

MEMORANDUM OF UNDERSTANDING

Between

THE TOWNSHIP OF CRANFORD

AND FIRE OFFICERS' ASSOCIATION (LOCAL NO. 237)

This constitutes the Memorandum of Understanding made and entered this ____ day of _____, 2022, by and between the Township of Cranford ("the Township") and Fire Officers' Association - Local No. 237 ("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: Fix a typo in 3rd sentence up from the bottom of the page.

Article 3: Management Rights: Section 4. Just cause should be defined. Add language: "For purposes of this Agreement, 'just cause' means the Township has reasonable grounds to seek to impose discipline on an employee, and those grounds are just and fair."

Section 8: Remove. Language does not belong in the management rights' section which covers management's prerogatives. Also, redundant given Article 4.

Article 4: Non-discrimination: Clarify - No discrimination that violates applicable state or federal laws.

Article 5: No Strike Pledge: No changes.

Article 6: Manpower: No changes.

Article 7: Training: No changes.

Article 8: Notification: No changes.

Article 9: Grievance Procedure: No changes.

Article 10: Grievance Arbitration: No changes.

Article 11: Discipline: No changes.

Article 12: Seniority: Section 6 C. add after "termination" [last word in paragraph] "the individual to have voluntarily resigned

his/her employment with the Township." Section 7 add: 12. "Employee is convicted of a criminal offense or one touching and concerning his/her employment as a firefighter or pleads guilty to same."

Article 13: Hours of Employment: Fix typo - heading section 1 - establishment spelled wrong. 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 14: Salaries: 1st year: 2 %; 2nd year: 2 %; 3rd year: 2 ½ %; and 4th year: 2 ½ %.

Article 15: Merit Incentive Program: No changes.

Article 16: Overtime: No changes.

Article 16-A: Compensatory Time: No changes.

Article 17: 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 18: 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 19: Personal Leave: No changes.

Article 20: Bereavement Leave: No changes.

Article 21: Disability Leave: No changes.

Article 22: 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 23: Military Leave: See revisions to article (attached as separate document).

Article 24: Administrative Officer: No changes.

Article 24-A: Emergency Medical Technician (EMT): Remove requirement of EMT certification for employees hired as of January 1, 2012 (actual date in contract is January 1, 2002).

Officers seeking to be relieved of EMT obligation must notify the Chief in writing. All employees who choose to be relieved of this obligation will no longer receive monetary incentives as provided for in this section for maintaining this certification.

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 Section 3, paragraph H: Nothing in this provision is intended to diminish the employee's rights under New Jersey Worker's Compensation's Act.

Article 24-B: Self-Contained Breathing Apparatus (SCBA) Technicians: No changes.

Article 25: Sick Leave: No changes.

Article 26: Special Leave (Duty Exchange): No changes.

Article 26-A: Acting Battalion Chiefs: No changes.

Article 27: Terminal Leave Pay: No changes.

Article 28: Vacation Leave: Modify deadline to use carry over vacation to June 30th and limit on carry over days to five (5).

Article 29: Accidental Death and Dismemberment Insurance: No changes.

Article 30: Dental Insurance: No changes.

Article 31: Health Insurance: 2021 contribution schedule.

Article 32: Prescription Insurance: No changes.

Article 33: Retiree Medical Benefits: No changes.

Article 34: Death Benefits: No changes.

Article 35: Disability Medical Benefits: No changes.

Article 36: Legal Aid: Add "and the N.J.S.A. 59:10-4 (Tort Claims Act)".

Article 37: Mutual Aid Disability Benefits: No changes.

Article 38: Severability: No changes.

Article 39: Fully Bargained Provisions: No changes.

Article 40: Convention Leave: 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 41: Duration: 4 years.

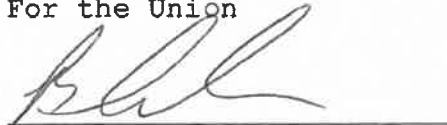
Update Attached Schedules Where Necessary Prior to Ratification.

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.

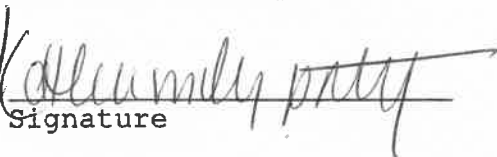
For the Union



Signature

BRIAN Ingraham,

For the Township



Signature