

20-03

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**AGREEMENT
BETWEEN THE TOWNSHIP OF CRANFORD AND
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL #37**

PREAMBLE

This Agreement, made and entered into this day
of , 197 , effective as of the 1st day of January,
1973, by and between the Township of Cranford, situated in
the County of Union, State of New Jersey, hereinafter
referred to as the "Township" or the "Employer", and
Firemen's Mutual Benevolent Association, Local #37, herein-
after referred to as the "FMBA" or the "Majority Bargaining
Agent", is designed to maintain and promote a harmonious
relationship between the Township and such of its employees
who are within the provisions of this Agreement, through
collective negotiations, in order that more efficient and
progressive public service may be rendered.

It is further understood the within agreement is made
to effectuate the policy of Chapter 303 of the 1968 Laws of
New Jersey, R.S. Cum. Suppl. 34:13A-1, et seq., hereinafter
referred to as "Chapt. 303", and to formalize agreements
reached through negotiations conducted in good faith between
the Township and the FMBA.

ARTICLE I

RECOGNITION

The Township Committee hereby recognizes the FMBA as
the sole and exclusive representative and bargaining agent
for the bargaining unit, consisting of salaried uniformed
firemen within the Township of Cranford Fire Department.

ARTICLE II

AREAS OF NEGOTIATION

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

ARTICLE III

MAJORITY BARGAINING AGENT RIGHTS AND DUTIES

Section 1.

No more than two members of the FMBA Negotiating Committee shall be granted leave from regular duty with pay for meetings with the Township Committee 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.

Section 2.

No more than one member of the FMBA Grievance Committee shall be granted leave from duty with full pay for meetings between the Township and the FMBA 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 members of the FMBA granted leave with full pay to attend and serve as delegates to the Annual

State FMBA Convention. The Township and the FMBA agree to be bound by the provisions of N.J.S.A. 11:26C-4, 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 FMBA shall be granted leave from duty with full pay for all local, regional and state meetings when such meetings take place at a time during which such officer is scheduled to be on duty.

ARTICLE IV

NOTIFICATION

Section 1.

Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this agreement shall be furnished to the FMBA within 24 hours of their promulgation.

ARTICLE V

GRIEVANCE PROCEDURE

If a problem arises between a fireman and a superior, or under the terms of this Agreement, every reasonable effort must be made to resolve the problem on an informal basis. In the event such problem cannot be resolved on an informal basis, the following four steps shall be taken

(1) Notice of grievance shall be submitted in writing on a grievance form to the employee's immediate superior and such superior shall answer in writing within five working days.

(2) In the event that the grievance cannot be settled by step (1) above, the written grievance may be filed with the Chief within five working days on a form furnished by the Township. If a grievance is filed, the Chief must answer in writing within five working days.

(3) If such grievance is not resolved by step (2) above, the employee shall within five working days after the response from the Chief, submit his grievance in writing to the Township Committee's Grievance Committee appointed by the Mayor. The Grievance Committee shall hold a hearing on such grievance within 15 working days after submission, and shall have fifteen working days thereafter to reach its decision with respect thereto. A representative of the FMBA may attend such hearing. The Grievance Committee shall set forth its findings and conclusions in writing and shall submit a copy thereof to the FMBA.

(4) If such grievance is not settled by step (3) above, it shall be submitted to PERC for nonbinding arbitration. The costs of such

arbitration shall be borne equally by the FMBA and the Township. This grievance procedure shall not preclude any employee from exercising any other rights he may have under local, state or Federal law.

ARTICLE VI

MANPOWER

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

ARTICLE VII

HOURS OF EMPLOYMENT

The number of hours worked each day during the eight week cycle shall be as set forth in the Schedule hereto attached as Schedule A.

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

ARTICLE VIII

OVERTIME

Regular Overtime

When firemen are called back for a full day or night shift they will be given compensatory time on an hour for

hour or any part thereof basis.

Emergency Recall

Any part of the first overtime hour shall constitute one complete hour and any portion of each succeeding hour shall be compensated on a minute for minute basis.

Since firemen are receiving compensatory time for the first overtime hour for answering any emergency call in, the chief, in his discretion, may require firemen who are receiving such compensatory time to remain on duty for the balance of said hour.

All compensatory time granted must be used up by the end of the next succeeding calendar year, provided, however, that the Chief shall have the authority, in his discretion, to require that all, or any part of such accrued compensatory time be used quarterly in the next succeeding year so that excessive amounts of such accrued compensatory time do not accumulate.

Overtime List

A list shall be established whenever overtime is required in the Fire House. Whenever overtime work is required, it shall be rotated among employees on the appropriate list. If or when he is called for overtime duty, he is absent and the request for overtime cannot be communicated to him in time to perform such duty, he shall be called again for the next overtime duty assignment.

ARTICLE IX

FIRE SAFETY PATROL

In addition to the duties currently performed by

firemen, the Fire Department will operate a Fire Safety Patrol whose duties are set forth in the Schedule entitled, Fire Safety Patrol Duties attached hereto as Schedule B.

A man shall be assigned to the dispatch desk at headquarters at all times.

While on duty firemen 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 X

ACTING CAPTAINS

Whenever a fireman is required to serve as an Acting Captain, because of vacations, illness, injury or terminal leave or similar cause for a period of fifteen (15) calendar days or more, he shall receive the appropriate rate of pay for the Captain during such period as set forth in the applicable salary ordinance. Such period of service must be continuous and shall not be cumulative. Payment of the Captain's rate of pay shall be retroactive to the first day of such continuous assignment. If a Captain is not available, a fireman will be selected from a rotating list prepared by the Chief.

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

ARTICLE XI

LEAVE OF ABSENCE

Sick leaves, leaves of absence, disability leaves, funeral leaves, military leaves and terminal leaves shall be set forth in the applicable section of the personnel ordinance of the Township.

ARTICLE XII

SALARIES

The annual salaries of firemen for the calendar year of 1973 exclusive of incentive program payments, shall be as follows:

- (a) for the first year of service an annual salary of \$9,240.00.
- (b) for the second year of service an annual salary of \$9,270.00.
- (c) for the third year of service an annual salary of \$9,975.00.
- (d) for the Fourth year of service an annual salary of \$10,790.00.
- (e) for the fifth and subsequent years of service, an annual salary of \$11,550.00.

The base annual salary payments to firemen shall be no less than the base annual salary payments made to any other Uniformed Department (Police Department) for the year 1973.

ARTICLE XIII

MERIT INCENTIVE PROGRAM

The Merit Incentive Program and the merit incentive payments contained in Ordinance No. 73-22 shall be continued as to the members of the Fire Department for the calendar year of 1973.

ARTICLE XIV

SPECIAL LEAVE

Members of the Cranford Fire Department may, with the approval of the Chief of the Fire Department or of the Officer in charge of the Fire Department in the absence of the Chief, be rendered special leave with pay for any days on which he is able to secure another employee to work in his place provided:

- (a) Such substitution does not impose any additional cost to the Township.
- (b) Such substitute shall be of equal rank.
- (c) The efficiency of the Department is not diminished.

ARTICLE XV

CLOTHING ALLOWANCE

All firemen shall receive a retroactive 1973 clothing allowance of \$200.00 for 1973.

ARTICLE XVI

VACATIONS

Members of the Fire Department shall be granted

annual vacation leave with pay each year as follows:

**COMPLETED YEARS
OF SERVICE**

**AMOUNT OF
VACATION LEAVE**

- Less than one year - - 1/2 working day for each full calendar month of service, not to exceed 6 working days.
- 1 - 10 (continuous) - 8 working days vacation during each year.
- 11 - 20 (continuous) - 12 working days vacation during each year.
- 21 - 30 (continuous) - 16 working days vacation during each year.
- 31 - 40 (continuous) - 20 working days vacation during each year.
- 41 & up (continuous) - 24 working days vacation during each year.

Working days shall mean both day and night shift. Working days for the purpose of computing length of vacation shall be based on the 42 hour average work week in an 8 week cycle as described in Article VII of this agreement "Hours of Employment" and hereto attached as Schedule A. 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. Seniority within the shift shall be the basis for determining preference of vacation.

ARTICLE XVII

RESIGNATION AND PROBATIONARY PERIODS

Resignations and probationary periods shall be as set forth in the Personnel Ordinance.

ARTICLE XVIII

HEALTH, LIFE AND DISABILITY INSURANCE

Firemen and their families shall be entitled to hospitalization benefits and surgical benefits, including Rider J. In addition, each fireman shall be provided with major medical benefits. An optional arrangement is available for the firemen and their families for major medical benefits at the present rate of \$1.47 per month for each fireman. Each fireman shall also be entitled to a Group Term Life Insurance policy in the amount of \$2,000.00, with double indemnity provision for service connected death or disability. If any employees of the Township receive the benefit of a dental plan, the firemen shall also receive such benefit. Each fireman is also entitled to dismemberment benefits in accordance with the existing schedule set forth in the present policy.

ARTICLE LXX

HOLIDAYS

The members of the Fire Department shall be paid in addition to their annual salaries for nine (9) legal holidays at the regular daily rate of compensation, plus compensatory time for three (3) days of the following twelve (12) legal holidays enjoyed by other municipal employees:

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

Firemen shall have the option of selecting compensatory time in lieu of pay for any or all of the nine said paid holidays from the said list of legal holidays enjoyed by other municipal employees provided they advise the Township Treasurer of such selection not later than November 1, 1973.

ARTICLE XX

DEATH BENEFITS

A fireman's beneficiary shall be paid for the following: accrued sick leave, accrued vacation time, accrued terminal leave, accrued holiday, accrued overtime hours for which compensation has not been received, and such other benefits as may have accrued under the Personnel Ordinance.

ARTICLE XXI

PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by both parties hereto which are not specifically provided for or abridged in this Agreement as 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. It is understood that this provision will remain in force until the expiration of this Contract.

ARTICLE XXII

FMBA ACTIVITY PROTECTED

Except for the right to strike or to withhold services which are hereby prohibited, all other FMBA activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of the FMBA to present the views of the FMBA to the citizens of issues which affect the welfare of its members.

ARTICLE XXIII

SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent that any may be so in violation, shall be deemed of

no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence, or paragraph in which offending language may appear. In the event of such contract clause invalidation, both the Township and the FMBA agree to meet within ten days of such determination and negotiate a valid clause reflecting the intent of the parties and to reach such agreement concerning such valid clause within thirty days. Said thirty days may be extended by mutual consent of both parties.

ARTICLE XXIV

The duration of this Agreement shall extend through December 31, 1973. Either party wishing to terminate, amend, or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of the notification by either party, a conference shall be held between the Township and the FMBA Negotiating Committee for the purpose of such Amendment, modification or termination.

In the event neither party serves such written notice of desire or intention to terminate, amend, or modify this Agreement on or before the aforementioned sixty (60) days prior to expiration of this Agreement, then the

duration of this Agreement shall continue for one (1) additional year.

IN WITNESS WHEREOF the parties have caused their names to be signed this day of 1973.

The Township of Cranford, N.J.

Local #37
Firemen's Mutual Benevolent
Association

Jack C. McVey
Chairman, Township Committee
WITNESS:

Harvey W. Mervede
President

Wesley N. Philo
Township Clerk

Harold E. Domarstius
Vice President

Sidney H. Stone
Administrator

William F. Brown
Secretary

Schedule A

42 HOUR AVERAGE WEEK

IN

8 WEEK CYCLE

DAILY Schedule in Cycle

SEVEN REPEATS OF BELOW 8 DAY Cycle
= 42 Hour Avg. Work Week

SQUAD Number	DAY in 8 DAY Cycle							
	1 ST	2 ND	3 RD	4 TH	5 TH	6 TH	7 TH	8 TH
#1	D	D	O	N	N	O	O	O
#2	O	O	D	D	O	N	N	O
#3	N	O	O	O	D	D	O	N
#4	O	N	N	O	O	O	D	D

CODE

D = DAY SHIFT - 8AM To 6PM - 10 HOURS

N = NIGHT SHIFT - 6PM To 3AM - 14 HOURS

O = NOT ON DUTY