

MEMORANDUM OF AGREEMENT

**CITY OF NORTHFIELD
AND
NORTHFIELD PROFESSIONAL FIREFIGHTERS ASSOCIATION
LOCAL UNION #2364
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO**

WHEREAS, the City of Northfield (the City) and the Northfield Professional Firefighters Association Local Union #2364 (the NPFA Local 2364) are parties to a Collective Negotiations Agreement covering the period January 1, 2020 through December 31, 2024¹ (the current CNA); and

WHEREAS, the current CNA specifically sets forth the employee work schedule and hours of work at Article 19; and

WHEREAS, the current CNA also sets forth other terms and conditions of employment for employees of the NPFA Local 2364, including but not limited to accrued leave time; and

WHEREAS, on or about September 15, 2020, the City and the NPFA Local 2364 entered into a Memorandum of Agreement (the MOA) altering those terms on a temporary basis in light of the Public Health Emergency in the State of New Jersey created by the Coronavirus disease 2019 (“COVID-19”); and

WHEREAS, the terms of that MOA stated that “The City will notify the NPFA no later than December 15, 2020 if the City intends to extend this amended schedule beyond December 31, 2020 due to the continued COVID-19 emergency.”; and

WHEREAS, at this time, it is anticipated that the Public Health Emergency will continue and the Governor will continue to extend the Public Health Emergency for the foreseeable future; and

WHEREAS, based upon the continued Public Health Emergency, the parties restate the reasons for altering the schedule as set forth in the prior MOA as if set forth herein and made a part hereof; and

WHEREAS, in addition to the Public Health Emergency, the parties have explored the possibility of continuing this schedule for reasons unrelated to the Public Health Emergency and, therefore, desire to enter into this new Memorandum of Agreement for an additional period of one year, subject to City revocation as set forth below; and

WHEREAS, the parties wish to memorialize their agreement.

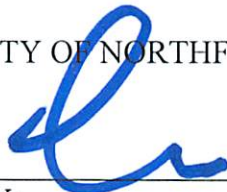
¹ Contingent upon certain conditions set forth in the Agreement

NOW THEREFORE the parties agree as follows:


1. The statements of the preamble are restated and incorporated in full.
2. The terms and conditions of the Memorandum of Agreement between the parties approved by Council on September 15, 2020, is hereby extended until December 31, 2021 and all terms are incorporated in full in this Memorandum of Agreement. Those terms are:
 - a. Effective upon the execution of this Memorandum of Agreement, full time employees shall be assigned to a twenty-four (24) hour shift from 8 a.m. until 8 a.m the following day, followed by seventy-two (72) hours off. Employees shall still be scheduled to work an average of forty-two (42) hours a week per Article 19 of the current CNA.
 - b. Effective upon the execution of this Memorandum of Agreement, part time employees shall also be assigned to a twenty-four (24) hour shift and shall not exceed twenty-nine (29) hours per week on a regular basis. In the event a part time employee cannot fill a twenty-four (24) hour shift, then the City shall use two part-time employees to fill the shift which may be split into ten (10) and fourteen (14) hour shifts. Use of full time staff to fill a vacant shift shall be done only in the event no part time employees are available.
 - c. Effective upon the execution of this Memorandum of Agreement, any time off shall be taken in increments of twenty-four (24) hours and the employee will be charged two (2) days off, unless the employee reports to work and then unexpectedly must utilize sick leave. In that instance, the employee will be charged for all hours away from work on an hour for hour basis in accordance with Article 8, paragraph 8.A.12. Only in the event that an employee has less than 24 hours of time left in a time off category (i.e., vacation, personal, sick) may they utilize less than 24 hours of time in that category. At anytime, Employees may utilize hour for hour compensatory time if necessary and if approved by the Chief or Captain, but are encouraged to use in 24 hour increments.
3. In addition, based upon the time conversion set forth above, the following shall clarify how leave time will be calculated during the term of this MOA:
 - a. Article VII – Holidays. Paragraph 7.1 provides as follows “All full time employees covered herein shall receive a total of fourteen (14) holidays, and any other day or half day that is provided by the Mayor and City Council and/or City Administrator to other City municipal employees. Twelve (12) holiday shall be paid at the rate of straight time at the daily rate established elsewhere in this Agreement and be payable on the last payday in the month of November. Two (2) holidays will be credited for use as time off on any shift and the use of one (1) holiday is equal to being off on one (1) scheduled shift.”

It is understood that in interpreting the above during this MOA, the two holidays referenced shall be utilized as one 24 hour scheduled shift.

- b. Where leave time is provided in terms of “days”, it is understood that a twenty-four hour shift is equal to two (2) days.
- 4. The City anticipates that this temporary amended schedule will be in place until December 31, 2021. However, the City and NPFA agree that the City, in its sole discretion, may revoke this Agreement at any time. In that case, the schedule will revert to its prior form under the current CNA.
- 5. The City will notify the NPFA no later than December 1, 2021 if the City intends to extend this amended schedule beyond December 31, 2021.
- 6. If no extension is provided by the City, it is understood that schedule, and all other terms, will revert to its prior form under the current CNA, effective January 1, 2022.
- 7. This Memorandum of Agreement shall not be construed in any way as the City waiving any of its managerial rights, nor shall it be construed as the NPFA waiving any of its rights.
- 8. Other provisions of the current CNA not specifically mentioned herein that may be inconsistent with this schedule change will be read to ensure consistency with this change. Nevertheless, the parties do agree that this temporary schedule is neither meant to reduce nor enhance any benefit previously negotiated or provided in the CNA and the parties shall conduct themselves accordingly.
- 9. All other provisions of the current CNA will remain in full force and effect.

CITY OF NORTHFIELD


BY:
Date: 12/22/2020

NPFA LOCAL 2364


BY:
Date: 12/16/2020