

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE TOWNSHIP OF CRANFORD**

**AND FIRE FIGHTERS' ASSOCIATION (LOCAL NO. 37)**

This constitutes the Memorandum of Understanding made and entered this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Township of Cranford ("the Township") and Fire Fighters' Association - Local No. 37 ("the Union") (collectively "the Parties").

Now, therefore, the Township and the Union enter into the following Memorandum of Understanding ("MOU"):

**Article 1:** Preamble: Add language that members are considered employees, and held accountable as such, whether on duty or off-duty.

**Article 2:** Recognition: No changes.

**Article 3:** Area of Negotiation: No changes.

**Article 4:** Management Rights: No changes.

**Article 5:** Non-discrimination: Clarify - No discrimination that violates applicable state or federal laws.

**Article 6:** No Strike Pledge: No changes.

**Article 7:** Manpower: No changes.

**Article 8:** Training: add +5/-5 to HIGH/LOW temperatures due to global warming.

**Article 9:** Dues Check-Off: Section 9: Add the following language to the last sentence: "including, but not limited to, the payment of legal fees and costs incurred by the Township in defending itself against such matters."

**Article 10:** F.M.B.A. Activity Protected: No changes.

**Article 11:** Majority Bargaining Agent Rights and Duties (Union Business): Section 3 add language: "Any employee who attends an event covered by this Article must provide a certificate or other proof of attendance to the Chief or his/her designee upon their return to work, so it is clear which days the employee attended and/or did not attend."

**Article 12:** Notification: No changes.

**Article 13:** Grievance Procedure: No changes.

**Article 14:** Grievance Arbitration: No changes.

**Article 15:** Discipline: No changes.

**Article 16:** Seniority: Section 6 B. add after "discharge" [last word in paragraph] "the individual to have voluntarily resigned his/her employment with the Township." Section 7 add: L. "Employee is convicted of a criminal offense or one touching and concerning his/her employment as a firefighter or pleads guilty to same."

**Article 17:** Transfers: No changes.

**Article 18:** Hours of employment: Revise Section 2. D. "The maximum number of continuous work hours shall not exceed thirty-eight unless a state or local (as declared by the Chief) emergency has been declared. The Chief has the authority to approve extending continuous work hours under this provision.

**Article 19:** Salaries: 1<sup>st</sup> year: 2 %; 2<sup>nd</sup> year: 2 %; 3<sup>rd</sup> year: 2 ½ %; and 4<sup>th</sup> year: 2 ½ %.

**Article 20:** Merit Incentive Program: No changes.

**Article 21:** Overtime: No changes.

**Article 21-A:** Compensatory Time: No changes.

**Article 22:** Acting Lieutenants: Lieutenants' test to be held every two years. Proposed date for test in fall 2022. There will be an acting Lieutenant Rotation between the top 2 candidates on each shift.

**Article 23:** Clothing and Uniform Allowance: Section 3 add to the end of the paragraph "at his/her option, i.e., the Chief determines if the uniform must be repaired or replaced."

**Article 24:** Fire Inspector: No changes.

**Article 24-A:** Emergency Medical Technician (EMT): Add the following before last sentence in Section 3, paragraph H: Whether such monitoring is necessary shall be determined by a medical doctor selected by the Township relying on his/her medical judgment and the recognized standard of medical care.

Add the following language to the end of paragraph H: Nothing in this provision is intended to diminish the employee's rights under New Jersey Worker's Compensation's Act.

Also, change date in Section 3, paragraph D from January 1, 2002 to January 1, 2012.

**Article 24-B:** Self-Contained Breathing Apparatus (SCBA) Technicians: The annual stipend for an SCBA Technician is increased \$500.00. The number of SCBA Technicians will not exceed 4.

**Article 25:** Fire Mechanic: Township will consider Union's proposed definition of a building mechanic; specific language to be discussed and agreed upon. Sections A and B will define a Fire Mechanic and Building Mechanic, respectively. Article title will be changed to Fire Mechanic/Building Mechanic and updated in Table of Contents.

**Article 26:** Leave of Absence: Section 3 C. Clarify language: "An Employee who obtains a Leave of Absence for a reason other than the one stated at the time the request was made ..." Add: H. "Any employee who has been away from work on a Leave of Absence Without Pay longer than six months will be subject to a Fitness for Duty Examination and a background check to ensure the Employee's ability to resume their employment."

**Article 27:** Personal Leave: No changes.

**Article 28:** Bereavement Leave: No changes.

**Article 29:** Worker's Compensation: No changes.

**Article 30:** Holiday Leave: Revise as follows: Members shall receive the same number of holidays reflected in the Township Employee Personnel Manual not to fall below 13 holidays each calendar year.

**Article 31:** Military Leave: See revisions to article (attached as separate document).

**Article 32:** Sick Leave: No changes.

**Article 33:** Special Leave (Duty Exchange): No changes.

**Article 34:** Terminal Leave Pay: No changes.

**Article 35:** Vacation Leave: Vacation Leave: Modify deadline to use carry over vacation to June 30<sup>th</sup> and limit on carry over days to five (5).

- Article 36:** Accidental Death and Dismemberment Insurance: No changes.
- Article 37:** Dental Insurance: No changes.
- Article 38:** Health Insurance: 2021 contribution schedule.
- Article 39:** Prescription Insurance: No changes.
- Article 40:** Retiree Medical Benefits: No changes.
- Article 41:** Death Benefits: No changes.
- Article 42:** Disability Medical Benefits: No changes.
- Article 43:** Legal Aid: Add "and the N.J.S.A. 59:10-4 (Tort Claims Act)".
- Article 44:** Mutual Aid Disability Benefits: No changes.
- Article 45:** Prior Practices: Add - "Past practices is defined as 'a course of events which is repeated, unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. A prior act that was due to a mistake or error does not amount to a past practice.'"
- Article 46:** Severability: No changes.
- Article 47:** Fully Bargained Provisions: No changes.
- Article 48:** Duration: 4 years.

Update Attached Schedules Where Necessary Prior to Ratification.

Employees must be on the payroll at the time of payment or retired during the term of this Agreement to be eligible for any retroactive payments.

All proposals presented by the parties during the negotiations for this successor agreement and not expressly agreed to as reflected in this MOU and the attachments thereto are deemed to be withdrawn and not a part of this agreement.

The terms of this MOU are subject to ratification.

For the Union

  
Signature

For the Township

*William M. Potts*  
Signature