

#24-388

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF
A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWNSHIP OF
MANCHESTER AND FIREMANS MUTUAL BENEVOLENT ASSOCIATION LOCAL 81**

BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Mayor be and is hereby authorized to execute and the Clerk to attest to a Collective Bargaining Agreement between the Township of Manchester and the Firemans Mutual Benevolent Association Local 81.
2. That the Township Clerk shall forward a certified copy of this resolution to the following:
 - A. Chief Financial Officer;
 - B. Business Administrator;
 - C. Personnel Officer;
 - D. FMBA Local 81 Representatives

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council of said Township at a meeting held on the 26th day August 2024.



Teri Giercyk, RMC/CMC
Municipal Clerk

COLLECTIVE BARGAINING AGREEMENT

-BETWEEN-

**THE TOWNSHIP OF MANCHESTER,
A BODY CORPORATE,
COUNTY OF OCEAN,
STATE OF NEW JERSEY**

-AND-

**MANCHESTER TOWNSHIP LOCAL 81 FIREMANS MUTUAL
BENEVOLENT ASSOCIATION**

JANUARY 1, 2023 THROUGH DECEMBER 31, 2026

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THIS AGREEMENT is entered into on this 26th day of August 2024, **BY AND BETWEEN** the Township of Manchester, a body corporate, County of Ocean, State of New Jersey, (hereinafter referred to as the “Township”) and the Manchester Fireman’s Mutual Benevolent Association Local 81 (hereinafter referred to as “Firefighter/EMTs” or “FMBA”).

I. RECOGNITION AND SCOPE OF AGREEMENT.

The Township of Manchester recognizes the FMBA as the exclusive majority representative of the unit comprised of all regularly employed full-time professional firefighter/EMTs for the purpose of collective negotiations concerning grievances, terms and conditions of employment. All others not specified as included within the unit are excluded including but not limited to officers, volunteers, managerial executives, confidential employees, supervisors within the meaning of the New Jersey Public Employment Relations Act, emergency medical technicians who are not employed as a professional firefighter/EMT.

II. DEFINITIONS.

- A. “Firefighter/EMT” shall mean any full time sworn firefighter/EMT who is a member of this bargaining unit.
- B. “Work Week” shall consist of (40) working hours within a workweek. Working hours shall include paid holidays and approved vacation time. A fulltime firefighter/EMT may be scheduled by the Township to work Sunday through Saturday. Schedule changes will be subject to 48 hours advance notice to the union and employee prior to implementing a schedule change.
- C. “Workday” shall be ten (10) consecutive hours per day. “Annual Work Hours” shall be understood to be 2080 hours. Payment of the stated annual salary shall be adjusted to reflect the actual number of pay periods within a given calendar year (26/27 pays).
- D. “Overtime” shall be any time worked by an Employee, outside of the regular assigned scheduled workweek unless otherwise provided within this Agreement.
- E. “Emergency Call-In” means anytime the Director, or his/her designee, requires a firefighter/EMT to report for duty during his or her regularly scheduled time off to assist in an emergency.
- F. “Base hourly wage” is computed by taking the individual firefighter/EMTs attained annual Wage listed in Appendix A divided by 2080 hours. Payment of this stated annual salary shall be adjusted to reflect the actual number of pay periods within a given calendar year (26/27 pays).

- G. "Seniority" is determined by the firefighter/EMT with the longest length of continuous employment with the Township as a full-time firefighter/EMT. For firefighter/EMTs hired on the same day, seniority will be determined by order of hire.
- H. "Director" shall mean the Director of Emergency Services (or Township designee) and/or the Director of Public Safety (or Township designee) as delineated throughout.
- I. "Healthcare provider" means the same as that term is defined within regulations promulgated by the United States Department of Labor pursuant to the Family and Medical Leave Act.
- J. The date of this Agreement shall be the date executed by the Township.

III. MANAGEMENT RIGHTS

- A. The management (except as limited by this Agreement) and direction of the Township Fire Department is vested exclusively in the appropriate Township Officials, including, but not limited to, the right to hire, suspend or demote, discipline, or discharge for just cause, transfer or lay-off because of lack of work or other legitimate reasons; to determine the type, kind and quality of service to be rendered to the community; to determine the location, design, extent and use of physical structures; to determine the methods, procedures and means of providing such services and to determine what constitutes good and efficient fire department services, all in accordance with the legal requirements pertaining hereto.
- B. Nothing contained within this Agreement or otherwise shall prohibit, prevent or limit the Township's discretion to use per diem employees for firefighter/EMT, firefighter, or EMT services, including but not limited to shift coverage. Nothing contained within this Agreement prohibits the continued use of volunteer staff within the volunteer units.
- C. Existing operational procedures, ordinances, regulations, personnel rules and policies which are not specifically inconsistent with the provisions of this Agreement may be created, amended or changed from time to time without restraint.
- D. All leave time, whether paid or unpaid (including but not limited to sick leave, State temporary disability benefits or workers' compensation benefits), that is used or allowed in connection with an event that is also covered under federal and/or state laws providing for protected leave shall run contemporaneously in accordance with the Township's policies, including but not limited to its Family Medical Leave Act

("FMLA"), the New Jersey Family Leave Act ("NJFLA"), the NJ-SAFE Act ("NJ-SAFE") policies. All discretionary or permissive language contained within the FMLA, NJFLA and NJ-SAFE, as well as other leave entitlement laws and regulations shall be determined by Township Policy. The Township shall authorize employees on the aforementioned leaves entitlements to not be required to utilize up to two (2) weeks of discretionary time off.

- E. The Township retains the sole right to determine whether a firefighter/EMT has satisfactorily completed their probationary period during which or within ten days of the completion date the Township may release the firefighter/EMT without cause or advance notice. Such removal shall not be subject to the grievance/arbitration provisions of this contract. The probationary period for new hires will be one (1) year unless immediately prior to employment the person worked an average of forty (40) hours per month during the prior six (6) months as a firefighter/EMT with the Township and completed the probationary requirements within that time in which case the probationary period will be six (6) months instead of one (1) year.
- F. Applicants for the position of full-time firefighter/EMT who do not have the required certifications or licenses will sign a separate agreement requiring a minimum 2-year commitment with terms including but not limited to recovery of attendance, replacement, training and certification costs in the event the employee leaves in breach of the agreement. Recovery of costs includes attorney's fees and costs of recovery in the event the employee does not repay the amounts due upon request.
- G. Except as otherwise provided for within this Agreement, nothing contained in this Agreement shall be construed to effect the provisions in law regarding appointments, suspensions, reduction and discharge of firefighter/EMTs.

IV. TERM OF AGREEMENT

- A. The Township and regularly employed full time firefighter/EMTs have reached an agreement concerning wages and other bargainable terms and conditions of employment for the term of January 1, 2023, through December 31, 2026.
- B. Now, therefore, in consideration of the mutual covenants contained herein, the parties agree to be legally bound hereby, and the parties hereto agree that the following shall constitute the full and complete understanding of the Agreement incorporated herein, as to all benefits, wages and other conditions of employment for the Fire Department of Manchester for said term.

V. WORKING CONDITIONS

- A. The work week shall consist of forty (40) working hours per week which shall include paid holidays and approved vacation time. The work week shall start at 0001 hours Sunday and end at 2400 hours Saturday. A day is a 24-hour period starting at 0001 hours and ending at 2400 hours. The day the shift begins is the day the time is credited.
- B. The work schedule for firefighter/EMTs employed as of the date of this Agreement shall be Monday through Friday from 07:00 to 17:00 (7am to 5pm). A fulltime firefighter/EMT may be scheduled by the Township to work Sunday through Saturday. Schedule changes will be subject to 48 hours advance notice to the union and employee prior to implementing a schedule change.
- C. Overtime shall be computed by rounding to the next due half (1/2) hour of the actual time worked. Overtime shall be paid at the rate of one and one half (1 ½) times the base hourly wage.
- D. "Call-back" consists of a situation in which the Firefighter/EMT is requested to return to duty by the Director. When in the opinion of the Director, the situation for which the firefighter/EMT was called in for is completed, the firefighter/EMT will receive a minimum of four (4) hours pay at a rate of one and one half (1½) times the firefighter/EMTs base hourly wage regardless of actual time worked if less than four (4) hours. The Director, in his/her discretion, may require the firefighter/EMT to remain and work the entire four (4) hours. In any case, if a firefighter/EMT is kept longer then the four (4) hour time period they will be paid by rounding up to nearest half (½) hour increment at the 1 ½ times rate.
- E. If an alternative scheduling arrangement, other than the four (4) ten (10) hour workdays per week is mutually agreed to by both parties during the duration of this contract, an amendment shall be made, signed, and attached to this agreement. This amendment(s) will classify the new hours, as well as any economic provisions or benefits impacted by an alternative schedule other than that already agreed upon.
- F. A firefighter/EMT may be assigned to work on an EMT vehicle/ambulance in the event of a public safety crisis, mass casualty incident or in the event the Governor, Mayor or Director of the Office of Emergency Management declares a State of Emergency.

VI. SICK LEAVE

- A. On January 1st of every calendar year, firefighter/EMTs shall be granted one hundred and thirty (130) hours (13 x 10) of sick leave from which to draw from over the course of the calendar year. Any member appointed after January 1st of a calendar year shall be granted a sick leave allowance on a prorated basis.
- B. Unused sick leave earned by the firefighter/EMT shall accumulate year after year, additionally as an incentive, the amount accumulated shall be extended by 8 hours, for each calendar year the firefighter/EMT uses forty (40) hours sick leave or less.
- C. Upon retirement a firefighter/EMT shall receive compensation for unused accrued sick time, such compensation not to exceed \$15,000 shall be paid to the Firefighter/EMT. Sick leave will be paid at the daily rate at time of separation.
- D. Except as otherwise provided within this Agreement, administration of the sick leave policy shall be as outlined in Township and Departmental Procedures. The Township may require proof of illness of any firefighter/EMT on sick leave, after two callouts by a firefighter/EMT within the same calendar year. After two callouts, the Township may require proof of illness of any firefighter/EMT on sick leave, whenever such requirement appears reasonable to the Township. The certification establishing proof of illness must state: that the firefighter/EMT has been under the care of a healthcare provider, the firefighter/EMT's medical condition related to the absence, duration of the condition, the duration of treatment, the firefighter/EMT's ability or inability to perform any services for the Township, and either that the Firefighter/EMT is able to resume the essential functions of his/her position or an estimated return to work date. The certificate shall be turned in to and maintained by either the Director or the Township's Personnel Officer. The Township shall reimburse the costs of any doctor's office visit co-payment incurred as a result of obtaining such a doctor's certification provided the firefighter/EMT sees an in-network provider. Prior to returning to work the Township also reserves the right to require the firefighter/EMT to be examined by the Township physician or a health care provider designated by it and to require that the firefighter/EMT be certified as able to resume the essential functions of his/her position before returning to work. Upon receipt of the firefighter/EMTs note from a health care provider, said firefighter/EMT will, at the sole discretion of the Director, either be assigned to perform "Light Duty" if available, or leave with pay until an appointment can be obtained with the Township physician for a fitness for duty examination, and will be paid their normal hourly rate. For light duty, the Township may in its discretion assign an employee to work any place in the Township. The Township is not required to create a light duty position.
- E. The Township reserves the right to require, at its expense, a fitness for duty or functional capacity exam of an employee returning from a medical leave of absence

related to the employee's own serious health condition including but not limited to an FMLA leave.

- F. Any employee absent on sick leave shall make every reasonable effort to report his/her absence at least (3) hours prior to the start of their shift. In emergent circumstances, the employee shall make every effort to report his/her illness as promptly as possible, prior to the start of his/her shift.
- G. Sick leave is defined as an absence caused by an illness or injury of the employee, employee's spouse, or child, an absence for medical appointments for an illness or temporary disability due to childbirth.
- H. The negotiated provisions of this Article constitute the complete agreement of the parties regarding all aspects of sick leave including but not limited to its accrual, use, carry over, and any payment related to it or any other obligations or rights related to paid sick leave.

VII. JOB ILLNESS OR INJURY

- A. In the event of an on the job illness or injury (also referred to as Line of Duty injury) the Firefighter/EMT shall receive his/her annual salary for time lost from duty for a period not to consecutively exceed one (1) year from the date the injury is diagnosed, provided the following conditions are met:
 - 1. The injury, illness, and recuperation may be substantiated by a Township appointed physician for the purposes of determining that the employee is incapable of performing his/her duties as a Firefighter/EMT. The Township may request subsequent verifications on a monthly basis during the Firefighter/EMTs absence from duty.
 - 2. A Firefighter/EMT eligible for Line of Duty injury benefits shall not be required to use his/her accumulated contractual paid leave.
 - 3. The Firefighter/EMT shall retain all rank and seniority until a medical disposition is rendered after a period of (1) year from the date of initial absence.
- B. In the event the police contract reduces the length of time from one (1) year, the period of time agreed upon will also apply to firefighter/EMTs covered by this Agreement.

VIII. HOLIDAYS AND PERSONAL DAYS

- A. Compensation for holidays for firefighter/EMTs shall be calculated on the basis of ten (10) hours per holiday. Payment shall be included in members bi-weekly salary and pensionable.
- B. If the holiday falls on a scheduled workday for the firefighter/EMT, they will be paid at time and one half (1 ½) the hourly rate for each hour worked. If the holiday falls on a firefighter/EMTs off day and the firefighter/EMT is called in for overtime, the firefighter/EMT will get paid at the rate of two (2) times their hourly rate for each hour worked except as provided below within Paragraph C. If the firefighter/EMT is needed to work overtime and or held over after his/her scheduled time on a holiday, he/she will be paid at two (2) times their hourly rate. Nothing contained within this provision shall limit, prohibit or restrict the Township's discretion to use per diems to cover a shift on a holiday.
- C. Firefighter/EMT must work the assigned shift before and after a holiday in order to receive the holiday pay rate. Otherwise, if the employee works the holiday the employee shall be paid straight time. A certification from a healthcare provider will be required for sick absences on a holiday. A Firefighter/EMT may request an emergency personal day on one holiday per calendar year provided, however, the firefighter/EMT ordered to cover that holiday will be compensated at time and a half for all hours worked on that holiday.
- D. For the purposes of this article, the holiday is the calendar date recognized for the following holidays:
- | | |
|---------------|------------------|
| New Years Day | Memorial Day |
| Juneteenth | Independence Day |
| Labor Day | Thanksgiving |
| Christmas Day | |
- *Juneteenth shall be observed on the 3rd Friday in June.
- E. If any of the above holiday's conflict with the firefighter/EMTs religious belief, he/she may use a personal day to celebrate such religious holidays not covered by this Agreement, provided that sixty (60) days' notice is given to the Director.
- F. On January 1st each firefighter/EMT shall receive fifty (50) hours of personal time per year for personal use. Personal days shall be requested and approved by the Director five (5) days in advance for scheduling purposes. Two (2) of the five (5) days may be used in the event of an unexpected valid emergency provided the firefighter/EMT specifies the emergency and the Director agrees that it constitutes an emergency. Personal days shall not accumulate from year to year. Personal days may not be used on any of the above recognized holidays except as provided above within Paragraphs B and C.

- G. The right of denial for personal leave requests is the sole responsibility of the Director. If the approval of a personal day creates the need for additional staffing and/or overtime expenditures, and the personal day request is not of an emergent nature, then the denial shall be completely within the powers of the Director. The Director may not revoke a previously granted personal day with less than twenty-four (24) hours' notice absent an emergency as identified within Article V, ¶ F.
- H. On any of the above recognized holidays, an employee scheduled to work may elect to have a day off, at the sole discretion of the Director. The election to have a day off shall be offered in seniority order. A firefighter/EMT electing to have a day off will not be entitled to the time and a half holiday (1 ½) premium pay rate for working.
- I. Overtime/Volunteer, Prior to employees being mandated to work overtime, the Township will offer overtime to qualified employees who have volunteered to work overtime, except in emergencies. Nothing contained within this provision shall prohibit, restrain or limit the Township from filling shifts with per diem employees at that person's applicable hourly rate.

IX. VACATION

- A. All Firefighter/EMTs shall accrue vacation leave on January 1st with anticipation of continued employment throughout the year, however, should an employee's anniversary date of hire place them in a different length of service as outlined below they will be granted the additional hours as close to the anniversary date as possible this is outlined as follows:

ON JANUARY 1 ST	VACATION RECEIVED
Up to 1 year of service	100 hours.
1 year but less than 4 years of service	120 hours
4 years but less than 7 years of service	140 hours
7 years but less than 11 years of service	200 hours
11 years of service or more	240 hours

- B. Subject to the approval of the Business Administrator and the provisions of N.J.S.A. 40A:9-10.3, the Township may permit a firefighter/EMT to carry over up to 50 hours of vacation time.

- C. Vacation time shall be prorated upon hire or separation. Vacation time taken in excess of the prorated amount shall be deducted from any payments due to the employee.
- D. All vacation leave shall be scheduled with the Director, to insure fairness and an equitable distribution of vacation leave, all vacation leave may be determined on a bid basis by seniority.
- E. Vacation leave overlaps may be permitted at the discretion of the Director provided it does not create overtime. Nothing contained within this provision shall prohibit, restrain or limit the Township from filling shifts with per diem employees at that person's applicable hourly rate.

X. BEREAVEMENT LEAVE

- A. In the event of death of an immediate family member, a firefighter/EMT shall be granted forty (40) hours of time off.
- B. An immediate family member is defined as:
 - 1. Spouse and parents thereof;
 - 2. Sons and daughters and spouses thereof;
 - 3. Parents and spouses thereof;
 - 4. Brothers and sisters and spouses thereof;
 - 5. Grandparents and grandchildren and spouses thereof;
 - 6. Any individuals related by blood to the employee and a legal ward of or subject to guardianship by the employee, who resides permanently with the employee.
- C. If the funeral services are outside the State Of New Jersey an additional twenty (20) hours may be granted upon approval of the Director. In no circumstances shall bereavement leave exceed sixty (60) hours.
- D. Bereavement leave must be taken contemporaneous with the death or memorial service of the family immediate member. One (1) day of contractual bereavement leave may be granted within one hundred and twenty (120) days of the date of death of an immediate family member to attend memorial service in lieu of funeral services.

XI. HEALTH INSURANCE AND LIFE INSURANCE

- A. The Township shall provide health insurance coverage to the employees and their families. Employees shall contribute towards the premium costs of their medical, prescription and dental benefits as prescribed by P.L. 2011, Chapter 78. The Township reserves the right to change insurance/benefits providers provided coverage is substantially similar to existing coverage provided to the

firefighter/EMT which is currently provided through the New Jersey State Health Benefits Plan. For employees hired on or after January 1, 2025, Omnia shall be the base plan and if the employee selects any other plan, the employee will be responsible for any additional costs and contributions.

- B. The amount of premium contribution to be paid by employees for cost of benefits coverage, for the employee and any eligible dependent shall be based on the applicable contribution percentage rate outlined in Tier 4 of P.L. 2011, Chapter 78.
- C. Present employees may switch voluntarily to Omnia and so long as the employee continues with Omnia the employee's premium contribution rate will be reduced to Tier III of Chapter 78. Present employees who select High Deductible plans (NJ Direct HD1500 or NJ Direct HD4000), the premium contribution rate will be reduced to Tier II of Chapter 78.
- D. Premium contribution withholdings shall be deducted from gross wages over twenty-four (24) pays.
- E. Full time firefighter/EMTs are entitled to enrollment of medical/prescription benefits sixty (60) days and dental benefits ninety (90) days after hire.
- F. Firefighter/EMTs who select a SHBP health/prescription plan that provides for prescription drug purchase subject to co-insurance as opposed to a per-purchase copay system, the Township shall reimburse all co-insurance costs paid by the employee in excess of \$5 per prescription drug purchase. Such reimbursement shall be made on a quarterly basis upon presentation of proof of purchase. Reimbursement shall end in any year once the employee reaches the applicable individual co-insurance maximum under the employee's chosen plan. In the event the Township receives notice from the SHBP that reimbursement below the copays set by it are not permitted such reimbursement shall end.
- G. The Township shall maintain at no cost to the employee a ten thousand (\$10,000) dollar life insurance policy on each full-time employee to be paid to employee's designated beneficiary.
- H. The employer agrees to reimburse the employee toward the purchase of eyeglasses and an examination by recognized optometrist of the employee's selection. The employer shall reimburse all eligible employees and retirees up to \$150 per year.
- I. Replacement of eyeglasses damaged in the line of duty will be the responsibility of the employer after a written report is reviewed by the Township Business Administrator.
- J. Retiree Eligibility
 - 1. All eligible employees with twenty-five (25) or more years of service credit in

a state or locally administered retirement system and at least fifteen (15) years of pensionable service with the Township at the time of retirement from the Township or an eligible employee awarded an accidental disability pension through a state administered retirement system shall be entitled to the following:

2. Until Medicare eligibility, eligible employees shall continue to receive medical insurance and prescription benefits provided by the Township, such health care will remain substantially similar to the health care provided to the member, spouse and dependents at the time of their retirement. They will also continue to have dental insurance and eyeglass coverage.
3. The Township will not pay for any portion of Medicare, nor will the Township provide any reimbursement for Medicare.
4. **RETIRED EMPLOYEES hired before April 1, 2024**, except those retiring on an accidental disability, shall be required to contribute to the premium or periodic cost of that retiree's medical and prescription coverage at the rates listed below:

Single Coverage	20%
Family Coverage	18%
Member/Spouse/Partner or Parent/Child Coverage	17%

RETIRED EMPLOYEES hired on or after April 1, 2024, except those retiring on an accidental disability, shall be required to contribute to the premium or periodic cost of that retiree's medical and prescription coverage in accordance with the rates established under Tier IV of Chapter 78.

5. Retirees hired before April 1, 2024, may switch voluntarily to Omnia in retirement and so long as the retiree continues with Omnia the retiree's premium contribution rate will be reduced to Tier III of Chapter 78. Retirees hired before January 1, 2025, who select High Deductible plans (NJ Direct HD1500 or NJ Direct HD4000), the premium contribution rate will be reduced to Tier II of Chapter 78.

K. The coverage for orthodontics shall be \$1,500.

XII. LIABILITY PROTECTION

The Township shall maintain in effect public liability insurance, in an amount adequate to protect Firefighter/EMTs against damage awards granted in negligence and maintain in effect liability insurance in an amount adequate to protect the Firefighter/EMT against any claims for compensatory damages for actions performed in the line of duty. Coverage is limited to instances wherein the Firefighter/EMT is a

defendant in a civil action based on events arising out of and directly related to the lawful performance of their official duties. Upon written request from the F.M.B.A., the Township shall furnish written evidence of the liability policies in effect and provide them to the F.M.B.A.

XIII. CLOTHING ALLOWANCE

- A. The Township agrees to provide the following items every four (4) years and immediately on the date of hire, uniform style shall be based on Fire Department standard operating procedures regarding station uniforms:
- 2 NFPA compliant short sleeve button up shirts
 - 2 NFPA compliant long sleeve button up shirts
 - 4 NFPA compliant pants
 - 1 Pair of NFPA compliant boots (see regulation on USAR or Wildland boots)
 - 1 Rain jacket (similar to one EMS gets)
 - 1 Winter beanie with department patch
 - 2 Duty 100% Cotton or NFPA compliant polos (To be worn from Memorial Day to Labor Day)
- B. The Township agrees to provide the following items every two (2) years and immediately on the date of hire, uniform style shall be based on Fire Department standard operating procedures regarding station uniforms:
- 4 NFPA COMPLIANT T-Shirts Short Sleeves
 - 1 NFPA COMPLIANT job shirt
 - 1 leather garrison belt and buckle
 - 1 Baseball Hat with dept patch (Snap Back)
 - 4 NFPA COMPLIANT Long sleeve cotton t-shirts
- C. The Township, in its discretion, can agree to replace items from the above lists it deems to be in need of replacement.
- D. Any changes to uniforms requiring alteration will be done by the employer.
- E. Township will provide at no cost to employee all required Personal Protective Equipment (PPE) as required for the discharge of their official duties.
- F. All Firefighter/EMTs who wish to have dry cleaning provided by the Township, shall take his/her uniform to the dry cleaner selected by the Township, according to the municipal bid procedure.

XIV. EDUCATIONAL/CERTIFICATION INCENTIVE(S)

- A. Effective 1/1/22 Bi-weekly payments in salary, shall be pensionable, and will be calculated into the overtime rate, will be made to all members who have attained and maintain through the New Jersey Division of Fire and Safety (NJDFS). Members will be required to submit proof of active certifications at regular intervals or upon written request of the Township. Payment will be based on the certifications attained as shown below:

FIRE INSTRUCTOR LEVEL 1	\$250
FIRE INSTRUCTOR LEVEL 2	\$500

Township selects the programs and authorizes/approves the individuals to attend. Certification must be issued before stipend commences and remain in place to retain the stipend.

XV. SALARY

- A. Salaries for bargaining unit employees shall be as set forth in Appendix A attached hereto. Bargaining unit employees will also receive a 1% shift differential.
- B. Salary movement shall be horizontal as of January 1st of each year and vertical on the anniversary date of the firefighter/EMT. In other words, a person on Step 2 as of December 1, 2024, with an anniversary date of hire of February 1, 2023, will move to Step 2 on the guide January 1, 2025, and then step 3 on the guide effective February 1, 2025.
- C. **Working Out of Title:** Firefighter/EMTs who are covered by this Agreement who are assigned to higher ranking titles or positions for an entire ten-hour shift shall receive out of title pay of \$5 per hour. Compensation shall be included in the next regular pay period after the performance of such duty, provided that such performance has been duly reported to the Township Finance Office by the Fire Department, unless otherwise warranted by circumstances beyond the control of the Administration. Officers who are working out of title under the provisions of this section, and who are required to work overtime in the capacity of the temporary higher title shall receive time and one half at their regular rate of pay plus the \$5 per hour out of title pay.

XVI. RESIGNATION, RETIREMENT AND PENSION

- A. An employee shall provide no less than thirty (30) calendar days written advance notice of resignation. Otherwise the resignation shall not be in good standing. In the event an employee resigns not in good standing, pending major discipline or is terminated for cause, the employee forfeits any payouts or similar benefits upon termination (i.e., prorated vacation time)
- B. The Township shall continue to make contributions as heretofore to provide pension and retirement benefits for the Fire Department, pursuant to provisions of the Statutes and Laws of the State of New Jersey.
- C. An employee intending to retire will give the Township 90 days written notice of their intended retirement date. Once an employee notifies the Township of their intent to retire the Township is entitled to rely upon it and the employee will be separated from employment as of the date noticed for their retirement.

XVII. MATERNITY/PATERNITY LEAVE

- A. Upon employee's notification to Township of pregnancy, the rights of a female Firefighter/EMT shall include but not be limited to the following provisions:
 - 1. The female firefighter/EMT shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. Upon recommendation of the female firefighter/EMT's personal physician, said firefighter/EMT shall be temporarily transferred to an administrative position for which she can perform, provided there is an administrative position available and such does not displace another employee. The doctor shall be a physician of the female firefighter/EMT's own choosing.
 - 2. A firefighter/EMT who is pregnant shall be entitled to use accumulated sick time, personal leave, and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth until released to return to work by her healthcare provider. Provided the time off is medically necessary.
 - 3. In addition to leave under the FMLA and/or NJFLA, the Township may, in its discretion, approve an additional six (6) months of maternity leave without loss of seniority for a female employee which shall include the use any accrued paid time off and become unpaid time off if all accumulated time off has been used by the employee. The employee's health benefits shall continue provided the employee continues to make the applicable premium contributions.
- B. A firefighter/EMT who becomes a parent or legal guardian of a newborn shall be permitted to use personal leave, accrued time off, or up to two (2) weeks of accrued sick leave during the first thirty (30) days of the birth or placement of the child.

- C. At all times covered by this Article, provided the firefighter/EMT remains in pay status, the employee shall be maintained in the pension system with the employer paying the appropriate employer contributions to said system to the extent permitted by law.
- D. Upon return to active-duty status, the firefighter/EMT shall be placed in the same position which he/she held before departing for maternity/paternity leave.
- E. At all times covered by this Article a female Firefighter/EMT shall be permitted to wear appropriate clothing and equipment which is consistent with her medical condition, if this requires the purchase of station appropriate attire, all costs will be reimbursed to the female employee up to three hundred (\$300) dollars, when such request is submitted in writing to Township provided the clothing meets NFPA recommended standards.
- F. Time off under this Article is subject to the provisions of Article III, ¶ D.

XVIII. F.M.B.A. RIGHTS

- A. GRIEVANCE COMMITTEE: At the discretion of the F.M.B.A. President there shall be up to two (2) members of the F.M.B.A. Grievance Committee granted leave from duty with full pay for all meetings between the Township and the F.M.B.A. for the purpose of processing grievances; when such meetings take place at a time during which such members are scheduled to be on duty, and upon reasonable notice to the Director. Compensation is limited to time spent at the meeting.
- B. F.M.B.A. Officers Granted Leave and Reasons for Leave: The President or State Delegate shall be granted leave from duty for up to nine (9) meetings of this organization scheduled at the beginning of each year; the President or State delegate shall receive full pay for one meeting per quarter. This provision shall be limited to the time of the meeting only.
- C. NOTICE AND REPRESENTATION RIGHTS: Any employee who is requested to speak with a supervisor or Township official on any matter which could adversely affect his/her employment shall be given advance written notice setting forth the purpose of the meeting and advising the employee of his/her right to FMBA representation.
- D. EQUIPMENT: The FMBA shall have use of photocopy equipment, fax equipment, computers, telephones, misc. office supplies, provided same are not in use by the Township at the time of need. Direct costs incurred as a result of such use shall be reimbursed by the FMBA to the Township upon request.
- E. As per statute 40A:14-177, the FMBA and the Township agrees that for the State Union Conventions no more than two (2) delegates or 10% of membership of an organization, per convention, shall be granted paid leave known as "Convention Days" and no more than two conventions per year will be allowed.

- F. A "Convention Day" shall consist of a full tour of duty for every day of duration of convention.

XIX. DISCIPLINE

- A. No employee covered by this agreement shall be disciplined, discharged, or reduced in rank without just cause.
- B. All discipline will bear a direct relationship to the nature and severity of the cited incident, as well as the employee's length of service, frequency of conduct/incidents, prior disciplinary record, and job performance.
- C. If there is any disciplinary action against a Firefighter/EMT of Manchester Township, the decision for action must be satisfied expeditiously, and all action must be based upon applicable State Statutes governing any such disciplinary action.
- D. This Article shall not apply to probationary employees or reductions in force.

XX. NO STRIKE PROVISION

- A. The employees recognize and acknowledge the existing state of the law in the State of New Jersey relating to the rights of public employees to strike or to take any other concerted action designed to illegally obstruct or disable the proper functions of the Township, and employees agree to be bound by all such laws, as they now exist, or as they may be modified or amended, from time to time.
- B. Neither the FMBA nor any person acting in its behalf will cause, authorize or support, or condone any of its members taking part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, speed up, slowdown, walk out or other job action against the Township.
- C. The FMBA agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned, including, but not limited to, disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and return to work, along with such other steps as may be necessary under the circumstances and to bring about compliance with its order.
- D. In the event of a strike, speed up, slowdown, walkout, or job action, it is covenanted and agreed that participation in any such activity by a unit member, shall entitle the

Township to take appropriate action, up to and including discharge in accordance with applicable law.

- E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in the law, in the event of such breach by the FMBA.

XXI. GRIEVANCE PROCEDURES

A. Grievance Committee

At the discretion of the FMBA President there shall be up to two members of the FMBA Grievance Committee granted leave from duty with full pay for all meetings between the Township and the FMBA for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty, and upon reasonable notice to the Director.

- B. In the event that any dispute, difference or grievance shall arise between the Employer and any Employee; or between the Employer and the FMBA, regarding the interpretation and application of this Agreement; or regarding condition of employment, (including, but not limited to the disciplining or discharge of Employees), the parties involved in such dispute, difference or grievance, shall first make a bona fide attempt at a settlement thereof by the following procedure:
 - i. Complaints may be initiated by an individual employee to their supervisor. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association Representative.
 - ii. When the Association wishes to present a grievance for itself or for an employee, or groups of employees for settlement, such grievance shall be presented as follows:

STEP 1: If President of the Association or their duly authorized and designated representative shall present and discuss the grievance or grievances orally, with the Emergency Services Supervisor or their duly designated representative within fifteen (15) days of the complained of act or its considered waived. The Emergency Services Supervisor shall answer the grievance orally within ten (10) days.

STEP 2: If the grievance is not resolved in Step 1, the President of the Association or their duly authorized and designated representative shall present and discuss the grievance or grievances orally, with the Director, or their duly designated representative within ten (10) days of the expiration of Step 1 response or it will be

deemed waived. The Director of Emergency Services shall answer the grievance orally within ten (10) days.

STEP 3: If the grievance is not resolved at Step 2 or if no answer has been received by the Association within the time set forth in Step 2, the Association shall present the grievance within ten (10) days of the expiration of Step 2 in writing to the Director of Public Safety or it will be deemed waived. The Presentation shall set forth the position of the Association and at the request of either party, or the Director, discussions may ensue. Facts, evidence and issues shall be limited to that presented at Step 2 from this point forward. The Director shall answer the grievance in writing within ten (10) days, after receipt of the grievance setting forth the position of the Employer.

STEP 4: If the grievance is not resolved at Step 3, or if no answer has been received by the Association within the time set forth in Step 3, the grievance must be presented in writing to the Business Administrator within 10 days of the expiration of Step 3 or it will be considered waived. The final decision of the Business Administrator shall be given to the Association, in writing, within twenty (20) days after the receipt of the grievance by the Business Administrator. Discussion may ensue in the interim, at the request of either party, or the Business Administrator.

STEP 5: If the grievance has not been settled by the parties at Step 4 of the Grievance Procedure, or if no answer in writing by the Business Administrator has been received by the Association, within the time provided in Step 4 within 15 days of the expiration of Step 4, the Association may demand arbitration of the grievance in accordance with arbitration procedure, as here in after set forth.

C. Processing of Disciplinary Grievances

Provisions specific for processing disciplinary charges: Local disciplinary hearings shall be heard by the Director of Public Safety or his/her designee. All disciplinary matters will be conducted privately. An electronic record of the proceeding subject to subsequent transcription shall constitute the record of the local hearing.

Disciplinary matters subject to review pursuant to Title 40A of the revised New Jersey Statutes shall not be subject to arbitration. Appeals of disciplinary decisions shall be made to the New Jersey Superior Court, Ocean County.

XXII. ARBITRATION

- A. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided,

may be referred to an arbitrator as hereinafter provided.

- B. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted, by written demand upon the other party, specifying the nature of the unsettled grievance, or other matter in dispute provided arbitration is instituted within 15 days of the expiration of Step 4(a). The party demanding arbitration shall request the American Arbitration Association to appoint an arbitrator in accordance with the process set forth in N.J.A.C. § 19:12-5.3.
1. The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.
 2. The decision of the Arbitrator shall be final and binding on the employee, Association and the Employer.
 3. The cost of the services of the Arbitrator shall be borne equally between the FMBA and the Township. Any other expense incurred, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.
 4. The Arbitrator shall be bound by the provisions of this Agreement, restricted to the application of the facts, evidence and issues presented at Step 2 in the grievance. The Arbitrator shall not add anything to, nor subtract anything from the agreement. He/she shall not have the authority to add to, modify, detract from or alter in any way, the provision of the Agreement or any amendment or supplement thereto. No more than one grievance at a time may be considered by the Arbitrator without prior written agreement of the Parties.
 5. All arbitration proceedings shall be closed proceedings and attendance at the proceedings shall be strictly limited to a maximum of three representatives for the Township and three representatives for FMBA, the grievant, and legal counsel for the Township and the Union. All witnesses shall be sequestered during the proceeding at the request of either party.
 6. In the event the Township files a Scope of Negotiations Petition with PERC, the arbitration will be stayed pending a decision of the petition by the Commission. The Scope Petition shall be filed 30 days from filing date for arbitration provided the basis for the petition was ascertainable within that time frame. (Example: during pendency of an arbitration a new decision states the issue is not subject to arbitration but the decision is issued passed the proposed 30 day deadline.)
 7. Nothing herein contained shall subject the negotiation of wages, hours, other fiscal benefits to grievance arbitration.
- C. Only the Local Union's Grievance Committee can authorize a grievance moving to binding arbitration.

XXIII. COLLECTIVE BARGAINING PROCEDURE

- A. The Township and the FMBA hereby agree that the parties shall retain the right to negotiate in the manner provided for in all pertinent areas of this Agreement, as to changes in the terms and conditions of the provisions within this Agreement.
- B. The Township shall deduct from the wages of each designated member of the FMBA the following: Dues in an amount designated by the FMBA from the earned wages of all members of the FMBA. Deductions shall be made equally over 24 pay periods. The Township will deduct the union dues for the recognized exclusive representative of bargaining unit employees, presently the FMBA, from each employee who furnishes the Township a written authorization for such deduction in a form acceptable to the Township.
- C. If during the term of this Agreement there is any change in the rate of membership dues, the Union shall furnish the Township with written notice forty-five (45) days prior to the effective date of such change.
- D. The Union shall indemnify, defend and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. Should Federal or State Law hereinafter provide for a change in the permissible scope of representation/agency fee clauses, the employer and the Union agree to implement a union representation/agency fee clause to the maximum extent allowed by Federal and State Law.

XXIV. MISCELLANEOUS PROVISIONS

A. School / Training

The Director shall, in his sole discretion, determine whether and which training programs to send an firefighter/EMT. A firefighter/EMT detailed to a sanctioned training class shall be considered to be 'on duty' from the time they leave for the training session, whether leaving from their home or from a Fire Department location. Reasonable travel time shall be determined by use of Google Maps based on start and destination points. Whenever possible, a Fire Department vehicle shall be supplied for such training sessions. Whenever a vehicle is not available, mileage will be paid to the member at a rate established by Township Policies. This section does not apply to optional training allowed by the department.

XXV. COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire collective bargaining agreement between the parties and contains all terms and conditions Employees are entitled to notwithstanding the established past practices in the existence prior to this Agreement, and includes and settles for the term of this Agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement. The Township's authority and right to act is only limited by and to the extent of the express language contained within this Agreement.

XXVI. WORKPLACE DEMOCRACY ACT

The Township agrees to provide to the Union, on a quarterly basis, a complete up-to-date electronic listing of all employees covered by this Agreement. Such listing shall be in Excel format and include the employee's department, job classification, work location, home address, employment status, membership status and the amount of the dues deducted as it appears on the records of the Township. The Township will provide the same information to the Union for new hires within ten (10) days of hire.

XXVIII. PERFORMANCE APPRAISAL SYSTEM

- A. The Township of Manchester shall utilize a performance appraisal system for the purposes of improving firefighter/EMT performance, promotions, job placement and lateral changes.
- B. Firefighter/EMTs shall be evaluated by their immediate supervisor once a year, in which each evaluation of performance shall be followed by a written evaluation report and a conference between the supervisor and the employee. The employee shall be advised of the department evaluation schedule and notification of evaluation by his immediate supervisor.

XXX. DRUG TESTING

Firefighter/EMTs hold safety sensitive positions and, as such, shall be subject to pre-employment, reasonable suspicion and random drug/alcohol testing in accordance with the Township's Drug and Alcohol Policy.

XXXI. RENEWAL

In accordance with the procedure established by P.E.R.C. either of the parties to this Agreement desiring to re-negotiate any specific article, Section, or Sub-section of the within Agreement shall give notice in writing to the other party.

IN WITNESS WHEREOF, the Township of Manchester has caused its corporate seal to be affixed hereto, and attested to by its Clerk, and has caused these presents to be signed by the Mayor of the Township of Manchester as an authorized document, and Manchester Township Fire FMBA Local 81 has caused these presents to be signed by the properly elected Officers and Directors of the Association, together with the Negotiating Committee of the Association, on behalf of the membership thereof on the month and year first written here in above.

FOR THE FMBA:

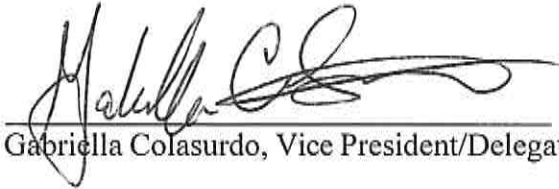


Andrew Christensen, President

FOR THE TOWNSHIP:



Robert Arace, Mayor



Gabriella Colasurdo, Vice President/Delegate



Teri Giercyk, Municipal Clerk

APPENDIX A

ATTACHED FIREFIGHTER/EMT SALARY GUIDE

APPENDIX A CONTINUED

1. All salaries in the salary guide are inclusive of the percentage increases for that year.
2. Effective 1/1/23, firefighter/EMTs shall be inserted into the appropriate Step on the salary guide.
3. Only firefighter/EMTs who remain part of the bargaining unit at the time the Agreement is signed by the Township shall receive retroactive pay to January 1, 2023.

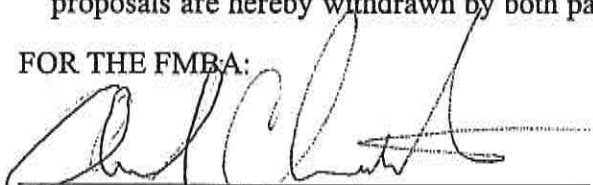
**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWNSHIP OF MANCHESTER
AND**

FIREMANS MUTUAL BENEVOLENT ASSOCIATION, LOCAL 81

The Negotiating Teams for the Township of Manchester ("Township") and the F.M.B.A. Local No. 81 having met and negotiated in good faith, have reached a tentative agreement on the items detailed below:

1. All parties acknowledge these terms and conditions are subject to ratification. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
2. The Union shall present the terms and conditions contained within this Memorandum of Agreement to its membership with the recommendation that the membership vote in favor of adoption.
3. Upon adoption of the foregoing by the Union, the Local Union President shall notify the Township's Business Administrator in writing of same. After notification, the Township's Business Administrator shall present the terms and conditions contained within this Memorandum of Agreement to the governing body at its next regularly scheduled public meeting with their recommendation that the governing body vote in favor of adoption.
4. The terms and conditions of the Agreement are reflected within the collective bargaining agreement attached hereto and incorporated by reference which represents and incorporates the complete and final understanding and settlement by the Parties of all bargainable issues which were or could have been subject to negotiations.
5. All other terms and conditions not contained herein shall remain status quo. All other proposals are hereby withdrawn by both parties.

FOR THE FMBA:

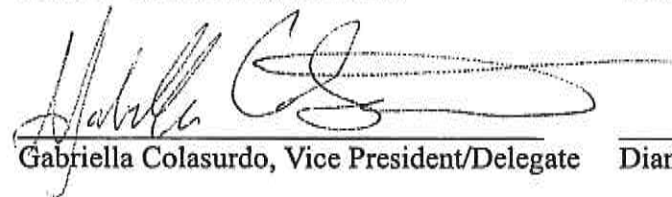


Andrew Christensen, President

FOR THE TOWNSHIP:



Carl Block, Business Administrator



Gabriella Colasurdo, Vice President/Delegate



Diane Lapp, Chief Financial Officer

June 25 Township Proposal

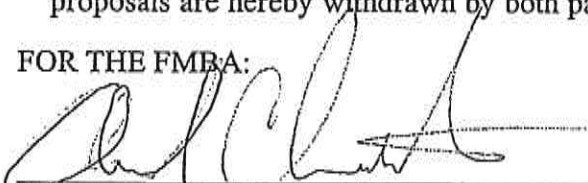
	2023	2024	2025	2026
\$	51,525.00	\$ 54,000.00	\$ 55,620.00	\$ 57,288.60
\$	53,071.56	\$ 56,448.00	\$ 58,141.44	\$ 59,885.68
\$	54,663.70	\$ 58,898.60	\$ 60,665.56	\$ 62,485.52
		\$ 61,347.90	\$ 63,188.34	\$ 65,083.99
		\$ 63,797.20	\$ 65,711.12	\$ 67,682.45
		\$ 66,246.50	\$ 68,233.90	\$ 70,280.91
		\$ 68,695.80	\$ 70,756.67	\$ 72,879.37
		\$ 71,145.10	\$ 73,279.45	\$ 75,477.84
		\$ 73,594.40	\$ 75,802.23	\$ 78,076.30
		\$ 76,043.70	\$ 78,325.01	\$ 80,674.76
		\$ 78,493.00	\$ 80,847.79	\$ 83,273.22

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BETWEEN THE TOWNSHIP OF MANCHESTER
AND
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5. All other terms and conditions not contained herein shall remain status quo. All other proposals are hereby withdrawn by both parties.

FOR THE FMBA:




Andrew Christensen, President



Gabriella Colasurdo, Vice President/Delegate

FOR THE TOWNSHIP:



Carl Block, Business Administrator



Diane Lapp, Chief Financial Officer