



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 20-R-151

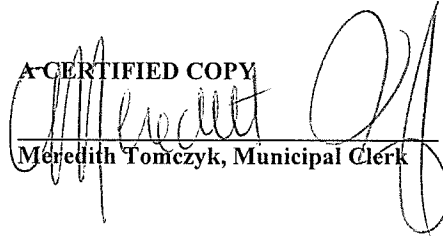
REGULAR MEETING

October 5, 2020

**RESOLUTION AUTHORIZING THE SIGNING OF A MEMORANDUM BETWEEN THE TOWNSHIP
OF MOUNT LAUREL AND
BURLINGTON COUNTY PROFESSIONAL FIRE OFFICERS ASSOCIATION, I.A.F.F. LOCAL 3091**

BE IT RESOLVED by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the Mayor and Township Manager are authorized to sign an memorandum Agreement between the Township of Mount Laurel and Burlington County Professional Fire Officers Association, I.A.F.F. Local 3091.

This resolution was adopted at a meeting of the Township Council held on October 5, 2020 and shall take effect immediately.

A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Bobo	✓	✓				KMS Finance
Edelson		✓				
Folcher		✓				
Pritchett	✓	✓				
Steglik		✓				

**MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT
LAUREL AND THE BURLINGTON COUNTY PROFESSIONAL FIRE
FIGHTERS ASSOCIATION, I.A.F.F. LOCAL 3091 (EMERGENCY MEDICAL
TECHNICIANS)**

WHEREAS, the Township of Mount Laurel (“Township”) and Burlington County Professional Fire Fighters Association, I.A.F.F. Local No. 3091, AFL-CIO/CLC (“Union”) are parties to a collective negotiations agreement governing the terms and conditions of employment for all paid full time and permanent part time Emergency Medical Technicians employed by the Township, with effective dates from January 1, 2018 through December 31, 2021 (“Agreement”); and

WHEREAS, the Township and the Union, through good faith negotiations, desire to amend the Agreement, effective November 1, 2020, to provide for a twelve hour work day schedule, and to have all sick, vacation and personal time calculated on a 12 hour basis.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is on this 5th day of October, 2020 hereby agreed as follows:

1. Pursuant to Article XXXVII (C), and effective November 1, 2020, the Agreement is amended as follows:

A. Article IX Hours and Overtime

Paragraph A(1) is deleted and replaced with the following:

The normal work week for Emergency Medical Technicians will be based upon alternating two (2) week schedules as follows: three (3) twelve (12) hour shifts one week, and four (4) twelve (12) hour shifts the second week, for a total of eighty four (84) hours in a fourteen (14) day period, to be followed by six (6) twelve (12) hour shifts for a total of seventy two (72) hours in the second fourteen (14) day period. This cycle will then repeat.

The work week shall be defined as 0600 hours, Monday through 0559 hours, the following Monday. There will be two (2) weeks in a pay period broken down as described above. Employees shall work twelve (12) hour shifts from 0600 to 1800 and then from 1800 to 0600, except scheduled hours of work may vary from time-to-time to meet the needs of the Township.

Paragraph C, first sentence only, is deleted and replaced with the following:

During 36 hour work weeks, any additional time worked over 36 hours and up to 39 hours due to the extension of the shift because of completion of calls will be paid at straight time. Any additional time worked beyond 39 hours will be at time and a half. However, any additional time worked over 36 hours due to a forced shift will be paid at time and a half. "Forced shift" means the employee is directed to report to work on a scheduled day off due to no coverage, or directed to stay beyond his/her shift due to the next shift calling out or does not come in on time.

During 48 hour work weeks, all hours beyond 40 will be paid at time and a half.

Paragraph H is deleted and replaced with the following:

Whenever it shall be necessary to determine an hourly rate, such as for overtime, the hourly rate for a twelve (12) hour employee shall be computed by dividing the appropriate salary by 2028.

B. Article XII Holidays

Paragraph C is deleted and replaced with the following:

An EMT holiday shall be defined as a twelve (12) hour day for twelve (12) hour employees.

Paragraph D is deleted and replaced with the following:

Twelve (12) hour employees who work a holiday will be paid double-time. The employee would then be issued a check in December for the remaining holidays (at his/her regular hourly rate) he/she did not work. (This would be calculated by the Chief

or his/her designee prior to submission) e.g. If Employee A works 6 holidays throughout the calendar year, he/she would have been paid in his/her check double time for those six days, then receive a check in December for the remaining 4 holidays (4 days at 12 hours).

C. Article XIII Vacation & Personal Time Leave for all Full Time

Employees

Amend Paragraphs A(1)(2)(3) and (4) to reflect 12 hour employees and 12 vacation hours.

1. During the first calendar year of employment, twelve (12) hour employees shall be entitled to twelve (12) vacation hours per month of employment.
2. Beginning the 2nd year of employment through the 7th calendar year of employment, twelve (12) hour employees shall be entitled to one hundred and forty four (144) vacation per year.
3. Beginning the 8th year of employment through the 16th calendar year of employment, twelve (12) hour employees shall be entitled to one hundred eighty (180) vacation per year.
4. Beginning the 17th year of employment until retirement, twelve (12) hour employees shall be entitled to two hundred and forty (240) vacation per year.

Delete Paragraph I and replace with the following:

The Emergency Medical Technician vacation entitlement schedule shall be based on one (1) shift being defined as a twelve (12) hour shift.

Amend Paragraph K regarding calculation of personal leave based on a 12 hour shift.

First year of employment through the 3rd year of employment:
12 Hours 24 hours after six months employment

Beginning 4th year of employment through 9th year of employment:

12 Hours 36 hours effective January 1

10 years of employment and thereafter:

13 Hours 60 hours effective January 1

D. Article XV Sick Leave

Delete Paragraph A and replace with the following:

Sick leave with pay shall be earned at the rate of twelve hours per month during the first calendar year of employment, and one hundred eighty (180) hours per year for each year of employment thereafter. Unused sick leave shall be cumulative from year to year.

Delete Paragraph C and replace with the following:

Employees may be required to furnish a doctor's certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workday for twelve (12) hours employees.

Delete Paragraphs M and N and replace with the following:

M. The sick leave entitlement shall be based on one (1) work day being defined as a twelve (12) hour shift.

N. Twelve (12) hour employees may sell back a maximum of one hundred twenty (120) hours accrued sick leave per year provided they have at least 180 hours of sick leave available. Employees intending to sell back to the Township must notify the Township designee between November 1 and December 1.

2. Holiday pay and buy back of sick leave will be adjusted for the months of November and December, 2020. All calculations after November 1, 2020 will be based on a 12 hour shift.

3. All other terms and conditions of the Agreement not referenced herein shall remain in full force and effect.

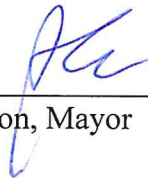
4. This Memorandum of Agreement can be signed in separate counterparts by each individual/entity indicated below and shall be construed as fully integrated and enforceable as if a single document had been executed by all Parties.

IN WITNESS WHEREOF, the undersigned have set their hands and seals
this 5 day of October, 2020.

MOUNT LAUREL TOWNSHIP



Meredith Tomczyk
Township Manager

10/5/20
Date


Irwin Edelson, Mayor

10/5/2020
Date

**BURLINGTON COUNTY PROFESSIONAL
FIRE OFFICERS ASSOCIATION,
IAFF LOCAL NO. 3091, AFL-CIO/CLC**


Richard P. McIlwee
President, Local 3091

10/21/2020
Date


Joseph Brunges
Secretary, Local 3091

10-21-2020
Date