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AGREEMENT

BETWEEN

THE TOWN OF MORRISTOWN

AND

THE FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 43

JANUARY 1, 2012

THROUGH

DECEMBER 31, 2014

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PREAMBLE

THIS AGREEMENT, made and entered into as of this day _____ of 2013 by and between the **TOWN OF MORRISTOWN**, a municipal Government in the County of Morris, State of New Jersey, hereinafter sometimes referred to as the Town and the **FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 43 (F.M.B.A.)**, hereinafter sometimes referred to as the Association, is the final and complete understanding between the Town and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Town and those of its employees who are subject to this Agreement, in order that a more efficient and progressive fire service be rendered.

Upon execution of this Agreement, both parties agree that the provision of all prior Agreements shall be superseded and no longer of any force and effect.

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ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

A. Recognition

The Town hereby recognizes the F.M.B.A. as the exclusive representative and negotiating agent for the negotiating unit, consisting of all paid full-time uniformed firefighters, excluding all other employees within the Town's Fire Bureau as per Chapter 303 Laws of New Jersey, 1968.

B. Areas of Negotiation

The Town and the F.M.B.A. hereby agree that the F.M.B.A. has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes, grievances, and all other mandatorily negotiable matters.

ARTICLE II

FIREFIGHTERS' MUTUAL BENEVOLENT ASSOCIATION BUSINESS LEAVE

A. There shall be no more than two (2) employees who will be excused from duty at any one time to attend negotiations or grievance meetings called by the Town provided, however, if an emergency arises, one employee shall be excused from negotiations to respond to the emergency if required by the Fire Bureau. Absence from duty to attend such negotiations or grievance meetings may be permitted only where same does not interrupt normal operations of the Fire Bureau. Excused absence from duty to attend negotiations and/or grievance meetings shall be without loss of pay.

B. The Executive Delegate or his designee of the F.M.B.A. shall be granted leave from duty with full pay for all membership meetings of the F.M.B.A. when such meetings takes place at a time when such officer is scheduled to be on duty provided that said delegate gives reasonable notice to the Chief of the Fire Bureau. Permission

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shall be given to the Executive Delegate or his said designee upon reasonable notice and request made to the Chief of the Fire Bureau for the Executive Delegate or his said designee to use one of the fire apparatus to travel to another Town Fire House to attend such a membership meeting. The Executive Delegate or his said designee and the apparatus is subject to recall to duty in the event of an emergency.

C. The executive Delegate or Alternate Delegate shall be granted leave from duty with full pay to attend the State F.M.B.A. monthly meetings from 8:00 a.m. to 6:00 p.m. with reasonable notice to Chief.

D. Any member of the negotiating unit who holds an Executive Office in the State F.M.B.A. shall be granted leave from duty with full pay to attend the State F.M.B.A. monthly meetings from 8:00 a.m. to 6:00 p.m. with reasonable notice to the Chief so long as no overtime situation is created. Approval once granted shall not be rescinded.

E. Duly elected delegates to the State convention will be allowed off with pay to attend in accordance with N.J.S.A. 11A:6-10. Payment shall be granted only for those days that the delegate is actually scheduled to work.

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ARTICLE III

HOURS OF WORK AND OVERTIME

A. Hours of Work

Hours of work for employees covered by this agreement shall be an average of 42 hours per week, based on an eight (8) week cycle in accordance with N.J.S.A. 40A:14-52. Tours shall be for 24 hours, from 8 a.m. to 8 a.m. the following morning, followed by 72 hours off.

B. Call-Outs

An employee called back to work after completion of a regular tour of duty and before his next regular tour of duty is scheduled to begin, shall receive a minimum of 4 hours work or 4 hours pay in lieu thereof at 1 1/2 times his regular straight time rate.

C. Other Overtime Pay

1. An employee who as a result of replacing another employee absent due to vacation, illness, accident, or other reasons, works in excess of an average of 42 hours per week for any 8 week cycle shall be paid at the rate of 1 1/2 times his regular straight time rate for all such excess hours (time spent on vacation and time taken off under the sick leave clause of this agreement shall be considered to be time worked in determining hours worked during the 8 week cycle mentioned above.) For the purpose of this Agreement, "tour" as defined above, also means shift and/or day.

2. If an employee is ordered by the Fire Chief or Chief on duty to work beyond his regular shift quitting time (whether while fighting a fire or any other time) he shall be paid for such time at the rate of 1 1/2 times his regular straight time rate for all time so worked with a minimum of two (2) hours pay at the overtime rate.

D. Whenever an employee attends school, as mandated or ordered by the Chief, on his off-duty time, he shall receive a minimum of four (4) hours pay at one and

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one-half (1 1/2) of the overtime premium. The time premium is for any time spent in class or traveling to and from class when such class is outside Morris County. Thereafter, he will receive payment on an hour for hour basis.

E. If an employee is ordered to remain on duty for the next continuous shift (minimum of 10 hours) said employee will be compensated at the rate of \$10.00 for meal allowance.

F. **Overtime Assignments**

Whenever it is necessary in the judgment of the Chief to assign overtime work to the employees covered under this Agreement, these assignments shall be scheduled in order of seniority and on a rotation basis. Overtime assignments shall be equalized insofar as possible by utilizing the following procedure:

1. A roster shall be posted and maintained at fire headquarters depicting the following:

- a. List of the names of all full -time paid firemen by seniority, highest to lowest.
- b. List of all overtime opportunities by hours, day or night. This list and subsequent revisions from the date of its issue shall show the overtime opportunities for the following two-week period.
- c. A list of all overtime hours worked by members

2. From time to time, the Chief and a representative of the F. M.B.A. shall review the overtime assignments in order to determine if any adjustments may be necessary.

G. At the employee's option, compensatory time may be accrued in lieu of payment at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Said time may be used at anytime upon reasonable notice to and prior approval from the Chief. A request to use compensatory time shall not be unreasonably denied.

H. In order to insure that all members work an average of forty-two (42) hours per week on an annualized basis pursuant to Section A of this article, all

employees shall receive one (1) tour off known as a "schedule readjustment day". Said day off must be taken in one (1) segment with the prior approval of the Chief. Under no circumstances can the taking of this day cause overtime obligations to be incurred by the Town. Said day off may be taken in blocks of ten (10), fourteen (14), or twenty-four (24) hours with the prior approval of the Chief.

I. Any employee covered by this agreement who volunteers his services to the Town during his off-duty hours shall, in the event of an injury, be covered under the Town's workers' compensation program as if he had been working, provided the activity for which he is volunteering has been sanctioned by the Department for this purpose.

J. **Miscellaneous**

The Town agrees to conform to state statute as it applies to residency requirements for appointments to the Fire Bureau.

K. **Public Events**

When the Fire Official determines that it is necessary to have paid firefighters at various public events, the Chief shall assign paid firefighters to perform this duty, who shall then be present in uniform.

ARTICLE IV

FIREFIGHTER'S MUTUAL BENEVOLENT ASSOCIATION SECURITY DUES CHECK-OFF

A. 1. The Town agrees that it will each pay period deduct the Association dues for that pay period from the pay of each employee as authorized and transmit the same with a list of such employees to the Treasurer of the Association within ten (10) days after the dues are deducted.

2. The Association agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions. Authorization must be in writing and comply with the provisions of N.J.S.A. 52: 14-15 9e of the statutes of the State of New Jersey. The Town agrees to begin deductions for an employee within 30 days following receipt of a written authorization.

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3. The Association will furnish the Town a written statement of the dues and initiation fees to be deducted.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Town's Director of Revenue and Finance written notice prior to the effective date of such change and shall furnish to the Town Director of Revenue and Finance a certified copy of the Resolution, indicating dues changes and effective date of such changes.

C. The association will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Town Director of Revenue and Finance or his designee. The Association shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits, or other forms of liability that shall arise out to, or by reason of, action taken by the Town in reliance upon salary deduction authorization cards submitted by the Association.

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ARTICLE V

SALARIES

A. 1. Effective January 1, 2012, each employee covered by this Agreement will receive a cost of living increase of 1.75% which shall be the following base salary determined by hire date.

<i>Years of Service</i>	<i>Hired After</i>
	<i>8/17/2004</i>
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Academy Rate	\$35,247
Commencing 1st year of service	\$41,369
Commencing 2nd year of service	\$48,661
Commencing 3rd year of service	\$55,592
Commencing 4 th year of service	\$63,246
Commencing 5 th year of service	\$70,536
Commencing 6 th year of service	\$77,829
Commencing 7 th year of service and thereafter	\$85,121

<i>Years of Service</i>	<i>Hired After</i>
	<i>1/1/2012</i>
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Academy Rate	\$35,247
Commencing 1st year of service	\$41,369
Commencing 2nd year of service	\$47,620
Commencing 3rd year of service	\$53,870
Commencing 4 th year of service	\$60,120
Commencing 5 th year of service	\$66,370
Commencing 6 th year of service	\$72,620
Commencing 7 th year of service	\$78,870
Commencing 8 th year of service and thereafter	\$85,121

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2. Effective January 1, 2013, each employee covered by this Agreement will receive a cost of living increase of 1.75% which shall be the following base salary determined by hire date.

<i>Years of Service</i>	<i>Hired After 8/17/2004</i>
Academy Rate	\$35,864
Commencing 1st year of service	\$42,093
Commencing 2nd year of service	\$49,513
Commencing 3rd year of service	\$56,932
Commencing 4 th year of service	\$64,532
Commencing 5 th year of service	\$71,770
Commencing 6 th year of service	\$79,191
Commencing 7 th year of service and thereafter	\$86,610

<i>Years of Service</i>	<i>Hired After 1/1/2012</i>
Academy Rate	\$35,864
Commencing 1st year of service	\$42,093
Commencing 2nd year of service	\$48,453
Commencing 3rd year of service	\$54,813
Commencing 4 th year of service	\$61,172
Commencing 5 th year of service	\$67,531
Commencing 6 th year of service	\$73,891
Commencing 7 th year of service	\$80,250
Commencing 8 th year of service and thereafter	\$86,610

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3. Effective January 1, 2014, each employee covered by this Agreement will receive a cost of living increase of 1.75% which shall be the following base salary determined by hire date.

<i>Years of Service</i>	<i>Hired After 8/17/2004</i>
Academy Rate	\$36,492
Commencing 1st year of service	\$42,830
Commencing 2nd year of service	\$50,379
Commencing 3rd year of service	\$57,928
Commencing 4 th year of service	\$65,478
Commencing 5 th year of service	\$73,026
Commencing 6 th year of service	\$80,577
Commencing 7 th year of service and thereafter	\$88,126

<i>Years of Service</i>	<i>Hired After 1/1/2012</i>
Academy Rate	\$36,492
Commencing 1st year of service	\$42,830
Commencing 2nd year of service	\$49,301
Commencing 3rd year of service	\$55,772
Commencing 4 th year of service	\$62,243
Commencing 5 th year of service	\$68,713
Commencing 6 th year of service	\$75,184
Commencing 7 th year of service	\$81,655
Commencing 8 th year of service and thereafter	\$88,126

B. Any new hire as firefighter who has taken and passed an approved New Jersey Firefighter I course would be hired at the rate for "Commencing 1st year of service" as shown in **Section A** above. The Academy Rate shall be used as the hiring rate for any new hire as firefighter hired who has not previously taken and passed an approved New Jersey Firefighter I course and the New Jersey Firefighter I certification. Upon successful completion of the Fire Academy, a firefighter hired at the academy rate would advance to the First Step. That same firefighter will then move to the Second Step (and all future steps) on the anniversary of his or her initial date of hire.

C. The Town and the Association agree to negotiate the rate of pay for outside employment, which arises from local ordinance or state statute that is administered by the Town.

D. All firefighters who are duly licensed by the State and assigned to perform fire inspections shall receive an annual stipend of that shall be added to their base salary. The annual stipend in this section shall be \$1,475.

E. All firefighters who are duly licensed as Emergency Medical Technicians by the State of New Jersey and who are assigned to ambulance duty on a regular basis shall be paid, in addition to base salary, a stipend equal to 3% of their annual base salary. In the event that a firefighter licensed as an EMT is not assigned to ambulance duty on a regular basis, but is nevertheless given ambulance duty during a given tour, shall be paid the sum of \$25 for that tour in addition to base salary.

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ARTICLE VI

LONGEVITY

A. Employees covered by this agreement hired on or before August 16, 2004 shall receive, in addition to other compensation, the following longevity payment:

- Commencing 4th year of continuous service - 1% of base salary
- Commencing 8th year of continuous service - 2% of base salary
- Commencing 12th year of continuous service - 3% of base salary
- Commencing 16th year of continuous service - 4% of base salary
- Commencing 20th year of continuous service - 5% of base salary
- Commencing 24th year of continuous service - 6% of base salary

B. Employees covered by this agreement hired before on or after August 17, 2004 shall receive, in addition to other compensation, the following longevity payment:

- Commencing 5th year of continuous service - 1% of base salary
- Commencing 10th year of continuous service - 2% of base salary
- Commencing 15th year of continuous service - 3% of base salary
- Commencing 20th year of continuous service - 4% of base salary
- Commencing 24th year of continuous service - 6% of base salary

C. Employees covered by this agreement hired on or after January 1, 2012 shall receive, in addition to other compensation, the following longevity payment:

- Commencing 5th year of continuous service - 1% of base salary
- Commencing 10th year of continuous service - 2% of base salary
- Commencing 15th year of continuous service - 3% of base salary
- Commencing 20th year of continuous service - 4% of base salary
- Commencing 25th year of continuous service - 5% of base salary

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D. For the purposes of determining longevity entitlement only, each employee's anniversary date shall be considered to be of continuous service January 1, rather than his actual anniversary date.

ARTICLE VII

UNIFORM ALLOWANCE

A. All employees covered by this Agreement shall receive an annual uniform allowance of \$500. The uniform shall be as specified in the rules and regulations of the Fire Bureau. The uniform allowance shall be used to defray costs of replacement of items and equipment required by the Town for a firefighter except as discussed below.

B. The uniform allowance shall be paid in one payment on the first payday in June.

C. All employees covered by this Agreement shall receive an initial issue of uniforms and turnout gear. This initial issue shall consist of a helmet, turnout coat, boots, hookups, gloves, two (2) short-sleeve uniform shirts, two (2) long-sleeve uniform shirts, three (3) uniform pants, a pair of uniform shoes, Pass device, Laerdal pocket mask, Nomex hood, rescue rope system and individual SCBA mask; one (1) auto-mechanic grade one-piece coverall; one (1) belt; one (1) Eisenhower jacket?]

D. Disciplinary action shall be taken for failure of a firefighter to follow Fire Bureau regulations on uniforms including, but not by way of limitation, when a uniform is to be worn.

E. The Town will replace all items of initial issue, with the exception of station wear uniforms, after normal wear and tear or where there is imminent danger to the firefighter. The Chief of the Department or his designee will determine what articles

are to be replaced. Destroyed or damaged items shall be surrendered to the Chief upon issuance of the replacement.

F. Whenever the Department issues new uniform specifications, the Town shall either issue or pay half the expense of purchasing compliant uniform items for all negotiating unit personnel.

ARTICLE VIII

LEAVE

A. Sick Leave

Employees shall be entitled to sick leave with pay during periods of disability due to non-work-connected illness or injury and recuperation therefrom for periods as herein set forth:

1. During the first year of employment each employee shall be entitled to one and one-quarter days of sick leave for each month of service.

2. For each subsequent year of employment, each employee shall be entitled to fifteen days of sick leave for and during each such year.

3. Sick leave shall be accumulated without limit during each employee's length of service. Upon retirement, effective January 1, 1987, the pay for accumulated and unused sick leave shall increase to two-fifths (2/5) pay per full day of verifiable sick leave accumulated and not previously used. This will be calculated upon an 8 1/2 hour day.

4. An employee scheduled to work a twenty-four tour of duty and who is unable to work that assignment because of illness or non-work related injury, shall have his accumulated sick leave debited a total of two sick days.

5. Any employee scheduled to work a twenty-four (24) hour tour of duty and either gets sick while on duty or must report to his residence because of family illness after beginning his tour of duty will be charged for only that time he is so excused.

6. Employees shall be entitled to split a sick day pursuant to and in accordance with guidelines to be established between the Town and the Association.

7. Each employee covered by this agreement shall be entitled to use one day (1) day off with full pay, chargeable to sick leave, to attend to the needs of his spouse and immediate family members upon the birth or adoption of their child.

B. Personal Days

An employee shall be entitled to a maximum of one (1) tour per calendar year as leave without loss of pay in order to attend to urgent personal business provided that a request to take such leave must be submitted in writing to the Superior Officer at least seven days in advance of the proposed leave except in the case of a request to attend a funeral, in which case a one day's request shall be made, or except, at the discretion of the Chief, a shorter notice may be allowed due to the emergent circumstances. The request to use a personal day need not specify the particular reason, but shall include a signed statement that the leave is to be used for urgent personal business. Unused personal days shall not accumulate from year to year. Use of a personal day in increments of four (4) hours shall be permitted and encouraged if the reason for the request is based on a need that does not require a full day off. The use of a personal day may be split into a 10- hour day and 14-hour night.

C. **Bereavement**

Each employee covered by this Agreement shall be permitted bereavement leave. This leave shall commence the day of the death of an immediate family member and shall include the period up to and including the day after the funeral/burial. During this period, no more than two twenty-four hour shifts may be taken off. At the discretion of the Bureau Chief, the number of days may be increased using personal, vacation compor SAD time without consideration of overtime being incurred. Immediate family members shall include the employee's spouse, father, mother, son, daughter, grandmother , grandfather, brother, sister, step-parent, step-child, grandchildren, mother-in-law, and father-in -law. In the event of the death of another relative, the employee shall be granted off half a twenty-four hour shift or in the discretion of the Fire Chief when travel is required, a full twenty-four (24) hour shift.

D. **Valor Awards**

The Town agrees to provide time off to an employee covered by this agreement for the purpose of receiving a valor award from the state FMBA, or, at the Town's discretion, a similar award by another organization, provided that no more than two night shifts and/or day shifts are used annually by the entire membership for this purpose. This time shall not be chargeable.

ARTICLE IX

VACATIONS

A. All employees covered by this Agreement who are hired on or before January 1, 2003, shall receive vacation with pay annually in accordance with the following schedule based upon years of service:

Years of Service	Vacation Entitlement
1 to 4 years	12 working days= 6 (six) 24 hour days
5 to 10 years	16 working days= 8 (eight) 24 hour days
11 to 15 years	18 working days =9 (nine) 24 hour days
16 years and thereafter	22 working days= 11 (eleven)24 hour days

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B. All employees covered by this Agreement who are hired on or after January 1, 2003, shall receive vacation with pay annually in accordance with the following schedule based upon years of service:

Years of Service	Vacation Entitlement
1 to 4 years	10 working days= 5 (five) 24 hour days
5 to 7 years	12 working days= 6 (six) 24 hour days
8 to 11 years	14 working days =7 (seven) 24 hour days
12 to 14 years	15 working days= 7.5 (seven and a half) 24 hour days
15 to 18 years	18 working days = 9 (nine) 24 hour days
19 years and thereafter	22 working days = 11 (eleven) 24 hour days

C. In order not to hamper proper and efficient municipal operations both parties agree that the scheduling of vacations must be left to the employer, but the following conditions shall be observed in such scheduling:

1. Vacation period assignments from approximately June 15 through approximately September 15, and last two weeks in December, shall be based exclusively upon seniority among the employees.

2. No employee shall be assigned more than two (2) weeks' vacation during June, July, and August except where it has been determined that after each member by seniority has been allowed to select his vacation use during these three months, there remain unscheduled days wherein no member of the Bureau has opted for their use, then each member may by seniority select these additional days for his use.

3. No employee shall be permitted to take four or more consecutive weeks of vacation at one time if in the Chief's opinion such use of vacation will interfere with the proper operation of the Fire Bureau.

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4. All employees covered by this Agreement upon return from vacation, shall continue on their regular tour in keeping with present policy.

5. An employee may, at his option, for the remaining unscheduled vacation days, take such time off in ten (10) or fourteen (14) hour segments.

D. All vacations shall be given in the calendar year of the year of entitlement in cases wherefore reasons beyond the control of the employer or the employee such vacation cannot be taken during the year, the said vacation shall be added to the following year and taken during the next succeeding year. There shall be no accumulation of vacation other than as set forth herein.

E. For the purpose of determining vacation entitlement, each employee's anniversary date shall be considered to be of continuous service as of January 1, rather than his actual anniversary date.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definition

Grievance A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement, or any dispute with regard to the Agreement's meaning or application. (This is also referred to as a contractual grievance). A grievance as defined herein shall also include a dispute concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement. Such latter grievances, known as non-contractual grievances, may only be processed to STEP 3 below. The term grievance (including contractual and non- contractual) and the grievance procedure set forth herein shall not apply to:

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1. To matters which involve the interpretation or application of a Civil Service Rule or Regulation of N.J.S.A. 11A:1-1 et seq. the Civil Service Reform Act, and in which method of review is prescribed by law, rule, or regulation;
2. To matters which involve the interpretation or application of any other state or federal statutes or rule or regulation of any federal or state agency and in which a method of review is prescribed by law, rule, or regulation;
3. To matters where the Town is without authority to act.

B. 1. **Purpose:** The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement.

2. The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior, and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint, shall it be reduced to writing and submitted as a grievance.

C. 1. **Procedure:** An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) calendar days of the occurrence of the matter complained of, or within ten (10) calendar days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

STEP I

Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or, if no resolution is made within five (5) calendar days, by the immediate superior, the employee must present his grievance to the Fire Chief. Immediate Superior - an employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing table of organization.

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STEP 2

In the event there is not a satisfactory resolution of the grievance at STEP 1, or an answer given within the time provided, the aggrieved employee may present his grievance to the Fire Chief or his designee within five (5) calendar days thereafter. Upon receipt of the grievance, the Chief or his designee shall investigate and shall render a decision thereon within ten (10) calendar days. Grievances involving the meaning, interpretation, or application of personnel policies and/or administrative decisions shall be finally decided at this STEP by the Chief or his designee. Only contractual matters may be appealed to STEP 2.

STEP 3

In the event there is not a satisfactory resolution of a contractual grievance at STEP 2, or a decision rendered by the Chief or his designee within the time allowed, the aggrieved employee may appeal to the Mayor or his designated representative within ten (10) working days thereafter. Where an appeal is filed at this STEP the grievant shall file :

1. A copy of the written grievance discussed below.
2. Statement of factual and legal contentions upon which the grievant relies.
3. A statement of the results of prior discussions thereon.
4. A statement of the grievant's dissatisfaction with such results.

The Mayor or his designee shall have ten (10) days from receipt of the grievance within which to render a decision.

STEP 4

1. If the grievance is not settled through STEP 3, then either the Association or the Town may move an arbitrable grievance to arbitration by notifying the Public Employment Relations Commission. The request for arbitration shall be made within fourteen (14) days after-decision -is-rendered at STEP 3. Request for arbitration shall be made upon written notice to the opposing party.

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2. An arbitrator shall be selected in accordance with the Rules and Regulations of P.E.R.C. and shall be appointed to hear the grievance and render his award in writing. The award shall be final and binding on both parties. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing party's attorney's fees. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within the definition of contractual grievance as set forth *above* under this Article and shall interpret this Agreement as written and shall have no authority to alter, amend, add to, or delete, from the terms of this Agreement.

3. If the Town fails to meet on any grievance and answer any grievance within the prescribed time limits as hereinabove specified, the grievance may be processed to the next step of the grievance procedure if it is otherwise allowed by this Article.

D. In the presentation of a grievance, the employee shall have the right to present his appeal or to designate a representative to appear with him at any step in his appeal. An employee is entitled to be represented by an attorney of his own choosing at STEPS 3 and 4.

ARTICLE XI

TRAINING TIME AND EDUCATION LEAVE

A. All training and education will be paid in accordance with the Fair Labor Standards Act except as modified in Article III, Section B.

B. When the temperature is below 35 degrees or above 90 degrees there will be no outside training evolutions or hose testing. Other weather conditions shall be taken into consideration by the Town when deciding whether to engage in outside training evolution or hose testing even when the temperature is within the above parameters.

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ARTICLE XII

HEALTH INSURANCE

A. The Town shall continue to provide the present health benefits coverage including prescription coverage as provided by Blue Cross and Blue Shield.

B. Pursuant to state law, employees shall continue to receive health coverage under this Article provided: (1) an employee retiring after January 1, 1983 has a minimum of 15 years of continuous service with the Town shall continue to receive coverage under this Article at no cost to him; (2) an employee retiring after January 1, 1976 on disability pension who has at least ten (10) years of service with the Town, unless said disability retirement is due to an "in the line of duty" injury, in which case, the employee shall be entitled to this benefit regardless of years served; (3) upon the death of the retiree, all health benefits covering the retiree's family shall cease.

C. 1. The Town shall provide dental coverage to the Bureau of Fire employees.

2. Dental coverage is only available to employees and their dependents on the Town payroll as of April 1, 1989. Dental coverage shall continue to be provided to those employees who retire after the dental coverage effective date; if they have a minimum of 15 years of continuous service with the Town; or those retiring after April 4, 1989 on disability pension with at least ten (10) years of service with the Town, unless said disability retirement is due to an "in the line of duty" injury, in which case, the employee shall be entitled to this benefit regardless of years served. Retirees who qualify for this coverage will be responsible for paying the difference between the current dental coverage rate and subsequent dental coverage cost increases, if any.

D. In addition to the requirements set forth in this Article, employees and retirees covered by this Agreement shall be required to contribute toward the cost of their health and medical benefits in an amount required by Chapter 2, P.L. 2010 and/or

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P.L. 2011, c.78, whichever is greater. Chapter 2, P.L. 2010 and P.L. 2011, c.78 are incorporated herein by reference and made a part hereof.

ARTICLE XIII

PRIOR PRACTICES AND MAINTENANCE OF STANDARDS

All of the rights, privileges, and benefits which the employees presently enjoy, are retained by the employees, except as those rights, privileges, and benefits are specifically abridged and modified by an Agreement between the Town and the F.M.B.A.

ARTICLE XIV

DISCRIMINATION

There shall be no discrimination, interference, or coercion by the employer or by any of its agents against the F.M.B.A. or against the employees represented by the F.M.B.A. because of membership or activity in the F.M.B.A.

ARTICLE XV

SAVING

A. In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations, or decree, such decision shall not invalidate the entire Agreement it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

B. All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

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ARTICLE XVI

MANAGEMENT RESPONSIBILITIES

A. In order to effectively administer the affairs of the Town government and to properly serve the public, the Town of Morristown hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Town;
2. To direct its working forces and operations;
3. To hire, promote, assign, or reassign employees;
4. To demote, suspend, discharge, or otherwise take disciplinary action against employees; and
5. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of Town government.

B. Town use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant there to, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

C. The Town shall furnish the Association with a copy of any change in the Rules and Regulations at least (30) days prior to the effective date thereof.

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ARTICLE XVII

NO STRIKE

It is the intent of the parties to this Agreement that the grievance procedure herein stipulated shall serve as a means for the peaceful settlement of all disputes that may arise between them. Recognizing this fact, the Association agrees that during the life of this Agreement neither the Association, its agents, nor its members will authorize, instigate, aid, or engage in any work stoppage, slow down, or a strike against the Town. The Town agrees that during the same period there will be no lock out.

ARTICLE XVIII

MANAGEMENT LABOR COMMITTEE

A. The Town and the Local agree to the establishment of a Management Labor Committee. The main purpose of this committee is to open a communication network to enhance the quality of working conditions from both the management and labor's view which may be outside of the normal terms and conditions of employment which fall within the confines of contract negotiations.

B. By agreeing to take part in the Management Labor Committee nothing shall be construed to deny or restrict either the Town or the local of its powers, rights, authorities, duties and responsibilities under the laws of the State of New Jersey or any national, county, or local laws and ordinances.

ARTICLE XIX

EXAMINATIONS

The Town agrees to maintain active certification(s) (complete certification(s) for examination of a firefighter under New Jersey Department of Personnel rules and regulations. When a certification is deemed incomplete under Department of Personnel procedures, the Town shall call for a new Civil Service Test within a reasonable period of time for the position(s) to which the certification related.

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ARTICLE XX

PERSONNEL FILE

A. A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Town, and may be used for evaluation purposes by the appropriate Town official.

B. Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Fire Chief or his designee.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to the employee. He shall be given the opportunity to rebut the complaint, if he so desires, and he shall be permitted to place said rebuttal in the file.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by an employee shall that employee to appropriate disciplinary action.

ARTICLE XXI

DURATION

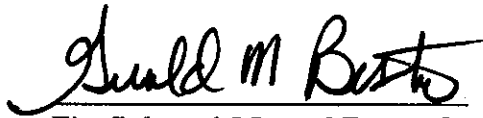
THIS AGREEMENT shall be in full force and effect as of January 1, 2012 and shall be in effect to and including December 31, 2014.



Town of Morristown

11/13/13

Date



Firefighters' Mutual Benevolent
Association Local 43

11/7/13

Date