

**THE TOWNSHIP OF WESTAMPTON AND
IAFF LOCAL 3091
MEMORANDUM OF AGREEMENT**

The Township of Westampton and the IAFF Local 3091 (“IAFF”) agree that this Memorandum of Agreement contains the material terms to be recommended by the negotiating teams for ratification by the Township Committee and for ratification by the membership of the IAFF:

1. **Term of Contract:** 5 years; January 1, 2024 through December 31, 2028
2. **Salary Increases to Step Guide and Lieutenants:** IAFF members shall receive the following salary increases, effective January 1, 2024:
 - **2024:** 3.0%
 - **2025:** 3.0%
 - **2026:** 2.75%
 - **2027:** 2.5%
 - **2028:** 2.0%

*A Step Guide reflecting the above increases in 2024 – 2028 is attached to this Memorandum of Agreement as “Attachment A.”

Starting Salary and Salary Increases for Captains, effective January 1, 2024:

- **2024:** \$102,000
- **2025:** 3.0%
- **2026:** 2.75%
- **2027:** 2.50%
- **2028:** 2.00%

*The Captains starting salary in 2024 and increases in 2025 – 2028 is attached to this Memorandum of Agreement as “Attachment A.”

3. **Inclusion of Captain Title:**

- The parties acknowledge that the IAFF bargaining unit has, at all relevant times, included the title of “Captain.” The parties further acknowledge that, during the term

of the expiring Collective Bargaining Agreement (2019 – 2023), no IAFF members served in the title of “Captain.”

- Where applicable, amend the Collective Bargaining Agreement to include references to the title of “Captain.”
 - Effective January 1, 2024, the employment titles of the four (4) IAFF members currently serving as a “Lieutenant” shall be converted to the title of “Captain.” Effective January 1, 2024, the salary for the four (4) new Captains shall be in accordance with the Step Guide attached hereto as “Attachment A.”
 - The parties recognize and agree that, upon the above-referenced conversion of the four (4) IAFF members to the title of Captain, there will be no members serving in the title of Lieutenant. However, the Township shall still have the right to promote members to the title of Lieutenant in accordance with Article 30 (“Promotions”) and New Jersey law.
4. Article 5; Grievance Procedure: The Township agrees to correct the typographical error, as noted in the Union’s proposal.
5. Article 7; Dues, Deductions, and Agency Shop Clause
- Section (A) of Article 7 will be deleted and replaced with the language below. There are no amendments to Sections (B) – (E) of Article 7.
 - New Section (A). The Township agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deduction be made. The Township agrees to deduct Union membership dues in accordance with Janus v. AFSCME, 138 S. Ct. 2448 (2018) and the New Jersey Workplace Democracy Enhancement Act. As such, an employee’s authorization for dues deduction shall remain in full force and effect during the full term of the employee’s employment, unless properly withdrawn. To withdraw from a membership dues deduction authorization, an employee must submit a written request to withdraw from the Union to the Township Administrator within ten (10) days following each anniversary date of the employee’s employment. The Township Administrator will notify the Union within five (5) business days of receiving a request to withdraw from the Union. A properly filed withdraw request will become effective on the thirtieth (30th) after the employee’s anniversary date of employment.

6. Article 9; Hours and Overtime:

- Delete Section (L) as it is obsolete.
- Section (G) shall be amended to include an additional sub-section (G)(4) as follows:
During Weather Emergencies, Emergency Call Backs, and instances where a specific level of experience or qualification is required, the Township may deviate from the overtime list to ensure the required level of coverage is provided as efficiently and effectively as possible.
- In cases of mandatory overtime, the Township may shall not deviate from the overtime list.

7. Article 10; Exchange of Hours of Duty:

- Replace “Emergency Services Director” with “Fire and EMS Chief”

8. Article 11, Salaries:

- The stipends in Sections 11(A) and 11(B) shall be increased from \$2,500 to \$3,500

9. Article 12, Acting Out-of-Title:

- The per hour differential pay under Section 12(A) shall be increased from \$2.50 to \$3.50.
- Delete and replace Section 12(B) with the following:
Acting officer duty will be completed by employees who have previously participated in a Township promotional process for the respective Title. The top candidates from the most recent promotional process for the respective Title will be given the first right of refusal to act on an assigned shift, which shall be assigned based on the order of candidates, beginning with the highest scoring candidate. The Township will make reasonable efforts to place the top three (3) candidates on three (3) different shifts, in order to allow each candidate an opportunity to act out-of-title in a Lieutenant and/or Captain position. In the absence of a shift’s assigned Acting Officer, the position will be filled by seniority.

10. Article 15, Holiday Pay: With the addition of Juneteenth as a Township-recognized holiday, Holiday Leave shall be increased from 120 hours to 132 hours.

11. Article 20, Bereavement:

- Delete language referencing additional leave for “travel outside of a 150 mile radius”

- Include the following amounts of leave for each respective individual:
 - Spouse, Domestic and Civil Union Partner, Child, Mother, Father, Sibling (7 Days)
 - Grandchild, Grandparent, Stepparent, Stepchild, Mother/Father-in-Law, Stepsibling (5 Days)
 - Aunt, Uncle, Daughter-in-Law, Son-in-Law (3 Days)
- Delete references to “work days” and add language where necessary to clarify that leave “days” under this Article are to be interpreted as “calendar days”

12. Article 26, Travel Expenses:

- Delete and replace Section 26(A) with the following:
Employees who are required to use their personal vehicles for approved, work-related reasons will receive a travel reimbursement based on the IRS standard mileage rate. Other employment related expenses will be reimbursed if the expenses are necessary to satisfy a job related requirement, such as mandatory training.
- The meal reimbursement amounts set forth under Section 26(B) for Breakfast, Lunch, and Dinner shall be increased by \$5.00 per day.

13. Article 32, Service Records:

- Correct grammatical and typographical errors under Section (E). The corrected Section (E) shall state:
All personnel files will be carefully maintained and safeguarded permanently. No item placed in any files shall be removed therefrom except as provided in Section (D) above or by mutual agreement.
- Correct reference under Section (H) to reflect “Americans with Disabilities Act”

14. Article 41; Maternity Leave:

- Where applicable throughout the Article, add reference(s) to “paternity” so that all existing references to “maternity leave” will state “maternity/paternity leave.”
- Correct grammatical error under Section (A) to read: “...for maternity/paternity leave must be accompanied by a written....”

15. Appendix A; Clothing List: Correct numerical error under Section (A) to reflect a \$200.00 annual Clothing Allowance for Station Footwear.

16. Grammatical and Typographical Errors: Upon mutual agreement, the parties will correct any non-material, typographical and/or grammatical errors when drafting the new Collective Bargaining Agreement.

17. Revisions to Article 18, Sick Leave:

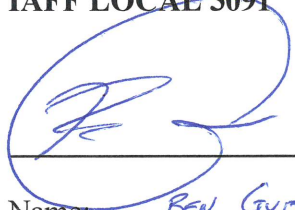
- The revisions below are based on the parties' negotiated agreement to modify the 720-hour Sick Leave cap for the purpose of addressing "the increased frequency of cancer in our profession and now its impact on our membership," as stated in the IAFF's proposals. The revisions made also require to bring Article 18 into compliance with the New Jersey Sick Leave Reform Laws, N.J.S.A. 40A:9-10.2 thru N.J.S.A. 40A:9-10.5.
- Section (K) shall be amended as follows:
 1. Of the 156 hours of ~~sick time~~ Sick Leave hours for each year, ~~the employee~~ employees who were hired prior to May 21, 2010 shall have the option on December 31st of that year to be compensated for the unused hours for that year at half the employee's rate of pay or to accumulate the unused hours for a maximum of 720 hours. Long-Term Illness Hours, as defined in sub- section (3) below, shall not be eligible for any compensation under this sub- section.
 2. Employees hired on or after May 21, 2010 shall not be eligible to sell back any accumulated Sick Leave, and shall only be entitled to payment for accumulated Sick Leave upon retirement from the State Pension System. All employees shall have the option of carrying over their accumulated, unused Sick Leave hours into the next calendar year. Long-Term Illness Hours, as defined in sub- section (3) below, shall not be eligible for any compensation under this sub- section.
 3. When an employee has accumulated over 720 Sick Leave hours, any additional Sick Leave hours will be recorded separately as "Long-Term Illness Hours." The Township Administrator will approve the use of Long-Term Illness Hours upon the receipt of written confirmation from a healthcare provider for a qualifying event.
 4. Any Sick Leave hours used by the employee that do not qualify as Long- Term Illness Hours will be deducted from the employee's regular Sick Leave hours, which may be accumulated up to 720 hours.

- Section (L) shall be amended as follows:

- (L)(1): Employees hired after ~~the signing of this contract~~ May 21, 2010 ~~may~~ shall not be reimbursed in excess of \$15,000 for accrued but unused sick time at the time of retirement and shall only be eligible for such reimbursement upon their retirement through a State of New Jersey pension.
- (L)(4): Employees hired after ~~the signing of this contract~~ May 21, 2010 ~~may~~ shall not be reimbursed in excess of \$15,000 for accrued but unused sick time at the time of retirement and shall only be eligible for such reimbursement upon their retirement through a State of New Jersey pension.

Upon ratification of this Memorandum of Agreement by the Township Committee and the IAFF membership, the Successor Collective Bargaining Agreement will be revised to reflect the above terms and Attachment A.

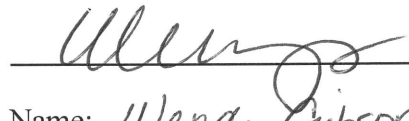
IAFF LOCAL 3091

A large, stylized handwritten signature in blue ink, appearing to be "B. Guerriani", written over a horizontal line.

Name: BEN GUERRIANI

Date: 4-17-2024

Township of Westampton, New Jersey

A handwritten signature in blue ink, appearing to be "Wendy Gibson", written over a horizontal line.

Name: Wendy Gibson

Date: 5/8/2024

ATTACHMENT A

		REVISED STEP GUIDE					
			3.00%	3.00%	2.75%	2.50%	2.00%
		2023	2024	2025	2026	2027	2028
Prob		\$42,448	\$43,721.44	\$45,033.08	\$46,271.49	\$47,428.28	\$48,376.85
	1	\$46,216	\$47,602.48	\$49,030.55	\$50,378.89	\$51,638.37	\$52,671.13
	2	\$49,983	\$51,482.49	\$53,026.96	\$54,485.21	\$55,847.34	\$56,964.28
	3	\$53,750	\$55,362.50	\$57,023.38	\$58,591.52	\$60,056.31	\$61,257.43
	4	\$57,517	\$59,242.51	\$61,019.79	\$62,697.83	\$64,265.28	\$65,550.58
	5	\$61,285	\$63,123.55	\$65,017.26	\$66,805.23	\$68,475.36	\$69,844.87
	6	\$65,052	\$67,003.56	\$69,013.67	\$70,911.54	\$72,684.33	\$74,138.02
	7	\$68,819	\$70,883.57	\$73,010.08	\$75,017.85	\$76,893.30	\$78,431.17
	8	\$72,587	\$74,764.61	\$77,007.55	\$79,125.26	\$81,103.39	\$82,725.46
	9	\$76,354	\$78,644.62	\$81,003.96	\$83,231.57	\$85,312.36	\$87,018.60
	10	\$80,121	\$82,524.63	\$85,000.37	\$87,337.88	\$89,521.33	\$91,311.75
	11	\$84,500	\$87,035.00	\$89,646.05	\$92,111.32	\$94,414.10	\$96,302.38
	12	\$86,500	\$89,095.00	\$91,767.85	\$94,291.47	\$96,648.75	\$98,581.73
Lieutenant Captain							
		\$94,000	94,440.70	97,273.92	99,948.95	102,447.68	104,496.63
			102,000.00	105,060.00	107,949.15	110,647.88	112,860.84