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TOWNSHIP OF MORRIS

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RESOLUTION NO. 164-23

AUTHORIZING AGREEMENT BETWEEN TOWNSHIP OF MORRIS AND FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL 70

BE IT RESOLVED, by the Township Committee of the Township of Morris, State of New Jersey, that the Township Committee does hereby approve the collective negotiated agreement between the Township of Morris and Firemen's Mutual Benevolent Association Local 70 for the period January 1, 2022 to December 31, 2025 based on the Memorandum of Agreement between the Township of Morris and FMBA Local 70 dated June 19, 2023 and scheduled for ratification by the membership of FMBA Local 70 on June 22, 2022, and authorizes the Deputy Mayor / Fire Standing Committee Chair and Township Clerk to execute the collective negotiated agreement.

I, Suzanne V. Walsh, Township Clerk of the Township of Morris, Morris County, New Jersey do hereby certify that the forgoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on June 21, 2023.

Suzanne V. Walsh, RMC
Township Clerk
Township of Morris, Morris County
State of New Jersey

MEMORANDUM OF AGREEMENT

Between

THE TOWNSHIP OF MORRIS

And

FMBA LOCAL NO. 70

Below are the provisions that the parties have tentatively agreed to during the course of the collective negotiations. These agreements are contingent upon a full and final agreement being consummated between the parties. The negotiating committee for each party agrees to recommend ratification of this Agreement. No other modifications to the collective negotiations agreement will be made.

Items which are underlined are proposed to be added to the Agreement, and items ~~struck-out~~ shall be deleted.

Update all references of "~~Fire Chief~~" to "Office of the Chief" throughout the Contract as follows:

- Article V, *Association Business Leave*
- Article VII, *Vacations*, Paras. F and G.
- Article XI, *Training Time*, C, Para. C.
- Article XIV, *Bereavement Leave*
- Article XXIV, *Safety*, Para. C
- Article XXVI, *Uniforms*
- Article XXXI, *Mutual Swap*
- Schedule C
- Article VIII, Health, Dental and Prescription Insurance, Paragraph E. Change the reference in the second and third to last line of the paragraph from Fire Chief to Office of the Fire Chief.
- Article XII, Personal Days, Paragraph B.
- Article XIII, Sick Leave, Paragraph C. change "Each department head" to "The Office of the Chief".

Remove all references to "~~Fire Chief~~" throughout the contract as follows:

- Article VI, *Overtime*, A. Any compensation time accumulated... for the approval of the ~~Fire Chief~~.
- Article X, *Salaries*, A. Any Class 2 firefighter required by ~~the Chief~~ . . .
- Article X, *Salaries*, B. Any firefighter required by ~~the Chief~~ . . .
- Article X, *Salaries*, C. Any firefighter required by ~~the Chief~~ . . .
- Article X, *Salaries*, D. When ~~the Fire Chief~~ temporarily assigns . . .
- Article X, *Salaries*, H. any firefighter ~~requested by the Fire Chief~~ . . .
- Article XI, *Training Time*, A. All employees are required to take training as determined by the Office of the Fire Chief. The needs for the required training shall be determined

solely by the Fire Chief. . . . The number of employees scheduled for required training and the course taken by them shall be as determined solely by the Office of the Fire Chief

PREAMBLE

The Preamble to the Agreement shall be modified to reflect the date of signing the Agreement by all parties.

ARTICLE I, RECOGNITION & AREA OF NEGOTIATION

~~In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated July 30, 1980, Docket No. RO-80-204, (The Township recognizes the Association as the exclusive bargaining representative for all career full-time firefighter employees covered in the aforementioned Certification, except the fire-subcode official, and excluding all other employees and volunteers of the Township.... ."~~

ARTICLE III, EMPLOYEE RIGHTS

Delete Section 2 and 3 and replace as noted below:

~~Section 2: An Employee shall have the right to obtain specific information from his/her personnel file on reasonable notice and at reasonable times.~~

Section 2: An employee shall have the right to review his/her personnel file, with reasonable advance notice, at reasonable times. A request for a copy of a document contained in the personnel file shall not be unreasonably denied.

~~Section 3: When derogatory material is placed in an employee's personnel file, the Township agrees to notify the employee in writing, and the employee shall have the right to respond to such material, in writing, and that writing shall be placed in his/her personnel file. Specifically excluded herefrom are references for employment submitted to the Township.~~

Section 3: Should a document be placed in an employee's personnel file and the content of that document could be considered negative in nature and could therefore negatively impact the employee in terms of future discipline or promotion, the Township agrees to notify the employee in writing. If the employee has not already independently viewed the document, the employee will be given the opportunity to review it and respond in writing, which shall be placed in the employee's personnel's file. Specifically excluded from this are references for employment submitted to the Township.

ARTICLE IV, ASSOCIATION SECURITY/DUES CHECK-OFF/CREDIT UNION

~~Section 1: All employees covered by this Agreement who are members of the Asssocation at the time of this Agreement is ratified, or who hereafter become members during term of this Agreement must retain their membership in the Association for the duration of this Agreement, in accordance with the terms noted in this Paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the Association.~~

Section ~~12~~: The Township agrees to deduct from the salaries of ~~its employees who are Association members of the Association pursuant to Setion 1~~, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended, and N.J.S.A. 34:13A-5.6. Said monies, together with records of any corrections, shall be transmitted to the Association Treasurer or his/her designee by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

Section ~~23~~: If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice prior to the effective date of such change.

Section ~~34~~: In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Township pursuant to law. Upon receipt of such notice, the Township will forward a copy to the FMBA within five (5) days. Deductions shall be terminated as of July 1 of the year following the date on which the notice of withdrawal was submitted. Dues deduction shall be terminated only pursuant to law or upon the employee's departure from the represented unit.

Section ~~6~~: ~~The Township shall effect each employee's request for Credit Union Check-off to the Union's Credit Union Plan upon authorization of the individual employee to do so.~~

Section ~~47~~: The Association will provide the necessary "check-off authorization" forms and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association signed by the president of the Association advising of such changed deduction.

Section ~~58~~: ~~The approved "Reprensation Fee: Demand and Return System" is attached as Schedule B.~~

ARTICLE V, ASSOCIATION BUSINESS LEAVE

Section A. If the Executive Delegate cannot attend said monthly meeting, the Alternate Executive shall be permitted ~~allowed~~ to attend the meeting in his/her place. The Association President may attend no more than six (6) monthly meetings of the State Association per year ~~annum~~, but may only attend said meetings in the event that the Executive Delegate...

ARTICLE VI

Overtime

Section A. It is understood that the use of request for compensatory time off will not create a need for overtime. payment. Compensatory Time Off shall be approved prior to the issuance of the monthly schedule and granted nine (9) days prior to the issuance of the monthly schedule providing provided that at the time of the approval there are not three (3) firefighters scheduled off, and the leave does not create the need for overtime. Compensatory Time Off (day or days) shall be granted after the issuance of the monthly schedule provid ing, there are not three (3) firefighters off, and it does not create the need for overtime. If a firefighter requests a single vacation day off after the issuance of the monthly schedule, the vacation day shall be granted providing there are not 3 firefighters off (either on vacation or on compensatory time or both). A firefighter who is appointed to serve as a fire inspector on a full-time basis shall be excluded from the number of firefighters approved to be off. A firefighter who is appointed to serve as a fire inspector on a full-time basis is not subject to this provision.

ARTICLE VII, VACATIONS

Combine Sections B and C in the following manner and renumber remaining sections:

B. Where in any calendar year, vacation or any part thereof is not taken or granted by reason of either voluntary deferral by an employee, or the pressure of business, such vacation periods or parts thereof not taken, or in the latter, not granted, shall accumulate and shall be used prior to September 30th of the next succeeding year only.

No annual vacation leave shall be taken without permission of the Department Head or the Township Administrator.

ARTICLE X, SALARIES

	2022	2023	2024	2025
Months of Service	Class 1	Class 1	Class 1	Class 1
	2%	2%	2%	2%
1-18 (18)	\$ 46,019	\$ 46,019	\$ 46,019	\$ 46,019
19-30 (12)	\$ 54,086	\$ 54,086	\$ 54,086	\$ 54,086
31-42 (12)	\$ 62,153	\$ 62,153	\$ 62,153	\$ 62,153
43-54 (12)	\$ 70,224	\$ 70,224	\$ 70,224	\$ 70,224
55-66 (12)	\$ 78,291	\$ 78,291	\$ 78,291	\$ 78,291
67-78 (12)	\$ 86,358	\$ 86,358	\$ 86,358	\$ 86,358
79-84 (6)	\$ 94,584	\$ 94,584	\$ 94,584	\$ 94,584
85-up	\$ 109,750	\$ 111,945	\$ 114,184	\$ 116,468
Firefighter/Inspector				
(1 Lic. 3%xbase)	\$ 113,042	\$ 115,303	\$ 117,609	\$ 119,962
Firefighter/Inspector	\$ 116,335	\$ 118,662	\$ 121,035	\$ 123,456
Firefighter/Mechanic	\$ 116,335	\$ 118,662	\$ 121,035	\$ 123,456

Employees hired after December 31, 2014:

	2022	2023	2024	2025
Months of Service	Class 1	Class 1	Class 1	Class 1
	2%	2%	2%	2%
1-18 (18)	\$ 46,019	\$ 46,019	\$ 46,019	\$ 46,019
19-30 (12)	\$ 52,090	\$ 52,090	\$ 52,090	\$ 52,090
31-42 (12)	\$ 58,161	\$ 58,161	\$ 58,161	\$ 58,161
43-54 (12)	\$ 64,232	\$ 64,232	\$ 64,232	\$ 64,232
55-66 (12)	\$ 70,303	\$ 70,303	\$ 70,303	\$ 70,303
67-78 (12)	\$ 76,374	\$ 76,374	\$ 76,374	\$ 76,374
79-84 (6)	\$ 82,445	\$ 82,445	\$ 82,445	\$ 82,445
85-96 (12)	\$ 88,516	\$ 88,516	\$ 88,516	\$ 88,516
97-108 (12)	\$ 94,584	\$ 94,584	\$ 94,584	\$ 94,584
109-120 (12)	\$ 102,167	\$ 103,264	\$ 104,384	\$ 105,526
121-up	\$ 109,750	\$ 111,945	\$ 114,184	\$ 116,468
Firefighter/Inspector (1 Lic. 3% base)	\$ 113,042	\$ 115,303	\$ 117,609	\$ 119,962
Firefighter/Inspector	\$ 116,335	\$ 118,662	\$ 121,035	\$ 123,456
Firefighter/Mechanic	\$ 116,335	\$ 118,662	\$ 121,035	\$ 123,456

	2022	2023	2024	2025
Months of Service	Class 2	Class 2	Class 2	Class 2
	2%	2%	2%	2%
1-18 (18)	\$ 45,019	\$ 45,019	\$ 45,019	\$ 45,019
19-30 (12)	\$ 49,348	\$ 49,348	\$ 49,348	\$ 49,348
31-42 (12)	\$ 53,677	\$ 53,677	\$ 53,677	\$ 53,677
43-54 (12)	\$ 58,006	\$ 58,006	\$ 58,006	\$ 58,006
55-66 (12)	\$ 62,335	\$ 62,335	\$ 62,335	\$ 62,335
67-78 (12)	\$ 66,664	\$ 66,664	\$ 66,664	\$ 66,664
79-84 (6)	\$ 70,993	\$ 70,993	\$ 70,993	\$ 70,993
85-96 (12)	\$ 75,332	\$ 75,332	\$ 75,332	\$ 75,332
97-108 (12)	\$ 79,651	\$ 79,651	\$ 79,651	\$ 79,651
109-120 (12)	\$ 86,037	\$ 86,037	\$ 86,037	\$ 86,037
121-up	\$ 92,423	\$ 94,272	\$ 96,157	\$ 98,080

Section E.

~~“When the contract is agreed upon by both parties, the raise~~Any raises to be provided to members at the top step shall be paid ~~applied~~ no later than the first paycheck ~~February 15~~ of each year... “

Section F.

~~Upon all Morris Township bargaining units agreeing, the~~ The Township, with at least 60 days advanced notice to the union, shall issue salary payments on a semi-monthly basis . . .

Indicate properly identified section H and I.

H. Firefighters who are employed . . .

I. Any fire fighter requested by the Fire Chief . . .

New Section J

J. Fire Inspector: A firefighter who is appointed to serve as a fire inspector on a full-time basis shall receive a 5% increase in his/her base salary so long as he/she serves in this role. Any other firefighter performing fire inspection work shall receive a 3% increase in his/her rate of pay for the hours performing fire inspection duties.

ARTICLE XI, TRAINING TIME

Section E.

Change mileage reimbursement rate to IRS Business Rate.

ARTICLE XIII, SICK LEAVE

Section A. Sick leave is defined to mean the absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance ~~to upon members of his/her immediate family members, which shall include a member's spouse, domestic or civil union partner, parent or biological or adoptive child and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative because of an illness which~~ requires the care and attendance of such employee. A certificate of a reputable physician in attendance upon any officer or employee or members of his or her immediate family may be required as proof of need of a leave of absence.

~~In attendance upon any employee or member if his/her immediate family may be required as proof if need of leave of absence.~~

ARTICLE XIV, BEREAVEMENT LEAVE

All full time employees of the Township shall be granted a bereavement leave up to four (4) days with pay, upon the death of any member of his/her family. The term "member of the family" is defined as follows: spouse, father or stepfather, mother or stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, child, spouse's child, foster-child, step siblings, grandmother, grandfather or grandchild.

Prior to absence from duty, if possible, or not later than noon of the first day of absence, an employee shall make application for bereavement leave to the Fire Chief. Reasonable

verification of the event may be required. However, at least one day off shall be the day of the funeral or memorial service.

In addition to the above, a one-day bereavement leave, with pay, is granted to the employee to attend the funeral, memorial service, or wake of an uncle, aunt, nephew, niece or cousin of the first degree of the employee or spouse of the employee. Prior approval from the Fire Chief is required for such one-day bereavement leave. If requested, proof must be furnished to the Fire Chief as to the relationship and death of the person involved.

ARTICLE XIX, RULES AND REGULATIONS

A. The Township may establish and enforce reasonable and just rules and regulations in connection with the its operations of the Fire Department and ~~maintenance discipline~~ provided such rules....

ARTICLE XXII SCHEDULING

G. SENIORITY: Except where good cause is shown for a transfer or reassignment, the top 8 Class One personnel shall be stationed where they are ~~schedule~~ assigned at the start of the year. In making the annual assignments, the eight (8) most senior Class One firefighters can select a shift; however, the Office of the Chief shall identify the employee's house assignment.

ARTICLE XXVI UNIFORMS

Add provision that provides "All members must wear uniforms as directed and approved by the Fire Chief, which must be worn at all times during the hours of work. The Chief, upon request from a member, may approve a deviation from the uniform Standard Operating Procedure."

ARTICLE XXIX DISCIPLINARY ACTIONS

Disciplinary proceedings shall be conducted in accordance with N.J.S.A. 40:14-19 et. seq. and are grievable under the terms of the contract, if not covered by statute. Discipline shall adhere to the principals of progressive discipline and seek to be corrective in nature. The Township will comply with the 45-day rule in accordance with N.J.S.A. 40A:14-28.1.

ARTICLE XXX, GRIEVANCE

C. Procedure: An aggrieved employee or the Association must file his/her grievance in writing with the Office of the Chief, which shall acknowledge receipt, within five (5) business days (Monday through Friday, excluding holidays) of the occurrence of the matter complained of and/or the time when the employee should have known of the matter complained of. Failure to act within said time period shall constitute an abandonment of the grievance.

...Step 1: Once timely filed, the aggrieved employee shall discuss the grievance with the Chief. The Chief has five (5) working business days from receipt of the grievance within which to respond to the employee and the Association, should the Chief be away for personal or business reasons during the five-day period, then the time to respond shall not commence until his return to duty.

ARTICLE XXXVI, TERM AND RENEWAL

This Agreement shall have the term from January 1, 2022 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this Agreement shall continue in full force and effect until a successor agreement is executed.

SCHEDULE B, REPRESENTATION FEE: DEMAND AND RETURN SYSTEM

Delete in its entirety.

SCHEDULE CB, UNIFORM ALLOWANCE

Rearrange provision as provided below and modify as indicated:

The Township shall provide the following items to all new hires:

Initial Issue:

- 6-Navy blue trousers
- 6-Navy blue long sleeve shirts
- 1-Navy blue short sleeve shirt
- 4-Short sleeve one hundred percent (100%) cotton Navy blue golf shirts with Maltese cross on left breast
- 1-Navy Blue Coveralls
- 1-Navy Blue Coat (Lion Station Wear or equivalent)
- 1-Protective CPR Mask
- 1-Ball cap (to be purchased by F.M.B.A. as approved by the Fire Chief Office of the Chief)
- 1-raincoat

All initial items, with the exception of the ball cap, shall be replaced with the item(s) become ripped, stained, worn out, or otherwise cannot be repaired by the employee. Items damaged beyond repair which need replacing. The replacement items shall be furnished or ordered by the Office of the Fire Chief after the item(s) have been turned into the Office of the Fire Chief. A receipt for the surrendered item(s) shall be issued to the employee(s) as proof that the Office of the Fire Chief received the item(s). The Township agrees to keep one (1) pair of trousers in stock in each of the sizes utilized by employees.

~~All above items shall be replaced on an as needed basis following the initial issue.~~

Upon ~~replacement~~ issuance of the initially issued clothing, members are required to have an inventory of twelve (12) shirts, with a minimum of two (2) Navy blue long sleeve shirts, one (1) Navy blue short sleeve shirt, and the balance may be any combination of Navy blue long sleeve, Navy blue short sleeve or authorized polo shirts. When a member is in need of new boots or a helmet, the Township shall provide, at its cost rubber boots or standard issue helmet. If a member wishes to have leather boots or a leather helmet, then the member may have the leather equipment issued so long as the member pays the difference between the cost of the rubber boots or standard issue helmet and the leather boots or helmet.

Additionally, employees shall receive the following on an annual basis:

Each Year

- 1 FDNY style Sweatshirt (effective 1/1/08)

1 pair work boots or 1 pair work shoes

Members shall ~~not~~ receive an issuance of FDNY style sweatshirt each year of their first three years of service and on an in 2019 or 2021 as needed based upon wear and tear thereafter.

Each year, a member who also serves as a full-time fire inspector(s) shall receive an issue of work boots or work shoes pursuant to the above issuance for all firefighters. An appointed, full-time fire inspector may receive a second pair of work boots upon request and a showing of need based upon usage and wear and tear of initially issued work boots. as well as a second pair of work boots or work shoes; however, fire inspector(s) shall not receive an additional pair of work boots or work shoes for the years 2019, 2020, or 2021. If a successor agreement (commencing January 1, 2022) is not executed prior to the annual purchase of the work boots or work shoes, inspectors may receive the additional pair of work boots or work shoes on an as needed basis. Upon execution of a successor agreement, unless provided otherwise, fire inspector(s) shall receive the initial issuance as well as an additional pair of work boots or work shoes.

FMBA LOCAL 70

TOWNSHIP OF MORRIS


Richard Lynch, President

6-19-23
Date


Timothy Quinn, Administrator

6-19-23
Date