



TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER

Distribution Attachment

Resolution No. 22-R-104

REGULAR MEETING

APRIL 4, 2022

RESOLUTION AUTHORIZING THE SIGNING OF A 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)

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 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) from January 1, 2022 to December 31, 2025.

This resolution was adopted at a meeting of the Township Council held on April 4, 2022 and shall take effect immediately.

A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen	2	✓				JDC Brungs
Janjua		✓				Tara
Moustakas	1	✓				Brett
Pritchett		✓				Murphy
Steglik		✓				Union Binder

**SIDEBAR AGREEMENT MODIFYING CERTAIN TERMS AND CONDITIONS
OF EMPLOYMENT 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 the Burlington County Professional Fire Fighters Association, International Association of Firefighters Local No. 3091, AFL-CIO/CLC (“IAFF Local 3091”) are parties to a collective bargaining agreement governing the terms and conditions of employment for all full time paid EMS Training Division Supervisors, EMS Training Division Lead Instructors, Senior Emergency Medical Technicians and Emergency Medical Technicians employed by the Township, with effective dates from January 1, 2022 through December 31, 2025 (“Current CBA”); and

WHEREAS, as a result of good faith negotiations and to further amicable labor-management relations, the Township and IAFF Local 3091 desire to modify certain terms and conditions of the Current CBA in accordance with Article XXXVII (C).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Township and IAFF Local 3091 agreed to amend the Current CBA effective January 1, 2022 as follows:

Article 1 Recognition

Modify as follows:

The Township recognizes the Association as the exclusive collective negotiations agent for all full time paid ~~and permanent part time paid~~ EMS Training Division Supervisors, EMS Training Division Lead Instructors, Senior Emergency Medical Technicians and Emergency Medical Technicians employed by the Township.

Article IX Hours and Overtime

1. Section (C)(1): Modify last two sentences as follows:

Approved time off and charged against an employee's **sick**, vacation, personal holiday, and/or holiday balance will be counted as time worked for overtime compensation. ~~Sick leave taken will not be counted against the employee for purposes of overtime computation.~~

2. Section (C)(2): Add the following at the end of the section:

Approved time off and charged against an EMS Training Division Supervisor's or EMS Training Division Lead Instructor's sick, vacation, personal holiday, and/or holiday balance will be counted as time worked for overtime compensation.

3. Section (C)(2): Delete "1 1/2%" and replace with "time and a half."

4. Section (D): Delete and replace with the following:

When an employee is recalled for duty they shall be entitled to compensation at their overtime rate for all hours worked, with a minimum compensation of two (2) hours at their overtime rate. "Recalled for duty" shall mean being called back to an assignment after the employee's regular scheduled shift has ended and there is a break in service. "Recalled for duty" does not include having to work continually after the employee's regular shift has ended due to relief being late or other reason.

5. Add new Section I:

All training employees shall receive an 8-hour rest period before being required to staff an ambulance.

Article XII Holidays

1. Section A: Amend first sentence as follows: "~~Emergency Medical Technicians~~

All employees shall be entitled to **twelve (12)** ~~ten (10)~~ regular holidays per calendar year..."

Article XIII Vacations & Personal Time Leave

1. Section A (1) through (4): Amend to allow uniform accrual of vacation hours for all employees, whether 12 hour or 8 hour, at the 12 hour employee rate.

2. Section I: Delete and replace with following:

“Vacation entitlement schedule for all employees shall be based on one (1) shift being defined as a twelve (12) hour shift.”

3. Section K (1) and (2): Amend to allow uniform accrual of personal time hours for all employees, whether 12 hour or 8 hour, at the 12 hour employee rate.

Article XV Sick Leave

1. Section A: Amend to allow uniform accrual of sick leave hours for all employees, whether 12 hour or 8 hour, at the 12 hour employee rate.

2. Section E: Amend as follows:

In order to receive compensation while absent on sick leave, an employee shall report their absence to the Chief or his designee at least **six (6) ~~one~~** (~~4~~) hours prior to the start of their shift, if possible.

This Side Bar Agreement is subject to approval by Township Council and the rank and file membership of IAFF Local 3091.

All other terms and conditions of employment in the Current CBA not referenced in this Side Bar Agreement shall remain unchanged.

This Side Bar 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 ____ day of March, 2022.

MOUNT LAUREL TOWNSHIP

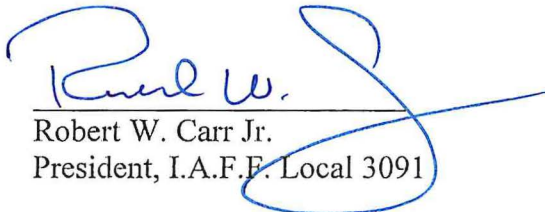

Meredith Tomczyk
Township Manager

4/4/22
Date



Kareem Pritchett
Mayor

4/4/22
Date

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


Robert W. Carr Jr.
President, I.A.F.F. Local 3091

4/14/2022
Date


Joseph R. Brunges
Shop Steward, I.A.F.F. Local 3091

4-14-2022
Date