

## MEMORANDUM OF UNDERSTANDING

Between

THE TOWNSHIP OF CRANFORD

AND PBA LOCAL NO. 52 - SUPERIOR OFFICERS

This constitutes the Memorandum of Understanding made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Township of Cranford ("the Township") and PBA Local No. 52 - Superior Officers ("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:** Management Rights: Section 4. 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 6: Remove.

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

**Article 5:** No Strike Pledge: No changes.

**Article 6:** Majority Bargaining Agent Rights and Duties:  
Section 3: "not to exceed a total of six (6) days annually for all (not each) attendances." "PBA Local Events" - defined as "Silver Card Dinners" and "Golf Outings" or "any charitable or fundraising event hosted by Cranford PBA."

**Article 7:** 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 8:** Grievance Procedure: Fix typo - closed bracket after Article. Section 3, Step 4. Fix typo - spacing.

**Article 9:** Grievance Arbitration: No changes.

**Article 10:** 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: K. "Employee is convicted of a criminal offense or one touching and concerning his/her employment as a police officer or pleads guilty to same." and L. "Employee participates in any strike, sit-down, stay-in, slowdown, or curtailment of work restriction of production or services of the Township during the term of this Agreement."

**Article 11:** Hours of Employment: No changes.

**Article 12:** 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 13:** Overtime: No changes.

**Article 14:** Court Time: No changes.

**Article 15:** Deleted Article: No changes.

**Article 16:** 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 17:** 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 ..." F. change the word "from" to "on".

**Article 18:** Administrative (Personal) Leave: No changes.

**Article 19:** Bereavement Leave: No changes.

**Article 20:** Disability Leave: No changes.

**Article 21:** Holiday Leave: Add: 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 22:** Military Leave: See revisions to article (attached as separate document).

**Article 23:** Sick Leave: No changes.

**Article 24:** Terminal Leave: **Add to Section 7:** All employees hired on or after January 1, 2018, who complete their 25<sup>th</sup> year of creditable PFRS service time, shall be entitled to receive 82.5 days pay in lieu of all terminal leave pay provided in this

Article as long as they physically retire no more than 180 day beyond the completion of their 25<sup>th</sup> year.

**Article 25:** Vacation Leave: No changes.

**Article 26:** Accidental Death and Dismemberment Insurance: No changes.

**Article 27:** Dental Insurance: No changes.

**Article 28:** Health Insurance: 2021 contribution schedule.

**Article 29:** Prescription Insurance: No changes.

**Article 30:** Retiree Medical Benefits: No changes.

**Article 31:** Death Benefits: No changes.

**Article 32:** Disability Medical Benefits: No changes.

**Article 33:** Mutual Aid Disability Benefits: No changes.

**Article 34:** Emergency Medical Technician (EMT): Section 2, D. Add qualifying sentence before last sentence: 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.

**Article 35:** Legal Aid: Add "and the N.J.S.A. 59:10-4 (Tort Claims Act)".

**Article 36:** Existing Benefits: No changes.

**Article 37:** Severability: No changes.

**Article 38:** Fully Bargained Provisions: No changes.

**Article 39:** 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

  
Signature