

MEMORANDUM OF AGREEMENT

AGREEMENT made this 24th day of August, 2021 by and between the TOWNSHIP OF SOUTH BRUNSWICK (herein the "Township") and the SOUTH BRUNSWICK FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL 90 (herein the "FMBA").

WHEREAS, the Township and the FMBA are parties to a Collective Negotiations Agreement (herein "CNA") covering the period from January 1, 2015 through December 31, 2019; and

WHEREAS, the parties have engaged in good faith negotiations concerning the terms and conditions for a successor CNA; and

WHEREAS, the parties have reached agreement on said new terms and conditions, for a new contract subject to ratification by the employees represented by the FMBA and approval by the Township, which ratification and approval the negotiating committees for the parties unanimously agree to recommend;

NOW THEREFORE in consideration of the mutual covenants and undertakings herein set forth, the parties agree as follows:

I. Except as herein modified, the terms and conditions of the 2015-2019 CNA between the parties shall remain in full force and effect.

II. **General**

A. Attorneys for the parties shall draft and review the successor agreement for typographical, grammatical, and structural issues and shall make such non-substantive changes.

B. Correct all dates in contract to coincide with the new term.

III. **Article 3, Dues Checkoff**

A. Modify Section D as follows:

The Union will provide the necessary check off authorization forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the designated Township officials, as provided in N.J.S.A. 52:14-15 (e), as amended. Withdrawal of dues authorization shall be in accordance with applicable law as that law may be modified during the term of this contract. Currently, applicable law provides as follows: Employees who have authorized the payroll deduction of fees to employee organizations may revoke such authorization by providing written notice to their public employer during the 10 days following each anniversary date of their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the employee organization of an employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary of date of employment.

B. Modify Section E as follows:

Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of reentry into employment with the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction provided the employee furnishes written authorization for deduction of said representation fee in accordance with applicable law. Withdrawal of said authorization shall be in accordance with the provisions set forth in Section D above. The Representation Fee shall be in an amount equal to eighty five percent (85%) of the regular Union membership dues, fees, and assessments.

IV. **Article 5, Salary**

A. Replace Section A with the following:

Schedule A provides for the Telecommunicators and Deputy Fire Marshal's salaries for 01/01/2020 thru 12/31/2024 which includes the following across-the-board increases:

Effective & retro to 1/1/2020- 3%.

Effective & retro to 1/1/2021- 3%

Effective 1/1/2022- 3%

Effective 1/1/2023- 3%

Effective 1/1/2024- 3%

B. Remove Section B from the new contract and re-letter the remaining paragraphs.

C. Update stipend language for TAC and Assistant TAC Officers to 2020.

V. **Article 7, Work Week**

Section B, replace with:

B. Public Safety Telecommunicators ("PSTs"):

1. Subject to exigent circumstances and staffing levels, by reason of which management could determine the need to revert to the work schedule in effect as of 1/1/2020, the work schedule for PSTs shall be 3 consecutive days on duty followed by 3 consecutive days off duty. Shifts shall be 11 hours with a one-hour unpaid meal break. Shifts shall be as follows:

Shift 1: 0600 to 1700 hours

Shift 2: 1100 to 2200 hours

Shift 3: 1700 to 0400 hours

Shift 4: 2200 to 0900 hours.

2. If PSTs are unable to take their unpaid meal break due to workload, they shall receive compensatory time at 1-1/2 hours for missed lunch and breaks.

3. When a PST uses accrued time, he/she shall have 10 hours deducted from their accrued time bank for each day used.

4. So long as the parties do not agree to change this work schedule:

a. The Township may use part time dispatchers for assignments and special details as it determines, excluding coverage for short shifts.

b. Effective in 2021, PSTs shall provide 4 unpaid training days per year as assigned by management. These in-service training days shall be scheduled from Monday through Friday and not on contractual holidays (both the celebrated day and the actual day). A minimum of 2 weeks' written notice shall be given to a PST prior to the date of the in-service training.

VI. **Article 8, Compensatory Time, Overtime, Emergency Callouts**

A. Section B: Change "after eight (8) hours) to "regularly scheduled workday."

B. Section C:

1. Change "called out to respond to and emergency situation" to "called-in to work after their regularly scheduled shift..."

2. Subsection a): Effective 1/1/2022 change 2 hours to 3 hours and add: "The minimum guarantee shall not apply if the call-in is contiguous to the employee's shift. The Township reserves the right to require the called-in employee to remain at work for the full 3-hour period."

VII. **Article 10, Medical Benefits**

A. Section A, add the following:

1. Effective January 1, 2020, the employee contributions for maintenance of health benefits shall be reduced from Tier 4 to Tier 3.

2. Effective January 1, 2021, the employee contributions for maintenance of health benefits shall be reduced from Tier 3 to Tier 2.

B. Section B, add the following: Effective January 1, 2020, contributions for eligible retirees for maintenance of health benefits will be reduced from Chapter 78 Tier 4 to Tier 2 based upon pension benefit rate. Employees who had 20 or more years of service as of June 28, 2011 and otherwise qualify for no contribution health benefits in retirement or employees who retire on a disability pension from the Township shall maintain that exemption. Should any other negotiations unit, except the PBA, FOP and CWA units, be provided with a lesser payment towards premiums in retirement, the Township agrees to reopen this Agreement to negotiate in good faith with the Union regarding retiree healthcare contributions.

VIII. **Article 11, Personal Days**

Replace with:

Employees shall receive 3 personal days each January 1 which must be used in the year granted. Personal days shall be accrued as follows: First calendar year of employment, 1 day upon hire if hired from January 1 through June 30 and ½ day if hired on July 1 through December 31; on January 1 of the 2nd calendar year of employment, 2 days; and 3 days on January 1 of the 3rd calendar year of employment and each year thereafter.

A request to use a personal day or days shall be submitted with at least 2 hours advance notice of the start of an employee's shift. In case of emergency, as much notice as possible is acceptable.

IX. **Article 12, Holidays**

Section D (new): Holidays for PSTs will be on the actual holiday and not on the Township observed holiday where there is a variance in the observance date.

X. **Article 13, Vacation**

A. Section A:

1. For Public Safety Telecommunicators change “working day” to 8 hours and convert all accrued time for vacation and sick days to hours based on an 8-hour workday. This will result in 96 hours per annum during the first 5 years prorated as currently done and then 136, 152, 168, 184 and 200 hours per annum for the remaining vacation break period. Holidays will be administered in accordance with present practice and personal days will be in accordance with normal workday. There will be no change in the administration of PTO for DFM.

2. Add the following: “All vacation shall be credited on January 1 of each calendar year in anticipation of continued employment. If an employee is set to move to a seniority level that provides for more vacation time, the employee shall be credited with the greater amount on January 1 of that year. If an employee separates employment before earning the additional vacation time that was credited, the Township shall have the right to deduct the amount due from the employee’s final paycheck in addition to its right to pro rate vacation in the first and last years of service.”

B. Section B, replace with: DFMs will be allowed to carryover up to 80 hours and PSTs 100 hours of vacation time to the next calendar year.

XI. **Article 14, Bereavement Leave**

Section B: Modify to include Stepparents and Step Siblings in definition of “immediate family.”

XII. **Article 15, Grievance Procedure**

A. Section A, add: “A workday is defined as, Monday through Friday, excluding contractual holidays.

B. Modify Step One to increase 5 workdays to 10 workdays and add that the Union will provide a copy of the grievance to the Township Manager at the time it is originally presented to the immediate supervisor.

XIII. Article 21, Telecommunicators

A. Section A, 1: Modify to provide that effective January 1, 2021 the clothing allowance shall be increased from \$650.00 to \$700.00 per annum.

B. Section B, replace with:

Effective March 21, 2020, the following shift differentials shall be paid to those PSTs working the applicable shift:

Shift 2: .50 per hour

Shifts 3 & 4 .75 per hour

Effective January 1, 2022 each shift differential shall be increased by .50 per hour.

XIV. Article 24, Sick Leave Plan

A. Section C: Delete.

B. Section E and G, add: "Employees after May 21, 2010 shall be capped at \$15,000.00."

C. Sick leave will be 120 hours per year.

XV. Article 26, Deputy Fire Marshall

A. Section A:

1. Replace the introductory paragraph with: "All new hires shall be provided with the following at the Township's expense:"

2. Add after "pairs of pants" and "staff shirts," "(cotton or Nomex)".

3. Add after "t-shirt undershirts" "(cotton)."

4. Add "Radio Strap, if required by the Township."

5. Replace the last sentence with: "Daily uniforms shall be replaced annually at the Township's expense. Dress uniforms shall be replaced at the Township's expense on an as needed basis."

B. Section C, add the following:

1. "Effective January 1, 2022, on-call shall increase to \$3000."

2. "A Deputy Fire Marshal shall not be included in the on-call rotation until all required training is completed."

C. Section D:

1. Replace the 3rd paragraph with:

a) The on-call schedule is currently a five (5) week rotation but will be based on a minimum of a four (4) week schedule. The on-call duties will be based on a division of weeks based on the amount of participating Deputy Fire Marshals. The minimum rotation being a four-week rotation. Deputy Fire Marshals will be contacted by phone. Deputy Fire Marshals are not subject to discipline for not answering their phone or being unavailable to respond during their non on call week. If all Deputy Fire Marshals are unavailable, the Fire Marshal will be contacted for coverage. It is understood that this paragraph does not in any way restrict Management's rights.

b) If the unit falls below four (4) qualified Deputy Fire Marshals to cover all on call weeks, the remaining Deputy Fire Marshals shall cover the "open" weeks in accordance with previous sidebar agreements. Deputy Fire Marshals shall split the "open" weeks and be compensated at a rate of four (4) hours at the employee's straight time rate for weekdays and seven (7) hours at the employee's straight time rate for weekends and holidays.

XVI. Article 29, Duration of Contract

Modify to provide for term of contract from January 1, 2020 to December 31, 2024.

XVII. Ratification

This Agreement is subject to ratification by the FMBA membership and the approval of the governing body of the Employer.

XVIII. Complete Agreement

All other proposals of the parties made at negotiations not contained herein are withdrawn.

TOWNSHIP OF SOUTH BRUNSWICK

**SOUTH BRUNSWICK FIREMEN'S
MUTUAL BENEVOLENT
ASSOCIATION LOCAL 90**

By: 

By: 

Date: August 24, 2021

Date: 8/24/2021