

RESOLUTION

THIS BOOK DOES  
NOT CIRCULATE

3-0092

20-03

71-72

RESOLVED, that the form of the proposed Agreement between the Township and the Firemen's Mutual Benevolent Association, Local #37, with respect to wages and working conditions for paid firemen, exclusive of officers and callmen, for the years 1971 and 1972, a copy of which was presented to this meeting and ordered filed with the Township Clerk, be, and it hereby is, approved, subject to verification by the Pay Board that the salary increases contained in the contract are not in violation of Phase II.

BE IT FURTHER RESOLVED, that the Chairman of the Township Committee and the Township Clerk, be, and they hereby are, authorized to execute such agreement and deliver the same to the proper representatives of the Firemen's Mutual Benevolent Association, Local #37.

I, Harriet N. Low, Deputy Township Clerk of the Township of Cranford, County of Union, New Jersey, do hereby certify that the above is a true and correct copy of resolution adopted by the Township Committee of the Township of Cranford at a meeting held April 25, 1972.

In Witness Whereof I have hereunto set my hand and affixed the seal of said Township of Cranford this 5th day of May, 1972.

*Harriet N. Low*  
Harriet N. Low  
Deputy Township Clerk



Firemen's Mutual Benevolent Association

Local No. 37

FIREMEN'S QUARTERS • CRAFTS OF THE CITY

The following is a true copy of the position and action of F.M.B.A. Local #37 at a Special meeting held on March 14, 1972.

**RESOLUTION**

**RESOLVED** that the Firemen's Mutual Benevolent Association, Local #37, approves and ratifies the attached contract and authorizes Thomas A. O'Neil, President, William P. Brown, Executive Delegate and Albert W. Cummings to sign same on behalf of the membership.

Witness and Resolved my hand and seal this Twenty fifth day of April, 1972.

*Peter F. Kopack*  
**Peter F. Kopack**  
**Secretary**

**Witness:**

*Albert W. Cummings*

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

PREAMBLE

This Agreement, effective as of the 1st day of January, 1971, by and between the Township of Cranford, situated in the County of Union, State of New Jersey, hereinafter referred to as the Township, and Firemen's Mutual Benevolent Association, Local #37, hereinafter referred to as the FMBA, 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.

ARTICLE I

RECOGNITION

The Township Committee recognizes the FMBA as the exclusive representative and bargaining agent for paid firemen (exclusive of officers and callmen).

The direction and operation of the Fire Department is the exclusive responsibility of the Township Committee.

ARTICLE II

FMBA BUSINESS LEAVE

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.

The Executive Delegate, his alternate, and the FMBA President shall be granted leaves of absence from duty (maximum of five days) to attend the FMBA State Convention upon prior approval of their immediate superiors and they shall be paid for duty days, but only while actually attending such convention.

The Executive Delegate of the FMBA attending special or regularly scheduled local and sectional meetings shall be granted leave from duty, without pay upon prior approval of his immediate superior.

The Executive Delegate shall also be granted no more than two days' leave annually with pay to attend state and regional meetings. The prior permission for such leave must first be obtained from the employee's immediate superior.

### ARTICLE III

#### 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 have fifteen working days after submission to reach its decision with respect thereto. The Grievance Committee shall set forth its findings and conclusions in writing.

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

##### MANPOWER

In order to protect the health and safety of fire department employees and the residents of the Township, the

Committee will make every reasonable effort to maintain the existing manpower of each shift.

#### ARTICLE V

##### 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 VI

##### 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 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 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 VII

#### FIRE SAFETY PATROL

In addition to the duties currently performed by firemen, the Fire Department will operate 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 VIII

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 IX

LEAVES 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 X

SALARIES

The annual salaries of firemen for the calendar years of 1971 and 1972, exclusive of incentive program payments, shall be as follows:



1971

- (a) For the first year of service an annual salary of \$8,400.00.
- (b) For the second year of service an annual salary of \$8,400.00.
- (c) For the third year of service an annual salary of \$9,050.00.
- (d) For the fourth year of service an annual salary of \$9,800.00.
- (e) For the fifth and subsequent years of service, an annual salary of \$10,500.00.

1972

- (a) For the first year of service an annual salary of \$8,800.00.
- (b) For the second year of service an annual salary of \$8,825.00.
- (c) For the third year of service an annual salary of \$9,500.00.
- (d) For the fourth year of service an annual salary of \$10,275.00.
- (e) For the fifth and subsequent years of service, an annual salary of \$11,000.00.

ARTICLE XI

MERIT INCENTIVE PROGRAM

The Merit Incentive Program and the merit incentive payments contained in Ordinance No. 71-4 shall be continued as to the members of the Fire department for the calendar years of 1971 and 1972. It is the intention of the

in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of FMBA to present the views of the FMBA to the citizens of issues which affect the welfare of its members.

#### ARTICLE XXII

##### 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 XXIII

##### DURATION

The duration of this Agreement shall extend through December 31, 1972. 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 5th day of June, 1972

The Township of Cranford, N.J.

Local #37  
Firemen's Mutual Benevolent  
Association

Jack C. McVey  
Jack C. McVey  
Chairman, Township Committee

Thomas A. O'Neil  
Thomas A. O'Neil  
President

WITNESS:

Wesley N. Philo  
Wesley N. Philo  
Township Clerk

William F. Brown  
William F. Brown  
Executive Delegate

Albert W. Cummings  
Albert W. Cummings

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 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	5 <sup>TH</sup>	6 <sup>TH</sup>	7 <sup>TH</sup>	8 <sup>TH</sup>
#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

CODE

- D = DAY TURN - 8AM TO 6PM - 10 HOURS
- N = NIGHT TURN - 6PM TO 8AM - 14 HOURS
- O = NOT ON DUTY BUT SCHEDULED FOR  
RECALL PER DEPARTMENTAL REGULATIONS

12/19/91

SCHEDULE B

FIRE SAFETY PATROL DUTIES

11/30/71

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 similar 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 accident 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 wrong, 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

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 to perform such other fire related duties as may be assigned 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 fireman 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.