a. Each regular permanent, full-time Employee in full-pay status actively performing assigned duties hired on or after January 1, 1980 with one (1) year or less of service shall earn and accrue Vacation as hereinbelow set forth in this Section of this Article but can be taken only after the first anniversary of date of employment.

b. Each regular, permanent, full-time Employee in full-pay status actively performing assigned duties hired on or after January 1, 1980 with more than one (1) year of service shall earn and accrue Vacation as hereinbelow set forth in this Section of this Article but can be taken only after the second anniversary date of employment. Subsequent to the second anniversary date of employment the schedule hereinbelow set forth in this Section of this Article applies.

c. For the calendar year 1980 for Employee(s) hired on or after January 1, 1980. SAD

<u>Completed Creditable Years of Total Service*</u>	<u>Maximum Working Day(s) Earnable and Accrueable per year</u>
One (1) year or less	Six (6) working days
2 thru 8	Eight (8.0) working days
9 thru 16	Twelve (12.0) working days
17 thru 24	Sixteen (16.0) working days
24 and up	Twenty (20.0) working days

* Creditable years of service shall be as defined by the Division of Pensions, N.J. Department of the Treasury and the Employee becomes eligible for the increased Vacation Leave Benefit in the calendar year in which the anniversary of completing the indicated creditable worked years of service occurs.

SECTION 3.

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 of 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 (8) 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 1 and December 31. All Vacations are to be scheduled subject to the approval of the Department Head and Vacation schedule request are to be submitted no later than March 1st. Seniority of the members of the Bargaining Unit within the platoon shall be the basis for determining preference of Vacation.

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 XXXVIII

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

SECTION 1.

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

SECTION 2.

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

SECTION 3.

a. Any Employee terminating on a service-connected disability pension or a full retirement pension on or after October 1, 1978 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 through December 31, 1980 and then annually thereafter payable in the month of December.
 3. Pay over to the Township Treasurer within thirty (30) days of the date of invoice any increase in the premium rate per \$1,000.00 of coverage.
- 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 rights to same.
- c. The Township shall be responsible for maintaining an accounting of the paid over premiums and paying the insurance carrier in a timely manner.

SECTION 4.

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

ARTICLE XXXIX

DENTAL INSURANCE

SECTION 1.

The Township shall provide to each regular, full-time, permanent Employee and the dependents of the immediate family a New Jersey Dental Service Plan (N.J.D.S.P.) Program II-A 50/50 Co-Pay Basic, Prosthodontic and Orthodontic Benefits Plan with a maximum of \$1,000.00 per eligible patient per calendar year for Basic and Prosthodontic Benefits and a lifetime maximum of \$500.00 per patient for Orthodontic Benefits.

SECTION 2.

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

ARTICLE XL

HOSPITALIZATION INSURANCE

SECTION 1.

The Township shall provide to each regular, full-time permanent Employee and the dependents of the immediate family a Blue Cross "UCR" Hospitalization Service Plan with Rider "J", a Blue Shield "UCR" Medical Surgical Plan with Rider "J", and a Blue Cross/Blue Shield Major Medical Plan.

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 XLI

PRESCRIPTION INSURANCE

SECTION 1.

The Township shall provide to each regular, full-time permanent Employee and the dependents of the immediate family a Blue Cross Prescription \$1.25 Co-Pay/No Contraceptives Benefit Program.

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 XLII

RETIREE MEDICAL BENEFITS

SECTION 1.

Each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties who is eligible in all respects for pension benefits in accordance with rules and regulations of the Division of Pensions, N.J. Department of the Treasury and retires after twenty-five (25) or more years of creditable service with the Township Department of Fire shall be entitled to the following medical benefits while in retired status:

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a. Hospitalization Insurance for Employees retiring on or after January 1, 1976

1. The Township shall provide a Blue Cross "UCR" Hospitalization Service Plan with Rider "J"; a Blue Shield "UCR" Medical Surgical Plan with Rider "J"; and a Blue Cross/Blue Shield Major Medical Plan to each Employee who retires on or after January 1, 1976 in a manner hereinabove set forth in Section 1 of this Article and the spouse of the Employee at time of retirement until the Employee's death or until the death of the spouse whichever event shall occur later.

b. Hospitalization Insurance for Employees retiring on or after January 1, 1979

1. The Township will contribute towards Blue Cross "UCR" Hospitalization Service Plan with Rider "J", a Blue Shield "UCR" Medical Surgical Plan with Rider "J", and a Blue Cross/Blue Shield Major Medical Plan for each Employee who retires on or after January 1, 1979 in a manner hereinabove set forth in Section 1 of this Article and the spouse of the Employee at the time of retirement in the following manner:

For each Employee classified by Blue Cross of New Jersey (B.C. N.J.) as "Single" at the monthly premium rate as of February 1, 1979 for a "single" classification; for each Employee classified by B.C. N.J. as "Parent and Child" at the monthly premium rate as of February 1, 1979 for a "Single" classification; for each Employee classified by B.C. N.J. as "Husband and Wife" at the

monthly premium rate as of February 1, 1979 for a "Husband and Wife" classification; and for each Employee classified by B.C. N.J. as "family" at the monthly premium rate as of February 1, 1979 for a "Husband and Wife" classification.

c. Dental Insurance for Employees Retiring on/or after January 1, 1976

1. The Township shall provide a New Jersey Dental Service Plan (N.J. D.S.P.) Program II-A 50/50 Co-Pay Basic, Prosthodontic and Orthodontic Benefits Plan with a maximum of \$1,000 per eligible patient per calendar year for Basic and Prosthodontic Benefits and life-time maximum of \$500.00 per patient for Orthodontic Benefits to each Employee who retires on or after January 1, 1976 in a manner hereinabove set forth in Section 1 of this Article. The Township shall contribute the monthly premium rate as of January 1, 1979 for "Single" classification, regardless of whether the Employee is classified by N.J. D.S.P. as "one-party", "two-party", "three-party" or other. An optional Agreement is available for the retired Employee to cover his dependents at the prevailing rate.

d. Each regular, full-time, permanent Employee in full-pay status actively at work performing assigned duties who is eligible in all respects for a service-connected disability pension benefit in accordance with the rules and regulations of the Division of Pensions, N.J. Department of Treasury and said Employee retires on a service-connected disability shall be entitled to the benefits set forth hereinabove under the same terms and conditions as set forth in this Article.

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e. In any event, each Retiree in the month succeeding the month Retiree celebrates his sixty-fifth (65th) birthday will cease to be eligible to participate in the Township's contracted Blue Cross/Blue Shield Hospitalization Service, Medical-Surgical or Major Medical Plans when the retiree is eligible to participate in the Medicare Program and will also cease to be eligible to participate in the N.J. D.S.P. Plan.

f. In the event Retiree precedes the spouse in death and spouse has not remarried, the spouse in the month succeeding the month spouse celebrates her sixty-fifth (65th) birthday when the spouse is eligible to participate in the Medicare Program the spouse will cease to be eligible to participate in the aforesaid Blue Cross/Blue Shield Plans as well as the N.J. D.S.P. Plan.

g. In the event the Retiree or the 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.

h. In the event the Retiree or spouse fails to remit his or her monthly premium cash match to the Township's contribution, the Township shall have the option to terminate eligibility to participate in the aforesaid Township contracted plans.

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.

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ARTICLE XLIII

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 Leave and such other benefits as may have accrued under the terms of this agreement.

SECTION 2.

In the event of the death of a regular full-time, permanent Employee covered under this Agreement who dies while in the employ of the Township, 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 youngest surviving child reaches eighteenth (18th) birthday, whichever shall first occur, but in any event benefits will terminate the month succeeding spouse's sixty-fifth (65th) birthday.

ARTICLE XLIV

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.

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ARTICLE XLV

MUTUAL AID DISABILITY BENEFITS

SECTION 1.

The Township will provide regular, full-time, permanent Employees in full-pay status actively at work performing assigned duties all appropriate benefits when rendering assistance to a neighboring municipality under proper authority in accordance with N.J. S.A. 40A:14-156.1 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, as long as substantially similar or greater benefits are provided.

ARTICLE XLVI

PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by both parties hereto which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the Employees by the laws of the united states of America, laws of New Jersey, or Township Ordinances of Cranford.

ARTICLE XLVII

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 XLVIII

FULLY BARGAINED PROVISIONS

SECTION 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all known bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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.

ARTICLE XLIX

DURATION

This Agreement shall commence as of January 1, 1983, and shall remain in full force and effect up to and including December 31, 1984. This Agreement shall continue in full force and effect

from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred thirty-five (135) days nor later than one hundred twenty (120) days before the final budget submission date of the Public Employer, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Cranford, New Jersey, on this day of *December* 14th, 1982

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL NO. 37

TOWNSHIP OF CRANFORD,
UNION COUNTY, NEW JERSEY

Stephen S. Pasternak

Richard J. Kelly

Attest:

Attest:

Herbert M. Gigan

Walter P. [unclear]

SPD

ADDENDUM A
TO
AGREEMENT
BETWEEN
TOWNSHIP OF CRANFORD AND FMBA LOCAL #37
JANUARY 1, 1983 THROUGH DECEMBER 31, 1984

ARTICLE XXXIV

SICK LEAVE

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 fifteen (15) 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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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 similiar 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 of First Aid Squad and render first aid when required.
7. Be on constant lookout for Fire Code infractions and use diligence in discovering and reporting the same to Fire Headquarters. Where necessary, protect persons and property from threatened

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wrongdoing 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 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 with 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 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 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.

<u>EIGHT (8) DAY CYCLE</u>								
<u>PLATOON</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
#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).

$$\frac{42}{8/336} \text{ hrs/wk}$$

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

- 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

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SCHEDULE "C"

SALARIES

Section 1. The following per annum salaries shall be effective January 1, 1983 for Firefighters:

	<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>
Probationary	17,804.80	NA	NA	17,804.80	821.76	18,626.56
1st Grade	19,094.40	NA	NA	19,094.40	881.28	19,975.68
2nd Grade	20,425.60	NA	NA	20,425.60	942.72	21,368.32
3rd Grade	21,756.80	NA	NA	21,756.80	1,004.16	22,760.96
4th Grade	23,088.00	0	-	23,088.00	1,065.60	24,153.60
	23,088.00	30	546.00	23,634.00	1,090.80	24,724.80
	23,088.00	45	819.00	23,907.00	1,103.40	25,010.40
	23,088.00	70	1,274.00	24,362.00	1,124.40	25,486.40
	23,088.00	90	1,638.00	24,726.00	1,141.20	25,867.20
	23,088.00	110	2,002.00	25,090.00	1,158.00	26,248.00
	23,088.00	120	2,184.00	25,272.00	1,166.40	26,438.40
	23,088.00	140*	2,548.00*	25,636.00	1,183.20	26,819.20
	23,088.00	160*	2,912.00*	26,000.00	1,200.00	27,200.00

Fire Inspector

Probationary	-	-	-	-	-	-
1st Grade	262.08	-	-	262.08	12.10	274.18
2nd Grade	524.16	-	-	524.16	24.20	548.36
3rd Grade	786.24	-	-	786.24	36.28	822.52

Mechanic

Probationary	-	-	-	-	-	-
1st Grade	262.08	-	-	262.08	12.10	274.18
2nd Grade	524.16	-	-	524.16	24.20	548.36
3rd Grade	786.24	-	-	786.24	36.28	822.52

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

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SCHEDULE "C"

SALARIES

Section 2. The following per annum salaries shall be effective January 1, 1984 for Firefighters:

	<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>
Probationary	19,302.40	NA	NA	19,302.40	890.88	20,193.
1st Grade	20,675.20	NA	NA	20,675.20	954.24	21,629.
2nd Grade	22,131.20	NA	NA	22,131.20	1,021.44	23,152.
3rd Grade	23,566.40	NA	NA	23,566.40	1,087.68	24,654.
4th Grade	25,001.60	0	-	25,001.60	1,153.92	26,155.
	25,001.60	30	561.60	25,563.20	1,179.84	26,743.
	25,001.60	45	842.40	25,844.00	1,192.80	27,036.
	25,001.60	70	1,310.40	26,312.00	1,214.40	27,526.
	25,001.60	90	1,684.80	26,686.40	1,231.68	27,918.
	25,001.60	110	2,059.20	27,060.80	1,248.96	28,309.
	25,001.60	120	2,246.40	27,248.00	1,257.60	28,505.
	25,001.60	140*	2,620.80*	27,622.40	1,274.88	28,897.
	25,001.60	160*	2,995.20*	27,996.80	1,292.16	29,288.

Fire Inspectors

Probationary	-	-	-	-	-	-
1st Grade	262.08	-	-	262.08	12.10	274.
2nd Grade	524.16	-	-	524.16	24.20	548.
3rd Grade	786.24	-	-	786.24	36.28	822.

Mechanic

Probationary	-	-	-	-	-	-
1st Grade	262.08	-	-	262.08	12.10	274.
2nd Grade	524.16	-	-	524.16	24.20	548.
3rd Grade	786.24	-	-	786.24	36.28	822.

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