

**Township of Montclair and FMBA Locals 20 and 20A**  
**Docket No. AR-2023-520**

This Settlement Agreement confirms the understanding between the Township of Montclair (“Township”) and Montclair FMBA Locals 20 and 20A (“Unions”) (collectively referred to as “the Parties”) regarding compensation for the Juneteenth holiday for 2024 calendar year and thereafter.

WHEREAS, the Township and Unions are parties to collective negotiations agreements covering the period January 1, 2021 through December 31, 2027 (“CNA”);

WHEREAS, the Township and Unions previously entered into a side letter agreement dated June 30, 2021 to provide FMBA members with a compensatory day off of 12 hours in lieu of cash payment for Juneteenth as provided Article 15, Section 2 of the parties’ agreement for the 2021 calendar year only;

WHEREAS, for 2022 calendar year, the Township and the Union also agreed to provide FMBA members with a compensatory day off of 12 hours in lieu of cash payment for Juneteenth as provided Article 15, Section 2 of the parties’ agreement;

WHEREAS, for calendar year 2023, on or about March 17, 2023, the Township paid FMBA members 12 hours in a non-pensionable lump sum payment by separate pay identified as “Fire TO” for Juneteenth;

WHEREAS, on or about April 29, 2023, the Union filed a grievance alleging that the Township violated Article 15 of the CNA in how it compensated FMBA members for the Juneteenth holiday (“Grievance”);

WHEREAS, the Parties were unable to resolve the Grievance and on or about May 18, 2023, the Unions filed for arbitration with the Public Employment Relations Commission under Docket No. AR-2023-520, which is pending before Arbitrator Ira Cure;

WHEREAS, the Parties wish to reach a full and final resolution of the Grievance without further litigation;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, it is hereby agreed as follows:

1. Commencing calendar year 2024 and each calendar year thereafter, the Parties acknowledge and agree that the Juneteenth holiday (12 hours) shall be compensated as follows:
  - a. Six (6) hours shall be designated as “Fire Holiday” pay which is pensionable compensation paid at the daily rate, equally distributed as part of the member’s bi-weekly compensation as provided in Article 15, Section 1 of the Parties’ CNA;
  - b. Six (6) hours shall be credited as TO (time off) hours as provided in Article 15, Sections

- 1 and 3 of the Parties' CNA; and
- c. The six (6) hours credited as TO time shall be added to the number of hours of TO time for holidays as provided in Article 15, Section 4 of the Parties' CNA.
2. The Unions shall dismiss the Grievance and demand for arbitration upon full execution of this Agreement.
  3. The Parties acknowledge that the provisions of this Agreement include valuable consideration for the obligations undertaken herein.
  4. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New Jersey and enforceable in accordance with the Parties' collective negotiations agreements.
  5. This Agreement contains the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings pertaining to the subject matter addressed in this Agreement. The Parties represent and acknowledge that in executing this Agreement, neither the Unions nor the Township have relied on any representation or statement not set forth herein as to the subject matter of this Agreement.
  6. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatory hereto may indicate acceptance of this Agreement with an electronic, scanned or facsimile signature, provided that an original signature is delivered to all other parties thereafter, upon request.
  7. This Agreement may be modified or amended only by a written instrument duly signed by each of the Parties or their respective successors or assigns.
  8. This Agreement is neither an admission of liability, nor a concession by either party of any wrongdoing and it may not be used as evidence, except to the extent necessary to enforce the terms of this Agreement or as required by law, nor referred to in any proceeding in any attempt to establish precedent or past practice, or an admission of liability.

For the Unions

  
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JOHN FIERRO, PRESIDENT

Dated: 8/9/2023

For the Township

  
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MICHAEL LAPOLLA, INTERIM MANAGER

Dated: 8/24/2023