RESOLUTION 2021 - 23

A RESOLUTION OF THE TOWN COUNCIL OF THE MUNICIPALITY OF KINGSTON, LUZERNE COUNTY, PENNSYLVANIA A HOME RULE MUNICIPALITY, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MUNICIPALITY OF KINGSTON AND KINGSTON FIRE FIGHTERS LOCAL 840 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

WHEREAS, the Charter of the Municipality of Kingston grants to the Municipal Council certain powers and duties as enumerated in Section 205 of said Charter, and;

WHEREAS, the Town Council of the Municipality of Kingston has the power to make appropriations, incur indebtedness, approve contracts and adopt the budget, and;

WHEREAS, the Municipality of Kingston wishes to enter into a Memorandum of Understanding amending the Collective Bargaining Agreement between the Municipality of Kingston and Kingston Fire Fighters Local 840 dated January 1, 2019 to December 31, 2022 as set forth in the attached writing.

NOW THEREFORE, the Town Council of the Municipality of Kingston approves the execution of the attached Agreement with the Kingston Fire Fighters Local 840 and, furthermore, authorizes the appropriate public officials to execute said agreement on behalf of the Municipality of Kingston.

ENACTED AS A RESOLUTION at a regular meeting of the Town Council of the Municipality of Kingston, Luzerne County, Pennsylvania held on the 7th day of June, 2021. This Resolution shall take effect immediately

FOR THE TOWN COUNCIL

BY: _____
Robert Thompson, President

ATTEST: _____
Julie Norton, Secretary

APPROVED: _____
Paul J. Roberts, Jr., Mayor

Memorandum of Understanding between
The Municipality of Kingston and
Kingston Fire Fighters Local 840 of the
International Association of Fire Fighters AFL-CO-CLC

NOW this 7th day of April 2021, the Municipality of Kingston (hereinafter referred to as "Employer") and Local Union No. 840 (Kingston Fire Fighters) International Association of Fire Fighters (hereinafter referred to as "Union") acting through their ordained representatives, hereby agree to amend the Collective Bargaining Agreement between the referred to parties dated January 1, 2019 to December 31, 2022, as set forth below:

WHEREAS, The Employer and the Union are parties to a Collective Bargaining Agreement, effective January 1, 2019 through December 31, 2022. (Hereinafter "CBA")

And:

WHEREAS, The Employer and Union wish to set forth below the terms and conditions of their agreement to amend the current CBA and change the below provisions only;

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. The parties to this Agreement agree to amend **Article 17, WORK SCHEDULE** with the addition of a 7:00 A.M. to 5:00 P.M. shift running Monday to Friday and is to be filled on a rotating basis by the Relief Firefighters. This shift shall be staffed 5 days a week, including holidays, and be backfilled should a Firefighter report off under the current call off system.
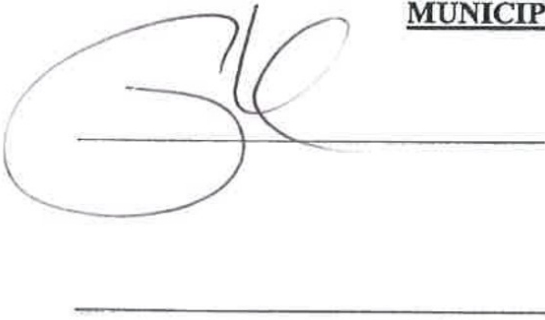
2. The Municipality and Union understand that this shift/position is fully funded by the Kingston Firemen's Community Ambulance Association. In the event that the Kingston Firemen's Community Ambulance Association is no longer able to fund this shift/position, the Municipality shall not be obligated to continue funding the shift/position.

The parties to this Agreement further agree that this is the full extent of this addendum and no other agreements of modifications are intended by this addendum, unless specifically agreed to by and between the parties to this Agreement and set forth in writing.

All other term and conditions of the CBA, unless otherwise modified herein, shall remain in full force and effect.
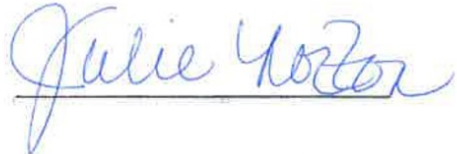
IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have set and affixed their hands and seals the day and year written above.

MUNICIPALITY OF KINGSTON

Attest: _Julie Norton_
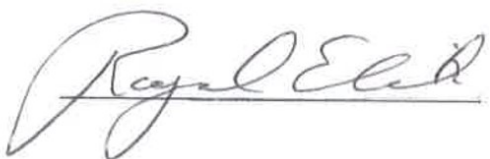
Luzerne County Professional Fire Fighters
IAFF LOCAL 840
Kingston Fire Fighters
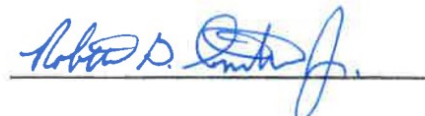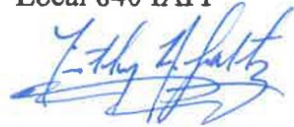
Scott Martin

Scott Martin, President
Local 840 IAFF

2