

MEMORANDUM OF AGREEMENT

Robbinsville Township (“Township”) and Robbinsville Township Professional Firefighters Association, IAFF Local 3786 (“Union”) hereby agree to this Memorandum of Agreement, dated _____, with respect to a successor collective negotiations agreement between the parties. This agreement is subject to ratification of the parties. The parties agree to recommend ratification of this agreement to their respective membership (the Township Council and Union members, respectively).

The terms of the Memorandum are as follows:

1. The term of the successor agreement shall be from January 1, 2019 to December 31, 2021 and amend **Article 11 (Duration)** to reflect these dates.
2. All terms of the existing contract shall remain in full force and effect, except as modified by this Memorandum.
3. The parties shall mutually create and agree upon a successor collective bargaining agreement from the terms of this Memorandum.
4. **Article 7**
 - a. *Revise Section 7.3 as follows: “Any new permanent employee who does not join the Union within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit may pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fees at any time to reflect changes in the regular Union membership dues, fees and assessments provided, however, that in no event shall any such change exceed eighty-five (85%) percent of the regular Union membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee*

shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in the provision by the successor agreement between the Union and the employer. The Township's obligation to deduct this representation fee and to comply with the procedures set forth in this Article is contingent upon the submission of written consent by the Fire Fighter to do so on a form to be provided by the Union.

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.”

5. **Article 14**

a. Change the word “longevity” to “seniority” in second paragraph of 14.1.

6. **Article 15**

a. Remove Section 15.9.

7. **Article 17**

a. Eliminate current section 17.10.

b. Add as new 17.10 “Notwithstanding any other provision above to the contrary, any FF held over after his/her 24-hour tour shall receive time and one-half for all hours worked during the hold over tour.”

8. **Article 18**

a. Eliminate 18.3.

b. For firefighters hired prior to 1/1/16, wages shall be increased as follows:

i. The salary at top step and all steps of the Captain’s Guide shall be increased by 2% on 1/1/19, 2% on 1/1/20, and 2% on 1/1/21.

ii. Firefighters in guide shall move to the next step of the guide on their anniversary date in years 2019, 2020 and 2021. Except as stated in

paragraph i., salaries in the guide shall not be adjusted by the wage increase. See attached Exhibit A.

c. *Revise* 18.8 as follows: The salary guide shall be eliminated for firefighters hired on or after 1/1/16. Effective January 1, 2019, the starting salary shall be increased 2% to \$66,300. Thereafter, firefighters will receive only the negotiated wage increase, for the top step of the Firefighter Guide set forth in Section 18.6, for every future year, effective on their anniversary date. For example, a firefighter hired on 7/1/19 would start at \$66,300 and receive a 2% increase to \$67,626 on 7/1/20.

9. **Article 19**

Eliminate Article and renumber remaining Articles.

10. **Article 20**

a. Amended 20.2 that requests for vacation for 4 or more consecutive shifts must be approved by the Township Administrator.

b. Amended 20.5 to read as follows: Vacation time will not accrue if an employee is out on sick, injury or other leave for longer than 30 calendar days, excepting the employee who is out on worker's compensation.

11. **Article 22**

a. Add that an employee on sick leave longer than 30 calendar days will not accrue sick time until they return to work, and their yearly bank will be adjusted accordingly.

b. Modify 22.2 as follows: An Employee may take sick time for any of the following reasons: Personal illness or physical incapacity. Attendance to members of the immediate family defined as parents, spouse or child whose illness requires the care of such Employee. Employees may also use up to 40 hours of sick leave per year for any of the purposes set forth in the Earned Sick Leave Act, N.J.S.A. § 34:11D-3.


12. **Article 23**

a. Clarify section 23.2 to state that any employee on special leave pursuant to this section will not accrue any time related benefits during the leave or seniority.

13. **Article 29**


Add to Article that written notification shall be submitted to the Township Administrator prior to the Township's budget adoption and at least 6 months prior to retirement, otherwise the employee will have to wait until the next budget year for payment of accumulated unused sick time.

TOWNSHIP OF ROBBINSVILLE:



David Fried, Mayor

7/18/19
Date



Joy Tozzi, Business Administrator

Date

IAFF LOCAL 3786:



Brendan O'Donnell, President IAFF Local 3786

8-1-19
Date

EXHIBIT A

FOR FIREFIGHTERS HIRED BEFORE JANUARY 1, 2016

Firefighter Pay Schedule

	2019	2020	2021	
P	\$45,043	\$45,043	\$45,043	
1	\$52,704	\$52,704	\$52,704	
2	\$56,283	\$56,283	\$56,283	
3	\$59,832	\$59,832	\$59,832	
4	\$69,571	\$69,571	\$69,571	
5	\$82,130	\$83,773	\$85,448	

Captain Pay Schedule

	2019	2020	2021	
1	\$91,140	\$92,963	\$94,822	
2	\$93,665	\$95,538	\$97,449	
3	\$104,377	\$106,465	\$108,594	