

AGREEMENT

BETWEEN

THE TOWN OF MORRISTOWN

NEW JERSEY

AND

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 43

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JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

**THIS AGREEMENT**, made and entered into as of this            day of 2004 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 **FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 43**, 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Upon execution of this Agreement, both parties agree that the provision of all prior Agreements shall be superseded and no longer of any force and effect.

**ARTICLE I**

**RECOGNITION AND AREAS OF NEGOTIATION**

A. **Recognition**

The Town hereby recognizes the F.M.B.A. as the exclusive representative and bargaining agent for the bargaining 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**

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 related matters.

**ARTICLE II**

**FIREMAN'S 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 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 bargaining 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. 11:26 C-4. Payment shall be granted only for those days that the delegate is actually scheduled to work.

**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 a eight 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 with also mean 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 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**

**FIREMAN'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.

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.

**ARTICLE V**

**SALARIES**

A. 1. Effective January 1, 2005, the salary of each employee covered by the Agreement shall be:

<b><u>Years of Service</u></b>	<b><u>Hired Before 8/16/04</u></b>	<b><u>Hired After 8/17/04</u></b>
Academy Rate		\$29,962
Commencing 1st year of service	\$41,425	35,244
Commencing 2nd year of service	47,485	41,535
Commencing 3rd year of service	54,609	47,826
Commencing 4th year of service	60,568	54,117
Commencing 5th year of service	66,970	60,408
Commencing 6th year of service	72,991	66,700
Commencing 7 <sup>th</sup> year of service And thereafter		72,991

2. Effective January 1, 2006, the salary of each employee covered by the Agreement shall be:

<b><u>Years of Service</u></b>	<b><u>Hired Before 8/16/04</u></b>	<b><u>Hired After 8/17/04</u></b>
Academy Rate		\$30,861
Commencing 1st year of service	\$42,668	36,301
Commencing 2nd year of service	48,910	42,781
Commencing 3rd year of service	56,247	49,261

Commencing 4th year of service	62,385	55,741
Commencing 5th year of service	68,979	62,220
Commencing 6th year of service	75,181	68,701
Commencing 7th year of service and thereafter		75,181

3. Effective January 1, 2007, the salary of each employee covered by the Agreement shall be:

<u>Years of Service</u>	<u>Hired Before 8/16/04</u>	<u>Hired After 8/17/04</u>
Academy Rate		\$32,095
Commencing 1st year of service	\$44,375	37,753
Commencing 2nd year of service	50,866	44,492
Commencing 3rd year of service	58,497	51,231
Commencing 4th year of service	64,880	57,971
Commencing 5th year of service	71,738	64,709
Commencing 6 <sup>th</sup> year of service	78,188	71,449
Commencing 7th year of service and thereafter		78,188

4. Effective January 1, 2008, the salary of each employee covered by the Agreement shall be:

<u>Years of Service</u>	<u>Hired Before 8/16/04</u>	<u>Hired After 8/17/04</u>
Academy Rate		\$33,879

Commencing 1st year of service	\$46,650	39,763
Commencing 2nd year of service	53,401	46,772
Commencing 3rd year of service	61,337	53,780
Commencing 4th year of service	67,975	60,790
Commencing 5th year of service	75,108	67,797
Commencing 6th year of service	81,816	74,807
Commencing 7th year of service and thereafter		81,816

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 1<sup>st</sup> 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. After one year, a firefighter hired at the academy rate would advance to the normal entry-level rate and proceed through the various grades one year later than as shown in Section A above.

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

January 1, 2005, the annual stipend in this section shall be \$1,325, effective January 1, 2006 the annual stipend shall be raised to \$1,400, effective January 1, 2008 the annual stipend shall be raised to \$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.



**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. 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.

D. All members presently receiving top step of longevity at 22 year service, shall continue to do so.

**ARTICLE VII**

**UNIFORM ALLOWANCE**

A. All employees covered by this Agreement shall receive an annual uniform allowance of \$925.00 in 2005, \$950.00 in 2006, and \$975.00 in 2007, and \$500 in 2008. 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 bargaining 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 with out 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 comp or 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 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**

**HOLIDAYS**

A. Every employee covered by this Agreement shall receive one day's pay at the prevailing rate for each holiday adopted by the Town, but not less than thirteen (13) days.

B. The holiday pay shall be received in one lump sum on the last payday in November of each year.

C. Holiday pay shall be discontinued January 1, 2000.

**ARTICLE X**

**VACATIONS**

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

<b><u>Years of Service</u></b>	<b><u>Vacation Entitlement</u></b>
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

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

<b><u>Years of Service</u></b>	<b><u>Vacation Entitlement</u></b>
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 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.

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.

D. 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 XI

### 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 of 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:

1. To matters which involve the interpretation or application of a Civil Service Rule or Regulation of N.J.S.A. 11:1-1 et seq. the Civil Service Law, 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. Immediate Superior - an employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing table of Organization.

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 1**

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.

**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 and

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.

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, and 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 XII**

**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 D.

B. 1. **College Incentive Pay**

College Incentive Pay. Any employee covered by this Agreement who earned an Associate or Bachelor's degree in Fire Science, Fire Administration or any course in municipal government or administrative skills at a recognized institution of higher learning prior to December 31, 1996, shall receive in each calendar year the sum of \$7.50 for each credit hour successfully completed which led to that degree, not to exceed a total of 120 credit hours. All payments under this clause shall be made in a lump sum in June of each year.

Effective January 1, 1997, any employee covered by this agreement who is not receiving college incentive pay pursuant to Article XII, Paragraph B, shall be eligible for tuition reimbursement for any course taken as part of a fire science or fire administration curriculum leading to an associate's or bachelor's degree, upon successful completion of the course with a grade of at least a "C."

C. Whenever 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.

**ARTICLE XIII**

**HEALTH INSURANCE**

A. The Town shall provide health benefits coverage equivalent to the Blue Cross and Blue Shield PACE program and Major Medical coverage in 1996 at no cost to the employee. Effective any time on or after January 1, 1997, the Town may switch the health benefits coverage offered to employees, from PACE and Major Medical to Blue Cross and Blue Shield "Blue Select" preferred provider plan, or its equivalent. The benefit levels under Blue Select shall be as described in the memorandum of agreement signed by the parties and dated October 10, 1996, except that effective January 1, 2006, the co-pay amount shall be increased to \$15 per doctor's visit.

B. New firefighters hired on or after August 17, 2004, shall pay via payroll deduction 10% of the cost of the premium for dependent health insurance coverage for the Blue Select preferred provider plan for the first eighty-four (84) months of employment. Thereafter there shall be no contribution. The cost of the premium for dependent health insurance is the cost of the premium for the firefighter and his or her dependents less the cost of the premium for the firefighter alone. Should any member elect PACE coverage, he/she shall pay the difference in cost between the PACE and Blue Select PPO plan in addition to the appropriate percentage of the premium for dependent health insurance under the Blue Select PPO.

C. Pursuant to state law, employees shall continue to receive health coverage under this Article at no cost 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.

D. 1. The Town shall provide dental coverage to the Bureau of Fire employees. The value of the dental coverage negotiated in this contract equals 1.41% (percent) of the 1988 base salaries\*. At the expiration of this contract the F.M.B.A. agrees to pay the difference between the 1.41% of the 1991 base salaries and the 1992 cost of the dental coverage.

2. \*The percentage (1.41%) was derived dividing the sum of the 1988 base salaries of the firefighters, \$851,235.00 (excluding longevity, holiday pay, clothing allowance, and college incentive pay) into the cost of the dental coverage (\$12,035) provided to the firefighters.

3. For Example: If 1.41% of the 1991 base pay equals \$14,100 and the 1992 cost of dental coverage is equal to or less

than this amount the F.M.B.A. will not be required to contribute to its dental coverage. However, if the cost of dental coverage in 1992 exceeds 1.41% of the 1991 base salary, the F.M.B.A. agrees to pay the difference between the 1.41% of the base salaries and the 1992 cost of dental coverage.

4. This method of calculating the employee contribution will be used at each subsequent renewal of the dental contract using the base salary of the year prior to the then current dental contract expiration. If the F.M.B.A. contract and the dental coverage contracts do not coincide, cost increase adjustments will be made upon each dental contract renewal.

5. For example, if the next F.M.B.A. contract expires in 1994 but the dental contract must be renewed in 1993 the new dental rate would be calculated by determining the base salaries for 1992 and dividing that amount into the cost of dental coverage. If the percent exceeds 1.41%, the F.M.B.A. would pay the cost difference in 1993, immediately upon renewal of the dental contract.

6. 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.

**ARTICLE XIV**

**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 XV**

**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 XVI**

**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.

**ARTICLE XVII**

**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.

**ARTICLE XVIII**

**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 XIX**

**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 XX**

**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.

**ARTICLE XXI**

**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.

## BURN TREATMENT POLICY FOR TOWN OF MORRISTOWN FIREFIGHTERS

The Town of Morristown recognizes that burns and burn-related injuries are a significant on-the-job risk for firefighters, and also that proper treatment of burns is necessary to minimize suffering and the risk of death, disfigurement or dysfunction.

As recommended by both the American College of Surgeons and the American Burn Association, burn injuries that should be referred to a burn unit include the following:

- “1. Partial thickness burns greater than 10% total body surface area (TBSA)
2. Burns that involve the face, hands, feet, genitalia, perineum, or major joints
3. Third-degree burns in any age group
4. Electrical burns, including lightning injury
5. Chemical burns
6. Inhalation injury
7. Burn injury in patients with preexisting medical disorders that could complicate management, prolong recovery, or affect mortality
8. Any patients with burns and concomitant trauma (such as fractures) in which the burn injury poses the greatest risk of morbidity or mortality. In such cases, if the trauma poses the greater immediate risk, the patient may be initially stabilized in a trauma center before being transferred to a burn unit. Physician judgment will be necessary in such situations and should be in concert with the regional medical control plan and triage protocols.
9. Burned children in hospitals without qualified personnel or equipment for the care of children
10. Burn injury in patients who will require special social, emotional, or long-term rehabilitative intervention”

*(Excerpted from Guidelines for the Operations of Burn Units (pp. 55-62), Resources for Optimal Care of the Injured Patient: 1999, Committee on Trauma, American College of Surgeons)*

As such, the Town of Morristown will request that its workers' compensation carrier authorize the transfer of any firefighter burn victims meeting the above criteria to a hospital that is a Verified Burn Center (by the American Burn Association) and/or whose license from the New Jersey Department of Health and Senior Services includes licensed burn beds.

The Town will consult with the FMBA prior to making any changes to this policy.

MEMORANDUM OF AGREEMENT  
FMBA LOCAL 43 AND TOWN OF MORRISTOWN

Whereas, the FMBA Local 43 ("FMBA") and the Town of Morristown ("Town") entered into a memorandum of agreement dated 2/23/03 covering all terms for a successor collective bargaining agreement to the one that expired 12/31/01, covering the years 2002 through 2004, except for provisions for pay for firefighters serving on ambulance crews as EMTs; and

Whereas, Arbitrator John Sands subsequently issued an arbitrator's award dated 9/8/03 covering the EMT compensation issues; and

Whereas, the FMBA and the Town subsequently entered into a memorandum of agreement dated 7/7/04 modifying the 2002-2004 agreement to create an 'academy rate' of pay for certain new firefighters, and simultaneously increasing the clothing allowance for all members and revising terms for personal days; and

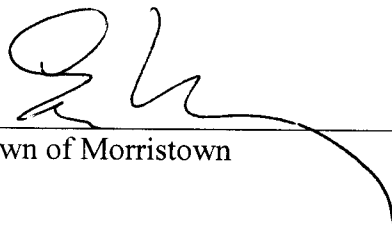
Whereas, the FMBA and the Town have entered into negotiations for contractual terms for the years 2005 through 2008, and have reached agreement;

The FMBA and the Town now hereby agree to terms for the period beginning January 1, 2005 and ending December 31, 2008, plus a modification of terms for the agreement for the period 1/1/2002 through 12/31/2004 related to compensation and benefits for firefighters hired on or after 8/17/2004, as follows:

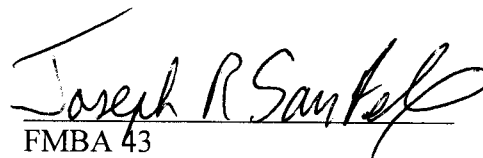
- 1) All terms previously agreed to by the parties in the memoranda of agreement dated 2/23/03 and 7/7/04, and directed in the 9/8/03 award of arbitrator John Sands are hereby confirmed, unless specifically modified in this memorandum of agreement.
- 2) The salary rates attached hereto as Schedule A shall apply to all firefighters hired on or after August 17, 2004.
- 3) The longevity pay rates attached hereto as Schedule B shall apply to all firefighters hired on or after August 17, 2004.
- 4) Annual clothing allowance shall increase to \$925 effective 1/1/05, to \$950 effective 1/1/06, and to \$975 effective 1/1/07. Effective 1/1/08 the uniform allowance shall be reduced to \$500 annually.
- 5) Provisions for college incentive pay shall be modified effective 9/1/04 to conform with those in the Town's collective bargaining agreement with FMBA 243, attached hereto as Schedule C.
- 6) Stipends for Firefighters serving as fire inspectors shall increase to \$1,325 effective 1/1/05, to \$1,400 effective 1/1/06, and to \$1,475 effective 1/1/08.
- 7) Salaries at all levels of the salary guide shall be increased by 3% effective 1/1/05, by 3% effective 1/1/06, by 4% effective 1/1/07, and by 4% plus a \$500 increase at each step effective 1/1/08.

- 8) The co-pay amount in the Blue Select PPO health benefits plan shall be increased to \$15 per doctor's visit effective 1/1/2006.
- 9) New firefighters hired on or after August 17, 2004, shall pay via payroll deduction 10% of the cost of the premium for dependent health insurance coverage for the Blue Select PPO plan for the first 84 months of employment. Thereafter, there shall be no contribution. The cost of the premium for dependent health insurance is the cost of the premium for the firefighter and his or her dependents less the cost of the premium for the firefighter alone. Should any such member elect PACE coverage, he/she shall pay the difference in cost between the PACE and Blue Select PPO plan in addition to the appropriate percentage of the premium for dependent health insurance coverage under the Blue Select PPO plan.
- 10) Provisional firefighters employed as of the date of this agreement, when subsequently given regular appointments off a civil service list, are not considered new employees for the new hire provisions in paragraphs 2, 3 and 9 of this agreement.
- 11) All provisions of the collective bargaining agreement that expired 12/31/2001 shall remain in place unless specifically modified by this memorandum of agreement or the aforementioned two memoranda of agreement, or the aforementioned arbitrator's award.

This memorandum of agreement is contingent upon ratification by the Town Council, in the case of the Town, and by the general membership of the FMBA, in the case of the FMBA.



Town of Morristown



FMBA 43

8-17-04  
Date