

#22-292

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, RESCINDING RESOLUTION #22-261 AND THE CORRESPONDING AGREEMENT AND AUTHORIZING THE EXECUTION OF A NEW EMPLOYMENT AGREEMENT WITH EMERGENCY SERVICES SUPERVISOR'S UNIT

WHEREAS, the Township of Manchester, County of Ocean, State of New Jersey ("the Township") is in need of supervisors for emergency medical services; and,

WHEREAS, the Township Council approves resolution #22-260 recognizing EMS supervisors as a negotiating unit; and,

WHEREAS, the Township Council rescinds the previously employment agreement authorized by Resolution 22-261 and replaces said agreement with this updated employment agreement; and,

WHEREAS, the Township finds it necessary and appropriate to authorize the execution of this new employment agreement which sets forth the terms of employment of the emergency services supervisors; and,

WHEREAS, the Township Council authorizes execution of an employment agreement between the Township and the Emergency Services Supervisor's unit; and,

WHEREAS, a copy of the employment agreement is on file with the Township Clerk and can be viewed during normal business hours; and,

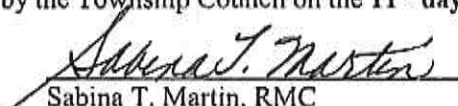
WHEREAS, the term of the employment agreements shall be from January 1, 2022 and expires on December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED on this 11th day of July 2022 by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey as follows:

1. The Township hereby authorizes the execution of an employment agreement between the Township and the Emergency Services Supervisor's Unit pursuant to the terms of the employment agreement, which is on file at the office of the Township Clerk and can be viewed during normal business hours.
2. The Township hereby authorizes the Mayor and Township Clerk to execute any and all documents that implement the intent of this resolution.
3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
 - (a) Mayor Robert Hudak;
 - (b) Brandon Umba, Township Administrator;
 - (c) Joan Brush, Council President;
 - (d) Kelly Rutkowski; and
 - (e) Christopher J. Dasti, Esq., Labor Counsel.

CERTIFICATION

I, Sabina T. Martin, 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 on the 11th day of July 2022.


Sabina T. Martin, RMC
Municipal Clerk

EMPLOYMENT AGREEMENT

Between the Township of Manchester and the Emergency Services Supervisors

I. Agreement

- A. The Township of Manchester does not recognize the EMS Supervisors Committee pursuant to and in accordance with all applicable provisions of Chapter 3030 of the Laws of 1968 (N.J.S.A. 34:13A-5.1 et seq.). The Township does, however, recognize the EMS Supervisors Committee as an informal grouping of employees for the purpose of engaging in collective bargaining negotiations concerning terms and conditions of employment within the Department of Public Safety, Division of Emergency Management. As an informal Committee, the Township recognizes the following permanent, full-time job classifications: EMS Supervisors and Captain of the Paid Fire Department. This agreement does not include the following classifications that are also in the Department of Public Safety, Division of Emergency Management: Director of Emergency Services, Emergency Medical Technician and paid Firefighters.
- B. THIS AGREEMENT is retroactive back to the First day of January, 2022, by and between emergency services supervisors and the Township of Manchester (hereafter "Township") located at 1 Colonial Drive, Manchester, in Ocean County, New Jersey. Subject to the terms and conditions of this agreement as well as the Township's policies, procedures and enactments or declarations of the governing body as may be adopted, changed or eliminated from time to time in the Township's sole discretion, the Township shall employ emergency services supervisors as supervision of the Township's Emergency Services. The supervisors shall oversee administration and operations of the Manchester Township Division of Emergency Services and perform the duties described within their job descriptions and/or applicable law for the position and all other duties as may be assigned by the Township in its sole discretion through or by the Director of Emergency Services, Director of Public Safety, Mayor and/or governing body.
- C. The term of this Agreement shall be from the above date through December 31, 2025. The supervisors shall serve until the occurrence of any one of the following events: I. expiration of this Agreement, unless renewed; ii. The supervisor's termination in accordance with this Agreement or applicable law; iii. termination for cause; iv. non- renewal; v. elimination or consolidation of the position; vi. reasons of economy or efficiency as determined solely by the Township; vii. suspension, loss or limitation placed upon any license, certification or qualification of the individual supervisor by Federal, State or local agency, authority, Court or forum; or, viii. retirement.

- D. Except as otherwise specified within this Agreement or by operation of law, all other rights, entitlements and decisions remain vested in, and subject to the discretion of, the Director of Emergency Services. The Supervisors shall adhere to all policies, procedures and directives of the Township which the Township may revise, amend or change in its discretion.

II. Salary & Schedule

- A. The Supervisor shall receive an annual salary increase per calendar year as follows:

2022 – 6% (\$61,734)
2023 – 4% (\$64,203)
2024 – 4% (\$66,771)
2025 – 4% (\$69,442)

- B. 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). The Supervisor's 2022 salary shall be pro-rated based on the number of hours and pay periods remaining in the year. The supervisor's work week shall consist of forty (40) hours scheduled during a seven (7) day period of time. Days and hours will be flexible as needed, at the discretion of the Director of Emergency Services, to ensure the responsible operation of the Division of Emergency Services. A work day shall be up to ten (10) consecutive hours a day as determined by the Director of Emergency Services. Annual work hours shall be 2080 hours per year. Overtime shall be time worked in excess of forty (40) hours per work week shall be paid at an amount of one & one half rate. All overtime shall be at the discretion of, and must be approved in writing in advance by, the Director of Emergency Services. Overtime can be accepted as financial reimbursement or deferred compensatory time. Deferred compensatory time shall be issued pursuant to this agreement, however, no time beyond 80 hours shall be allowed to accumulate. Deferred Compensatory time shall be allowed to backfill to the maximum of 80 hours and shall be carried over from year to year. There shall be no pyramiding of overtime and other premiums. The annual salary shall be subject to standard deductions and contribution requirements and paid in accordance with standard payroll practices including healthcare or other contributions required by law.
- C. The workweek shall commence at 0001 hours Sunday and end at 2400 hours the following Saturday. A day is a twenty-four-hour period starting at 0001 hours and ending at 2400 hours.
- D. Call-in consists of a situation in which the Supervisor is required to report for duty by the Director of Emergency Services in the case of an emergency. When, in the opinion of the Director of Emergency Services, the situation for which the Supervisor was originally called in is completed, the Supervisor will receive a minimum of three (3) hours pay at the rate of one and one-half (1 & ½) times the

base hourly wage regardless if actual time worked is less than three (3) hours, but may be required to remain on duty for the entire time paid.

III. Sick Leave

- A. The Supervisor shall be credited with ninety-six (96) for the first full year of employment and one hundred and twenty-eight (128) hours of sick leave per calendar year after the first full year of employment in anticipation of continued employment through the end of the calendar year; otherwise, sick leave will be pro-rated based on the number of months served by the Supervisor and the amount of sick leave used by the Supervisor during that calendar year. The benefit year shall be based on a calendar year. Sick leave use is subject to Township policy(icies). Sick leave is also subject to the provisions of N.J.S.A.40A :9-10.4 (P.L. 2010, c.3). The Township may require proof of illness which shall comply with Township policy(icies). The Supervisor shall be subject to examination by a healthcare provider designated by the Township.
- B. Any sick leave used but un-accrued prior to termination of the Agreement shall be deducted from the final pay.
- C. Unused sick leave shall accumulate year after year with no cap. An employee who retires with twenty-five (25) or more years of continuous service credit within the PERS system and twenty (20) consecutive years of service within Manchester Township shall be eligible to receive payment for fifty percent (50%) of the number of accrued but unused sick leave days or hours, as the case may be, for a total maximum payment of up to fifteen thousand dollars (\$15,000).
- D. Time off shall not be granted or paid in connection with an unpaid suspension, absence, sickness or injury due to criminal conduct, moral turpitude, intoxication or impairment (other than job protected leave), use of unlawful narcotics, abuse of prescription or narcotics.

IV. Holidays and Personal Days

- A. The following are recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. The Supervisor shall receive ten (10) hours of deferred comp time for holiday if the Supervisor is not working. In addition, if the holiday falls on a scheduled work day for the Supervisor, the Supervisor will be paid at one and one-half (1 & ½) the hourly rate for each hour worked.
- C. The Supervisor must work the regularly scheduled day before and after a holiday in order to receive holiday pay unless the Supervisor is in-pay status and has received advance written approval for use of paid time off from the Director of Emergency Services.

- D. For the calendar year commencing January 1, 2022, the Supervisor shall receive fifty (50) hours of paid personal time for personal use. Personal days shall not accumulate from year to year. All first year Supervisors shall not be entitled to personal time until after the completion of 12 months of service to the Township.
- E. Personal days are not accrued during the first year of employment. Personal days under this contract shall be pro-rated based on the term of the Agreement and prior use by the Supervisor during the current calendar year.

V. Vacation

- A. The Supervisor shall accrue vacation leave on January 1st of each year in anticipation of employment throughout the year as follows:

<u>YEARS OF SERVICE</u>	<u>NUMBER OF HOURS</u>
Up to one Year	100 hours
One year, but less than four years	120 hours
Four years, but less than seven years	140 hours
Seven years, but less than eleven years	200 hours
Eleven years or more	240 hours

- B. In the event the employment terminates, the Supervisor shall only be entitled to pay for those vacation hours actually earned up to their termination date, on an annual pro-rated basis.
- C. The Supervisor must use their accrued vacation leave by the end of the calendar year. Any request to carry over of accrued, unused vacation leave which remained unused based on business necessity must be submitted in writing to the Business Administrator for approval no later than December 15th of each calendar year or shall be subject to forfeiture. However, vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Township until, pursuant to a plan established by the Township, the leave is used or the Supervisor is compensated for that leave, at the Township's discretion.
- D. The Supervisor shall be entitled to carry over no more than 50 hours into the next calendar year, with approval. Any requests for carryover shall be submitted no later than December 15th of the year of accumulation.
- E. The Supervisor shall not be permitted to take more than three (3) consecutive weeks of vacation unless approved by the Director of Emergency Services.
- F. Any unused but un-accrued paid vacation time shall be deducted from the Supervisor's final pay check.

VI. Health and Life Insurance

- A. The Supervisor may elect Health Insurance and related coverage and be subject to premium contributions towards medical, prescription and dental benefits at the applicable percentage of premium contribution as contained within the contribution schedules listed as Tier IV of P.L. 2011 Chapter 78 ("premium contribution").
- B. The Township shall maintain at no cost to the employee a ten thousand (\$10,000) dollar life insurance policy.
- C. The employer agrees after the first full year of employment to reimburse the employee toward the purchase of eyeglasses or contact lenses and examination by recognized optometrist of the employee's selection. The employer shall reimburse all current eligible employees to \$200.00 per year.
- D. The coverage for orthodontics shall be \$1,500.00
- E. In the event the Supervisor does not return to work upon expiration of an approved leave of absence, the Supervisor shall be responsible for reimbursing the costs of healthcare premiums paid for by the Township for the benefit of the Supervisor during the approved leave of absence. Any amount due may be deducted from any sums due the Supervisor from the Township.

VII. Liability Protection

The Township shall maintain in effect public liability insurance, in an amount adequate to protect the Supervisor against damage awards granted in negligence, malpractice, and maintain in effect liability insurance in the amount to adequately protect the Supervisor against claims for compensatory damage arising out of alleged negligence, medical malpractice and similar torts. Coverage is provided in instances where the Supervisor is a defendant to a civil action based on events arising out of and directly related to the lawful exercise of the assigned official duties. Upon written request from the Supervisor, the Township shall furnish written evidence of the liability policies in effect.

VIII. Clothing Allowance

- A. The Township shall provide the required uniform, clothing, and safety equipment. Worn uniforms shall be replaced upon the approval of the Director of Emergency Services.
- B. The Supervisor may 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.

- C. In the event any or all of the present uniform is changed, such changes shall be done by the Employer.
- D. The Township retains the absolute right to select all uniforms and equipment.

IX. Resignation, Suspension or Removal

- A. In the event of voluntary resignation, the Supervisor shall provide at least thirty (30) days written notice to the Director of Emergency Services and the Business Administrator prior to the effective date of the resignation. If less than thirty (30) days, the supervisor effectively forfeits payout for accrued PTO up until that point.
- B. The Supervisor shall not be disciplined, discharged or reduced in rank without just cause. Discipline will bear a direct relationship to the nature and severity of the offense.
- C. The Director of Emergency Services, after consultation with the Business Administrator may suspend the Supervisor with or without pay depending upon cause. In the event the Supervisor is charged criminally, the suspension shall commence upon service of charges and shall be without pay.
- D. In other instances, at a minimum, the Director of Emergency Services, after consultation with the Business Administrator may suspend the Supervisor with pay or place the Supervisor on a paid administrative leave pending final disciplinary action including but not limited to termination of employment.
- E. The Township and Supervisor's may agree upon other mutually acceptable means to separate the Supervisor from employment.

X. Emergency Services Conferences/Continuing Education/Memberships

- A. The Supervisor shall be permitted to attend and be compensated, at his regular salary, any school, seminar or conference conducted up to five (5) business days on the topics of Emergency Medical Services, Fire Department Operations, or supervisory in nature totaling one (1) per calendar year, expenses such as tuition, mileage, and per diem food and beverage rate connected with the educational program/conferences shall be borne by the Township for classes that are held which are not reimbursable by another employer.

XI. Reappointment

In the event the Township does not notify the Supervisor in writing no less than 20 days prior to the end of the Supervisor's appointment, this Agreement shall terminate without further or additional notice, cause or obligation. In the event the Supervisor is not re-appointed, or is terminated from employment, he/she will be entitled to their current salary during the 20-day notice period.

Manchester Township EMS Supervisors
Negotiating Committee

Nelly Rutkushki

7/12/2022
Date

Manchester Township

[Signature]

Mayor Robert Hudak

[Signature]

Sabina Martin, Municipal Clerk

7/19/2022
Date