

AGREEMENT

Between

TOWNSHIP OF MORRIS, MORRIS COUNTY  
NEW JERSEY

and

LOCAL NO. 70  
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

**January 1, 2003 through December 31, 2005**



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## **PREAMBLE**

**THIS AGREEMENT**, made and entered into this, **22<sup>nd</sup>** day of **September** 2004, by and between the Township of Morris, a municipal corporation in the County of Morris and State of New Jersey (the "Township"), with offices at the Municipal Building, 50 Woodland Avenue, Morris Township, New Jersey 07961, as Public Employer, and Local No. 70, Firemen's Mutual Benevolent Association, with a mailing address of P.O. Box 15, Convent Station, New Jersey 07961 (the "Association"), as Public Employee Representative, is the final and complete understanding between the Township and the Association to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this Agreement, in order that more efficient and progressive public service be rendered.

## **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 full-time firefighter employees, covered in the aforementioned Certification, excluding all other employees of the Township, including police, professionals, managerial executives, confidential, craft workers, and all supervisors within the meaning of the Act.

## **ARTICLE II**

### **Township Rights and Responsibilities**

**Section 1:** In order to effectively administer the affairs of the Township Government and to properly serve the public, the Township hereby reserves and retains onto 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 Township;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees;
5. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of Township government; and
6. The Township shall exercise the foregoing rights in accordance with all applicable laws and the provisions of this Agreement.

Section 2: The Township's 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 thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and the United States.

Section 3: The Township shall furnish the Association with a copy of any change in the Rules and Regulations at least thirty (30) days prior to the effective date thereof.

### **ARTICLE III**

#### **Employees Rights**

Section 1: The Township hereby acknowledges that the fire personnel subject to this Agreement as public employees of the Township have certain rights under the laws of New Jersey to form, join and assist any employee organization or to refrain from any such activity, and both the Township and the Association agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

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

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 personnel file. Specifically excluded herefrom are references for employment submitted to the Township.

Section 4: No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless where the employer has probable cause to suspect that there is a job-related, individualized impact with respect to the specific employee being tested.

The Township agrees to follow the Attorney General's Guidelines and supply one (1) copy to the Association upon request.

#### **ARTICLE IV**

##### **Association Security/Dues Check-Off/Credit Union**

Section 1: All employees covered by this Agreement who are members of the Association at the time 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. Any member may resign from the Association effective January 1 or July 1 annually, in accordance with the noted requirements of N.J.S.A. 52:14-15.9e, by filing a notice of withdrawal thereunder. In the event the member fails to notify the Township on January 1, or July 1, or any year to cease dues deductions, such deductions shall continue for a six (6) month period thereafter. Notice of withdrawal must be submitted by the employee to the Association in writing and a copy thereof furnished to the Township.

Section 2: The Township agrees to deduct from the salaries of its employees who are members of the Association pursuant to Section 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 designee by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

Section 3: 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 4: Employees who select not to become members of the Association pursuant to Section 1 of this Article, shall be considered non-members. Notwithstanding said employees' withdrawal from the Association, a representation fee in lieu of dues for services rendered by the Association shall be paid in accordance with N.J.S.A. 34:13A-5.6. The representation in lieu of dues shall be an amount equivalent to eighty-five (85%) percent of the regular membership dues, fees and assessments. Said payment shall be deducted from the salaries of non-members pursuant to Section 2 of this Article.

Section 5: Payment of the representation fee in lieu of dues shall be made to the Association during the term of this Agreement affecting such non-member employees and during the period, if any, between successive Agreements so providing, on or after, but in no case sooner than the 30th day following the beginning of the employee's employment in the unit hereunder, and no sooner than the 10th day following re-entry into the unit hereunder but who continued in the employ of the employer in an excluded position.

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 7: 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 8:** The approved "Representation Fee: Demand and Return System" is attached as Schedule B.

## **ARTICLE V**

### **Association Business Leave**

- A. The Executive Delegate shall be granted time off from work to attend the regularly scheduled monthly meetings of the State Association. If the Executive Delegate cannot attend said monthly meeting, the Alternate Executive shall be allowed to attend the meeting in his place. The Association President may attend no more than six (6) such monthly meetings of the State Association per annum only in the event that the Executive Delegate is not able to attend or in the event that both the Executive Delegate and President are required to attend by the State Association. One month's prior notice must be given by the Association President to the Fire Chief before the meeting to be attended.
  
- B. The Township agrees to grant the necessary time off to the duly elected and authorized legislative representatives of the Association in accordance with N.J.S.A. 40A:14-177, for attendance at State Association Conventions, provided that one (1) month's notice is given to the Chief of the Department. The granting of such permission shall be for not more than four (4) elected and authorized representatives. A certificate of attendance at the State Association Convention shall be submitted to the Fire Chief by each duly authorized representative that attends the convention in order to receive leave with pay.

- C. The members of the Association's Negotiating Committee, not to exceed two (2) in number, shall, after adequate notice to the Chief of the Fire Department, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings, when such meetings take place at a time during which such members are scheduled to be on duty, between the Township and the Association for the purpose of negotiations of the terms and conditions of the Agreement.
- D. The President of the Association shall, after adequate advance notice to the Chief, be granted time off from duty and suffer no loss of pay for attendance at all meetings of the membership of the Association, when such meetings take place at a time during which such members are scheduled to be on duty, so long as the time off from duty works no hardship on the Department. The term "meetings", as used in this section, refers to regularly monthly meeting. The Association agrees to use every effort to schedule all meetings so as to minimize the time off from duty.

## **ARTICLE VI**

### **Overtime**

- A. All employees, except as otherwise provided herein, shall be paid time and one-half (1/2) their hourly rate of pay for each full hour of duty beyond the normal tour of duty. After an employee works one-half (1/2) hour of overtime, he shall receive overtime pay in one-half (1/2) hour increments for each one-half (1/2) hour worked. An employee's hourly rate of pay is determined by dividing the employee's annual base salary by two thousand eighty (2,080) working hours. Authorization for valid overtime work must be obtained from the Department Head prior to the overtime work being undertaken. As an alternative to the mandatory payment of overtime provided herein, an employee may elect to receive one and one-half (1 1/2) hours of compensatory time in lieu of overtime pay for each hour of overtime worked. The total accumulated compensatory

time that may be carried by the employee shall be capped at 152 hours in total. The capped hours shall be recorded in the Township of Morris payroll records based on the employees salary in the year earned. The number of compensatory time off hours, taken by the employees, shall be equal, hour for hour, to the amount accumulated. Should an employee choose to receive payment for compensatory time, the formula shall be; the current hourly rate divided into the accumulated value.

Any compensatory time accumulated above the capped 152 hours in a calendar year shall be used by the employee by no later than October 31st of each year. All unused compensatory time as of October 31st of each year shall be paid to the employee at the current rate of salary.

All requests for time off under this provision must be submitted on prescribed forms for the approval of the Chief.

It is understood that the request for compensatory time off will not create a need for overtime payment.

- B. Overtime, as set forth above, shall be paid when an employee who is eligible to receive it is required to work in excess of a completed tour of duty or on a regularly scheduled day off or on an official holiday. Holiday overtime pay does not apply to those employees who are otherwise compensated for the holiday.
- C. When the firefighter/inspector(s) or the firefighter/mechanic is assigned overtime duties of a firefighter (class 1), they shall be paid at a rate commensurate with their time and grade of a firefighter (class 1). This shall not impact any overtime in their assigned activities as firefighter/inspector or firefighter/mechanic.
- D. Any eligible employee shall be paid compensation at the overtime rate when authorized to work beyond his regular tour of duty by his Department Head or the Township Administrator.
- E. Overtime assignments shall be rotated on a fair and equitable basis. When an emergency arises and 48 hours notice cannot be given, the lowest man on the overtime

list shall be ordered to work when there is an open shift in the schedule. However, 48 hours notice shall be given for all scheduled overtime.

F. Employees called for emergencies are guaranteed a minimum of two (2) hours pay provided such call-in is not contiguous with the employee's work shift. The employer shall have the right to retain the employee for the full two (2) hour period. If an employee is called in to work two (2) hours or less before his normal starting time, the employee shall receive the overtime rate discussed in Section A above only.

**ARTICLE VII**

**Vacations**

A. All employees shall be granted the following annual leave for vacation purposes, with pay, in and for each calendar year, except as otherwise herein provided:

<u>Length of Service</u>	<u>Vacation Days</u>
Completion of six (6) months but less one (1) year	5 days
From 1st anniversary to 5th anniversary	10 days
From 5th anniversary to 12th anniversary	15 days
From 12th anniversary to 17th anniversary	20 days
From 17th anniversary to 22nd anniversary	25 days
After 22nd anniversary	30 days

B. Where in any calendar year the vacation or any part thereof is not granted by reason of the pressure of business, such vacation periods or parts thereof not granted shall accumulate and shall be granted prior to June 30th of the next succeeding year only. No annual vacation leave shall be taken without permission of the Department Head or the Township Administrator. The Township Committee shall be the sole judge as to whether or not the pressure of business warrants deferment of vacation after recommendation of the Township Administrator and Department Head.

- C. A vacation leave which an employee does not take of his or her own volition during any calendar year may be held over and taken prior to September 30 of the following calendar year and, if not so taken, shall expire and shall not accumulate. The scheduling of this vacation must be approved by the Department Head.
- D. If any official holiday as listed in this Agreement occurs during an employee's vacation, the employee shall be entitled to an additional day in lieu of the holiday.
- E. Employees shall choose their first (2) two weeks of vacation within the month of February of the calendar year, by seniority, with exception of mechanics and inspectors.
- F. Employees may take up to eighty (80) hours vacation leave in increments of workdays, which correspond, to their normal tour of duty at the discretion of the Chief of the Fire Department.
- G. A one (1) day vacation request shall be granted with three (3) days notice given prior to said day, with the approval of the Fire Chief, which shall not be unreasonably withheld.  
  
Employees may cancel vacation with four (4) days prior notice and reschedule at a subsequent time in accordance with the contract and past practice.
- H. Whenever any employee of the Association dies having to his credit any annual vacation leave properly accumulated, there shall be calculated and paid to his estate a sum of money equal to the compensation which would have been received by said person if he had lived.
- I. Employees may take vacation leave in 4-hour increments pursuant to the parties' past practice.
- J. Effective January 1, 1999, retiring employees shall receive credit for one-half (1/2) of the current year vacation if they retire prior to July 1 of any calendar year. If the retiring employees retires on July 1 or later, they shall be entitled to the entire vacation leave for the year.

## ARTICLE VIII

### Health, Dental and Prescription Insurance

- A. Health insurance, provided through the New Jersey State Health Benefits Program, will be provided by the Township for all employees subject to this Agreement in accordance with current Township policy at the expense of the Township, within sixty (60) days of the date of employment. Dependent coverage for health insurance is available for the employees at no additional charge and at the option of the employee. If the employee enrolls in an HMO as an alternative, the Township shall not pay a premium in excess of the family coverage rate for the traditional plan offered by the program.
- B. The Township reserves the right to change insurance carriers during the life of the Agreement, if the level of coverage is not diminished.
- C. The Township shall provide full family dental coverage as described in Schedule A, for all employees subject to the cost sharing provisions set forth in Paragraph F of this Article.
- D. If an employee dies in the course of his employment with the Township while in the line of duty, the Township shall continue for the employee's spouse and children who have not reached the age of nineteen (19) or if attending a college the age shall be 23, all medical coverage afforded to the members of the Association. The medical coverage afforded to an employee's spouse and children shall continue in full force and effective for a maximum of ten (10) years from the date of death of the employee. Should the wife remarry, the coverage shall cease to both spouse and children.
- E. While performing duties in the fire station, at a fire scene, at a training session or other detail, and in the line of duty, the Township agrees to reimburse any member of the Association the cost of repairs or replacement of eyeglasses, contact lenses or wristwatch damaged or lost in the line of duty. The cost of the wristwatch shall not exceed one hundred (\$100) dollars. Such damage or loss must be reported to the

officer in charge at the time of the occurrence. Said member shall present to the Chief a receipt for all repairs or purchases of glasses, contact lenses or watch. The Chief will then verify that the Loss Report has been received and verified by the officer in charge before payment voucher is authorized.

- F. Each employee shall share equally (50% employee contribution) in the annual premium increase above the 1991 annual premium rates for dental and prescription medication coverage. In addition all employees covered by this agreement shall pay the entire cost of the increased premium for the enhanced dental coverage as described in Schedule A.
- G. The Township shall provide employees and eligible dependents a Prescription Plan with a maximum co-payment per prescription of \$5.00 for generic prescriptions, \$10.00 for non-generic prescriptions, and \$0.00 for mail order prescriptions.

## **ARTICLE IX**

### **Holidays**

Employees shall be entitled to holidays as listed below: for the year 2003, employees will be paid for one-half of the holidays in accordance with present practice. Mechanics and Inspectors shall also be paid for one-half of the holidays set forth below.

- A. The following twelve (12) days are designated as official holidays. In January of each year an annual list shall be published indicating the dates that each holiday will be celebrated.

- \*New Year's Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- \*Memorial Day
- \*Independence Day
- \*Labor Day
- Columbus Day
- Veterans Day

General Election Day  
 \*Thanksgiving Day  
 \*Christmas Day

- B. Holidays that fall on a Saturday or Sunday will be observed on said day by all Collinsville and Mt. Kemble F.S. personnel. Holidays that fall on a Saturday will be observed on the preceding Friday by all non-Collinsville and non-Mt. Kemble F.S. personnel. Those holidays that fall on a Sunday will be observed on a Monday by all non-Collinsville and non-Mt. Kemble F.S. personnel. Holidays without an asterisk (\*) next to them are the six (6) days for which employees are paid at the end of the year. Past practice will be followed with regard to holidays with an asterisk next to them.
- C. Effective January 1, 2004, holiday pay shall be in the base rate of pay for all purposes.

**ARTICLE X**

**Salaries**

A. All employees covered by this Agreement shall receive the following base salaries:

Months of Service	2003	2003	2004	2004	2005	2005
	Class 1	Class 2	Class 1	Class 2	Class 1	Class 2
1-12	\$32,777.00	\$32,777.00	\$34,707.00	\$33,707.00	\$36,543.00	\$35,543.00
13-24	\$38,706.00	\$36,114.00	\$40,985.00	\$38,240.00	\$43,063.00	\$40,213.00
25-36	\$44,636.00	\$39,697.00	\$47,264.00	\$42,034.00	\$49,584.00	\$44,153.00
37-48	\$50,567.00	\$44,147.00	\$53,544.00	\$46,746.00	\$56,106.00	\$49,046.00
49-60	\$56,496.00	\$48,596.00	\$59,823.00	\$51,457.00	\$62,626.00	\$53,938.00
61-72	\$62,425.00	\$53,046.00	\$66,101.00	\$56,169.00	\$69,146.00	\$58,832.00
73-up	\$68,470.00	\$57,496.00	\$72,502.00	\$60,881.00	\$75,794.00	\$63,725.00
Firefighter/Inspector	\$72,579.00	XXXXXXXXXX	\$76,852.00	XXXXXXXXXX	\$80,311.00	XXXXXXXXXX
Firefighter/Mechanic	\$72,579.00	XXXXXXXXXX	\$76,852.00	XXXXXXXXXX	\$80,311.00	XXXXXXXXXX
Inspector (1 license)	3% base		3% base		3% base	

The parties agree to create a new firefighters position, which shall be known as a Class 2 firefighter. Class 2 firefighters will perform all firefighters jobs except driving the fire department apparatus. Any Class 2 firefighter required by the Fire Chief to drive the fire department apparatus and thus work in the acting capacity of a Class 1

firefighter shall be paid at the rate of the Class 1 firefighter for the time so assigned. Replacement of a Class 1 firefighters position(s) shall be from the current Class 2 firefighters, utilizing the top three candidates. If in the event that there is insufficient Class 2 firefighters to fill all Class 1 positions, past hiring practices will be utilized. Beginning January 1, 2004, there shall be a \$1000 (one thousand dollar) differential in the starting salaries between Class 1 and Class 2 firefighters, which shall be calculated as follows; the 2003 Class 1 starting pay plus the 2004 raise, minus \$1000 (one thousand dollars) equals the 2004 starting pay for Class 2 firefighter.

B. Temporary Assignment to firefighter/inspector

Any firefighter required by the Fire Chief to work in the acting capacity of a Firefighter/Inspector and holding the required licenses (fire/building) or (fire prevention) certifications shall receive a stipend for that duty. Minimum hours required to qualify for the stipend will be set at two (2) hours. Stipend will be established on the firefighter's base pay, if the firefighter holds both licenses and certification the stipend is based on 6%, if the firefighter holds only one of the requirements the stipend is based on 3%.

C. Temporary Assignment to Firefighter/Mechanic

Any firefighter required by the Fire Chief to work in the acting capacity of the firefighter/mechanic, or to assist an outside mechanic, or a career firefighter/mechanic, shall receive a 3% (three percent) stipend for those hours worked. The minimum hours shall be set at two (2) hours.

D. Temporary Assignment to Captain's Duties.

When a Captain is absent and the Fire Chief temporarily assigns a firefighter to the duties of a Captain, and such firefighter performs a Captain's duties for one (1) day or more, then the firefighter shall be paid at the rate for a Captain for all time worked as an acting Captain. The said rate shall be the only salary the firefighter shall be paid during the period he serves as Acting Captain.

- E. When the contract is agreed upon by both parties, the raise shall be paid no later than February 15 of each year upon adoption of the salary ordinance and temporary budget.
- F. Effective January 1, 1998, employees shall receive their salary on a bi-weekly basis.

## **ARTICLE XI**

### **Training Time**

- A. All employees are required to take training as determined by the Fire Chief. The needs for required training shall be determined solely by the Fire Chief in the case of each employee. An employee may be scheduled for required training in any of the following areas: (a) Firefighter courses I, II, and III; (b) CPR.; (c) C.I.M. First Responder; (d) Hazardous Materials; (e) Advanced Pump Operations; (f) Advanced Truck Operations; and (g) Heavy Rescue and Vehicle Rescue Operations. However, other areas of required training may be authorized by the Fire Committee upon the request of the Fire Chief. Courses identified herein as required training are designated as such solely for the purposes of this Article and such designation does not mean that an employee who does not take one or more of these courses is not qualified to perform his duties as a Fireman. The number of employees scheduled for required training and the courses taken by them shall be as determined solely by the Fire Chief. Employees may be recalled to duty for required training. Firefighter courses I, II, and III must be completed before additional training may be taken.
- B. All employees shall be paid time and one-half their hourly rates of pay for each full hour of required training taken beyond their normal tours of duty. Payment for this required training time shall be made in lieu of overtime pay and not in addition thereto. Training time pay shall be provided in one-half hour increments and shall be calculated and paid, either in cash or compensatory time, as in the case of overtime pay as specified by Article VI, Overtime, above. Required training taken by employees

during their normal tours of duty shall not be subject to training time (extra) compensation.

- C. Voluntary training (as distinguished from required training as discussed above) is job related but not job required as currently allowed under Article XVIII, College Incentive Program - Educational Assistance. Voluntary training will continue as in the past and shall be unaffected by the provisions of this Article dealing with Training Time. There shall be no payment to employees for time spent taking voluntary training as employees shall only be reimbursed for tuition and books as set forth under Article, XVIII, aforesaid. Employees must secure prior approval from the Chief of the Department before attending classes and/or seminars.
- D. All employees shall be reimbursed at the rate of \$.21 per mile for use of their personal vehicles for traveling to and from class to attend required training courses described in Paragraph A of this Article, when a municipal vehicle is not available.
- E. The Township agrees to pay for books and tuition for the Continuing Education Units needed to maintain the certification of those members of the department that are Emergency Medical Technicians.
- F. Effective January 1, 2000, all employees who possess or obtain EMT certification and maintain such certification shall receive a stipend of \$500 for year 2000. The stipend will be paid on the first payday in December. In 2001 \$ 500 will be rolled into the salary for all firefighters.
- G. Effective January 1, 2005, firefighter employees who possess or maintain EMT certification shall receive an additional \$500, which shall be rolled into the salary of the firefighter employees, to compensate members for off duty EMT Training.

## ARTICLE XII

### Personal Days

- A. Each employee shall be entitled to two (2) workdays of personal leave a year with pay, to be taken in full shifts only, as follows:
1. Employees working the eight (8) hour shifts shall be entitled to 16 hours of personal leave per year.
  2. Employees working the 12-hour shifts at Stations No. 1 and No. 2 shall be entitled to an additional 8 hours of personal time for a total of 24 hours per year. These additional 8 hours shall be deducted from the employee's sick leave for a total of 112 sick leave hours per year.
  3. Employees working the 10 hour shifts shall be entitled to a total of 20 hours of personal leave per year. These additional 4 hours shall be deducted from the employee's sick leave for a total of 116 sick leave hours per year.
  4. The increased personal leave hours set forth in Paragraphs A (2) and A (3) shall be effective January 1, 1998.
  5. If the 4 hours or 8 hours additional personal time is not used by December 15th, such employee shall notify the Township to credit those hours to their sick leave.
- B. Applications in writing for a personal day must be submitted to the Fire Chief at least four (4) days in advance of the requested day, except in emergency.
- C. A new employee must have a minimum of six (6) months service credit with the calendar year before he/she is eligible for this benefit for the same calendar year.
- D. Personal leave days shall not accumulate from year to year.

## ARTICLE XIII

### Sick Leave

The following regulations shall apply to sick leave of all full-time municipal employees:

- A. "Sick Leave" is defined as the absence from duty of an officer or employee because of illness, accident, exposure to contagious diseases and attendance upon members of his or her immediate family because of illness requiring the care and attendance of such officer or 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.
- B. Sick leave with pay, in addition to the annual vacation shall be one (1) day's leave for every month of service, plus three (3) additional days for July, for a total of 15 days per year. If any employee requires none or only a portion of his or her allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year, and he or she shall be entitled to such accumulated sick leave with pay as and when needed. Accumulated sick leave pay shall not be paid upon retirement except as modified in Section F.
- C. Each department head will maintain record cards for each employee upon which he will record the total sick leave. All absences will be maintained upon these cards, and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record.
- D. Where employees have left the Township's employ and subsequently were re-employed, the last date of re-employment is to be used as employee's service date with the Township.
- E. The Township reserves the right to have any employee reported or reporting as ill or sick to be examined by a physician designated by the Township. The Township may require an employee who has been off duty for a continuous period longer than three (3) days to furnish the Township with a physician's certificate that the employee is

physically fit and able to resume his duties, and the Township shall also have the right to have such employee examined physically by a physician of its own choice to determine whether or not such employee is able to resume his duties and employment.

- F. Accumulated, unused sick leave is not reimbursed, except to eligible employees of the Township who retire or resign from the Township's service under honorable conditions after fifteen (15) years of service or who die while a Township employee. The rate of reimbursement is forty (40%) percent of one day's pay (at the current wage rate) for up to a maximum of two hundred fifty (250) accumulated sick days. The maximum amount of this benefit shall be \$25,000.
- G. Employees disabled as a result of their employment, with verification by a Township certified physician, shall be granted thirty (30) days, or any fraction thereof, of sick leave in addition to his/her annual sick leave.
- H. If additional sick time is required, the decision for continuation of disability status, on a paid or partially paid basis, is determined by the Township Committee in consultation with an examining physician. Approval for extension of leave is granted for a thirty (30) day period of time, but in no case may a paid disability leave exceed one (1) year.
- I. Employees on paid sick leave, eligible for and receiving Workers' Compensation, are paid only that portion of their wages, which will total the normal earnings.
- J. Employees shall be advised annually of their accumulated sick time.

#### **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 family. Effective January 1, 1997, all employees assigned to a 12-hour schedule shall receive an additional four (4) hours bereavement leave for a maximum total of 36 hours. 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, spouse's child, foster child, 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, the last day off shall be the day of the funeral.

In addition to the above, a one-day bereavement leave, with pay, is granted to the employee to attend the funeral 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 XV**

### **Military Leave**

Any employee who is a member of the National Guard or Naval Reserve or of a reserve component of any of the Armed Forces of the United States shall be granted a leave of absence, with pay, for annual duty or training. This leave is granted in addition to the regular vacation leave, subject to state statute 38A:4-4. Employees shall be compensated for the differential between the military compensation and their regular wages.

## **ARTICLE XVI**

### **Jury Duty Leave**

1. Employees are entitled to jury duty leave when summoned to serve as a juror. Employees shall be compensated for the differential between the court compensation and their regular wages.
2. Court Attendance

Except in civil proceedings, each employee, when required to attend court on behalf of the Township on his or her off duty time, shall receive overtime compensation at the rate of time and one-half if this time exceeds his or her normal tour of duty, for attendance at Municipal Court, (including municipal administrative hearings) Superior Court and Federal Court. Attendance at Superior and Federal Courts shall include Grand Jury proceedings and State and Federal administrative hearings. No payment shall be made hereunder to an employee for attendance in a civil proceeding.

3. Any employee on duty will report back to work upon completion of their court appearance.

## **ARTICLE XVII**

### **Leave of Absence Without Pay**

Leave of absence without pay may be requested by any employee who shall submit, in writing, all facts bearing on the request to his Department Head, who shall append his recommendation and forward the request to the Township Administrator for recommendation and for consideration by the Township Committee. Each case will be considered on its merits and without establishing a precedent.

Leaves of absence without pay may be granted by the Township Committee for a period not exceeding three (3) months, which period may be renewed for a total not exceeding one (1) year to any employee.

## **ARTICLE XVIII**

### **College Incentive Program - Educational Assistance**

- A. The Township endorses a policy of self-improvement and supports an educational assistance program. Approval is based on job-relativity, a determination which is made by the Department Head. All requests for approval and reimbursement must be

processed and receive the approval of the Fire Chief and/or Township Administrator prior to enrollment in the course under consideration.

- B. The Township will pay full cost of tuition and books provided that the individual(s) obtains a passing grade (C or better) in course(s) of study. A maximum of three (3) firefighters shall each be allowed to take up to six (6) credits in each of three (3) semesters (spring, summer and fall) for a total not to exceed eighteen credits annually. Firefighters who are currently attending college shall be given priority if the number of firefighters requesting to attend exceeds the maximum.
- C. Job related courses are those that are based on fire prevention or suppression activities and must have some relationship to firematic duties of the Fire Department; such as, but not limited to, approved courses required to attain an Associate's Degree or Bachelor's Degree in Fire Science. Approved shall be defined as approval by the institution offering the courses for the degree.

## **ARTICLE XIX**

### **Rules and Regulations**

- A. The Township may establish and enforce reasonable and just rules and regulations in connection with its operations of the Fire Department and maintenance discipline provided such rules and regulations are not in conflict with provisions of this Agreement. Prior to any change in the rules and regulations, such changes shall be discussed with the Association.
- B. It is understood that employees comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of superiors. If any employee or employees believe a rule, regulation, instruction or order of a superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, instruction, or order but with further provision that such employee or

employees may regard the rule, regulation, instruction or order as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

- C. The Township agrees to provide a copy of the Rules and Regulations to the Association.
- D. The F.M.B.A. shall have two (2) members present at any Rules and Regulations Committee Meetings.

## **ARTICLE XX**

### **Probationary Period**

All employees hired during the term of this Agreement shall serve a probationary period one (1) year. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

## **ARTICLE XXI**

### **Performance Evaluation**

The existing "Employee Performance Evaluation System", (attached as Schedule D) promulgated by the Township and attached hereto shall remain in effect except that it shall be modified as follows:

1. Performance evaluation ratings shall be in writing at least once a year.
2. The Performance Evaluation System shall explain the system, list the procedures used to evaluate the employees and include the rating form to be used in the evaluation of the employees.

3. The Township and the Association must agree on the Performance Evaluation System before it is implemented and it shall remain Schedule D in the agreement between the Association and the Township.
4. An employee must receive at least two consecutive unsatisfactory performance ratings before any action may be taken by the Township to use such ratings as a basis for withholding payment of a step in the increment system or granting a reduced increment.
5. Any complaint by an employee with regard to a rating or to the performance evaluation proceeding shall be subject to being processed through the grievance procedure.

## **ARTICLE XXII**

### **Scheduling**

A. The schedule for the employees stationed at the Collinsville and Mt. Kemble firehouses will be as set forth on the attached Schedule E. The week for these employees shall be an average of forty-two (42) hours per week and the shifts shall be 8:00 A.M. to 8:00 P.M. These employees shall not receive additional compensation for the averaged additional two (2) hours per week. However, they shall be entitled to overtime compensation in accordance with Article VI. The overtime rate shall be computed using a forty (40) hour workweek.

The workweek for all other employees shall remain forty (40) hours per week, Monday through Friday inclusive. Employees (except the rotator and those stationed at the Collinsville and Mt. Kemble firehouse) will normally work an eight (8) hour tour of duty between the hours of 8:00 A.M. and 5:00 P.M. and will receive one (1) hour unpaid lunch period each day as scheduled by the Fire Department. A one month actual schedule showing all assignments will be provided to all employees at least five (5) staff working days before the next month's schedule goes into effect. Any change of vacation must be submitted at least ten (10) days before the next schedule goes into effect.

- B. The employee assigned to the rotator position shall work between the hours of 8:00 A.M. Monday – 8:00 P.M. Friday, an average of a 40 hour work week. No shift shall be less than 4 hours and if assigned said 4 hour shift it shall fall between the following times:
1. 8 A.M. to 12 Noon, Monday-Friday
  2. 12 Noon to 4 P.M., Monday-Friday
  3. 1 P.M. to 5 P.M., Monday-Friday
- The rotator must receive his monthly schedule five (5) staff working days before the next months schedule goes into effect. He shall not be assigned to work more than eight (8) hours unless previously scheduled.
- C. If in the event that the Township decides to revert back to the Hillside 6:00 A.M. to 6:00 P.M. schedule, the original contract language will be set back into place after a sixty (60) day notice to the FMBA.
- D. The existing practice with regard to interdepartmental memos for time off, adjustments, vacation splitting shall continue.
- E. The new schedule for employees shall remain in effect and will only be modified by agreement of the parties with the exception of Paragraph (C) herein.

### **ARTICLE XXIII**

#### **Outside Employment**

- A. An employee may hold an outside job after working hours if it does not interfere or conflict with his/her employment with the Township. An example of an outside job which interferes with his/her work is one that involves such hours of work or physical effort that it reduces the quality or quantity of service to the Township or jeopardizes the health of the individual.
- B. A conflict of interest determination is made solely by the Administrator on an individual basis.

## **ARTICLE XXIV**

### **Safety**

- A. Safety equipment is provided for the employee's protection in those areas considered hazardous. Posted rules for the use of such equipment are to be observed.
- B. Any injury incurred on the job should be immediately reported to the supervisor. Both short and long-term benefits are protected by strict adherence to this policy.
- C. An Accident Prevention and Risk Management team shall be formed and meetings shall be held at least four (4) times a year, in each quarter of the year, at the call of the chair. The committee shall consist of three (3) members of the Association, the Township Administrator, five (5) volunteer firefighters (one from each company), the Senior Battalion Chief, and the Fire Chief or his designee will be the chairperson. If the Township Administrator is unable to attend any meeting, the meeting shall be postponed to another date within that quarter of the year.

The committee shall study the accident history of the Fire Department and other fire safety related matters and make recommendations for corrective action to avoid repetition of the accidents. The recommendations shall be forwarded to the Fire Chief for his consideration.

## **ARTICLE XXV**

### **Conventions, Conferences, Seminars**

Employees join organizations for both professional and private reasons, and annual conventions are an established custom. Convention leave, with pay, is authorized by State law for employees belonging to, and elected delegates for, conventions covered by statute and pursuant to Article V.

## **ARTICLE XXVI**

### **Uniforms**

- A. Uniforms shall be ordered by the Fire Chief no later than May 15th of each year. An effort will be made consistent with law to select vendors who will provide the clothes within thirty (30) days of order. The current clothing allotment is detailed in Schedule C.
- B. The annual clothing maintenance allowance shall be \$650 per year, payable on the first payday of May each calendar year.

## **ARTICLE XXVII**

### **Promotions**

Promotions shall be made in accordance with N.J.S.A. 40A:14-29.

## **ARTICLE XXVIII**

### **No Strike Pledge**

- A. The Association acknowledges that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the Township and that there should be no interference with such operation.
- B. In light of the foregoing and the fact that adequate procedures exist the peaceful and orderly resolution of grievances arising under this Agreement, the Association covenants and agrees that during the term of this Agreement neither it nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in, any strike (including the concerted failure of two or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slowdown, walkout or

other job action or the invocation of sanctions against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

In the event of a strike, mass resignation, mass absenteeism, work stoppage, slowdown, walkout, job action or the invocation of sanctions, it is agreed that participation in any such activity by any Association member shall entitle the Township to invoke any of the following:

- a. Withdrawal of Association recognition;
  - b. Withdrawal of dues deduction privileges previously granted;
  - c. Such activity may be grounds for discipline, up to and including termination.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Association or its members.

## **ARTICLE XXIX**

### **Disciplinary Action**

Any employee covered by this Agreement shall be subject to disciplinary action including, but not limited to, oral or written reprimand, suspension from work with or without pay, reduction in grade or dismissal, according to the nature of the infraction, for just cause which includes, but is not limited to, the following:

1. Neglect of duty.
2. Incompetence or insufficiency.
3. Insubordination or serious breach of discipline.

4. Consumption of alcoholic beverages while on duty, or reporting to work in unfit condition.
5. Consumption of drugs while on duty.
6. Chronic or excessive absenteeism.
7. Disorderly or immoral conduct.
8. The conviction of any criminal act or offense.
9. Negligence of or willful damage to public property or waste of public supplies.
10. Conduct unbecoming an employee in the public service.
11. The use or attempt to use one's authority or official influence to control or modify a political action of any person in the service or engaging in any form of political activity during working hours.
12. Unauthorized use of municipal vehicles or other equipment.

Disciplinary proceedings shall be conducted in accordance with N.J.S.A. 40A:14-19 et seq. and are grievable under the terms of the contract, if not covered by statute.

### **ARTICLE XXX**

#### **Grievance Procedure**

A. **Definition**

Grievance - A grievance is any alleged violation of term and conditions of employment as set forth in this Agreement or any dispute with regard to the Agreement's meaning or application.

B. **Purpose**

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under the Agreement.

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes.

C. Procedure

An aggrieved employee or the Association must file his grievance in writing with the Chief within five (5) working days 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 days from receipt of the grievance within which to respond to the employee and the Association.

**STEP 2:** In the event that there is not a satisfactory resolution of the grievance at Step 1, or an answer given within the time provided, the aggrieved employee or the Association may present the grievance to the Township Grievance Committee within five (5) working days thereafter. This Committee shall be comprised of the Township Administrator and two (2) persons appointed by the Township Committee. Upon receipt of the grievance, this Committee shall investigate the grievance and shall render a decision thereon within ten (10) working days.

**STEP 3:** In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by the Township Grievance Committee within the time allowed, the aggrieved employee may appeal to the Township Committee within ten (10) work days thereafter. Where an appeal is filed with the Township Committee, the grievance shall file:

1. Copy of the written grievance discussed below;
2. Statement of factual and legal contentions upon which the grievance relies;
3. A statement of the results of prior discussions thereon; and

4. A statement of the grievance's dissatisfaction with such results.

If the grievance in his appeal to the Township Committee does not request a hearing, the Township Committee may consider the appeal on the written record submitted to it or the Township Committee may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Township Committee, copies thereof shall be given to the aggrieved employee who shall have the right to reply thereon. Where the grievant requests in writing a hearing before the Township Committee, a hearing shall be held.

The Township Committee shall make a determination within thirty (30) days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative, if there be one, and other parties, if any, of its determination. This time period may be extended by mutual agreement of the parties.

**STEP 4:**

In the event that a grievance has not been satisfactorily resolved to the satisfaction of the employee and/or the Association at Step 3 (Township Committee) of the grievance procedure within 30 days after submission of the grievance at Step 3, then the Association, within 30 days after it receives an unsatisfactory Step 3 decision or within 30 days after the 30 days from the date of the submission of the Step 3 grievance may request binding arbitration of the grievance. This request may be brought only by the Association by mailing a written request for arbitration to the Public Employment Relations Commission (PERC) and at the same time mailing copy of said request to the Township. Arbitrators shall be selected in the procedures of the Public Employment Relations Commission.

1. The determination of the Arbitrator shall be final and binding upon all parties. The reasonable expenses of the arbitrator shall be borne equally by the Township and the Association. Association witnesses and an Association representative shall be given

time off with pay to attend any arbitration proceedings if said proceedings occur during on-duty hours.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be in writing with reasons therefor and shall be final and binding.
- D. Upon notice to the Fire Chief the designated Association representatives shall be appointed as members of the Grievance Committee to confer with employees and the Township on specific grievances and to attend grievance meetings in accordance with the grievance procedure set forth herein during working hours of employees without loss of pay.
- E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- F. No grievance may be presented or processed without the Association's consent, and an Association Representative shall, if desired, by the Association, be present at all steps of the grievance procedure.

## **ARTICLE XXXI**

### **Mutual Swap**

Any employee may upon request to the Chief of the Fire Department by inter-office memo, be granted special leave with pay for any days on which he is able to secure another employee to work in his place provided:

- (a) Such substitution does not impose any additional costs to the Township.
- (b) Such substitute shall be qualified to perform the duties of the employee he replaces.

Such leave shall not be unreasonably denied.

## **ARTICLE XXXII**

### **Savings Clause**

Should any part of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or any decree of court or competent jurisdiction, such invalidation of such part or portion thereof shall not invalidate the remaining portion of this Agreement

## **ARTICLE XXXIII**

### **Full Bargained Provisions**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all of all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless herein specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

**ARTICLE XXXIV**

**YMCA Corporate Membership**

The Township shall provide two (2) annual corporate memberships in the YMCA for the use of the members of the Paid Division of the Fire Department.

**ARTICLE XXXV**

**Term and Renewal**

This Agreement shall be in full force and effect as of January 1, 2003, and shall remain in effect to and including December 31, 2005, without any re-opening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, on or before September 1, 2005, prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**FMBA LOCAL 70**

**TOWNSHIP OF MORRIS**

\_\_\_\_\_  
Jeffery Gast, President

\_\_\_\_\_  
H. Scott Rosenbush, Mayor

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Cathleen Amelio  
Township Clerk

\_\_\_\_\_  
Date

(SEAL)

## SCHEDULE A

### DENTAL PLAN

#### BENEFITS

(Percentage of Delta's Allowable Charges)

Preventive & Diagnostic Services	100%
Remaining Basic Services	90%
Crowns	90%
Prosthetic Services	50%
Orthodontic Services	50%

(for eligible employees and dependents)

#### DEDUCTIBLE

- Deductible per patient for each calendar year (not applicable to Preventive & Diagnostic Services)  
\$ 25
- Deductible per family for each calendar year (not applicable to Preventive & Diagnostic Services)  
\$ 75

#### MAXIMUM

Calendar year maximum per patient for:

	<b>Standard</b>	<b>Enhanced</b>
• Preventive & Diagnostic, Basic, Crowns and Repair of Dentures.	\$1000	<b>\$1,500.</b>
• Lifetime maximum per patient for Orthodontic Services	\$2000	<b>\$4,000.</b>

### PRESCRIPTION PLAN

- A. **PRESCRIPTION DRUGS.** Drugs, biologicals and compounded prescriptions which are sold only by prescription and which are required to show on the manufacturer's label words: "Caution, Federal Law Prohibits Dispensing Without Prescription" or which are determined as such by the Plan.
- B. **PRESCRIPTION ORDER.** The request for drugs issued by a Physician licensed to make the request in the course of his professional practice.
- C. **PRESCRIPTION MAIL ORDER.** For the purposes of this Exhibit, an Eligible Person's request that a Prescription Order for maintenance drugs be filled and mail to him or her by a licensed mail order pharmacy which has a written agreement with the Plan to dispense prescription drugs to Eligible Persons.
- D. **PARTICIPATING PHARMACY.** Any Pharmacy, including a mail order pharmacy, which has entered into a Prepaid Prescription Agreement with Blue Cross and Blue Shield of New Jersey, Inc. or any other Participating Blue Cross Plan indicated by Blue Cross and Blue Shield of New Jersey, Inc.

- E. **NON-PARTICIPATING PHARMACY.** Any Pharmacy other than a Participating Pharmacy which regularly sells Prescription Drugs.
- F. **PARTICIPATING PLAN.** Any Blue Cross Plan or Blue Shield Plan or other affiliate which has a written agreement to provide benefits to Eligible Persons as described in this Exhibit.
- G. **CO-PAYMENT.** The amount charged to the Eligible Person by a Participating Pharmacy, or deducted from a claim submitted directly to the Plan by an Eligible Person. This applies to each Prescription Drug, on a Prescription Order or authorized refill, and to insulin. The payment per prescription of \$5.00 for generic prescriptions, \$10.00 for brand name prescriptions and \$0.00 for mail order prescriptions.

## **SCHEDULE B**

### **REPRESENTATION FEE: DEMAND AND RETURN SYSTEM**

#### **I. Introduction.**

This document sets forth the procedure to be used to determine the amount of the representation fee that will be assessed to all non-members of Morris Township Firemen's Mutual Benevolent Association Local No. 70 ("FMBA Local No. 70"). This procedure is designed to comply with the requirements of New Jersey and Federal law as those requirements have been explicated in recent court decisions and the rules of the New Jersey Public Employment Relations Commission Appeals Board. It will be reviewed periodically and revised as may be necessary to reflect legal developments in this area.

#### **II. Purpose of Fee.**

Retroactive to the first full pay period for calendar year 1992, all eligible non-member employees in the bargaining unit represented by FMBA Local No. 70 are required to pay to FMBA Local No. 70 a representation fee in lieu of dues ("representation fee") for services rendered by FMBA Local No. 70. Nothing herein shall be deemed to require any employee to become a member of FMBA Local No. 70.

#### **III. Fiscal and Dues Year Designation.**

The Fiscal Year is January 1 through December 31.

#### **IV. Annual Notice to Non-Members.**

Prior to deducting the representation fee from payroll, FMBA Local No. 70 must provide all persons subject to the fee with an adequate explanation of the basis of the fee, which shall include:

- A. A statement, verified by an independent auditor or by some other suitable method of FMBA Local No. 70's expenditures for its most recently completed Fiscal Year. The statement must set forth the major categories of expenditures and identify expenditures of FMBA Local No. 70 which are in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of benefits only available to non-members of FMBA Local No. 70.
- B. A copy of the demand and return system, including instructions to persons paying the representation fee as to how to request review of the amount assessed as a representation fee.

- C. The name and address of the financial institution where FMBA Local No. 70 maintains an account to escrow portions of representation fees reasonably in dispute. The prevailing interest rate of the account will be disclosed as well.
- D. The amount of the annual representation fee or an explanation of the formula by which the representation fee is set, and the schedule by which the fee will be deducted from pay.

**V. Amount of Fee.**

Prior to the beginning of each year, FMBA Local No. 70 will notify the Township, in writing, of the amount of regular membership dues, initiation fees and assessments charged by FMBA Local No. 70 to its own members for that agreement year, and the amount of the representation fee for that agreement year. Any year shall be made in accordance with the following procedure. The president of FMBA Local No. 70 shall certify to the Township the amount of dues and shall notify the Township of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by FMBA Local No. 70 to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fees exceed 85% of the regular membership dues, fees and assessments.

**VI. Deduction and Transmission of Fee.**

- A. Once during each agreement year, FMBA Local No. 70 will submit to the township a list of those employees who have not become members of FMBA Local No. 70. After verification by the Township that these employees must pay the representation fee, the Township will deduct the fee in accordance with this article.

FMBA Local No. 70 may collect the representation fee through payroll deductions provided that membership in FMBA Local No. 70 is available to all employees on an equal basis. FMBA Local No. 70 will notify the Township, in writing, of any changes in the list of non-members provided and such changes will be reflected in any deductions made more than ten (10) days after the Township receives said notice.

- B. The mechanics and schedule of deducting the representation fee will, as nearly as possible, correspond to the deduction and transmission of regular membership dues to FMBA Local No. 70.
- C. In no event will the representation fee be deducted from a new employee before thirty (30) days from the beginning date of employment in a position in this unit.

## **VII. Demand and Return System.**

Payment of the representation fee entitles the non-member to review the calculation of the representation fee. To obtain review, a non-member must notify FMBA Local No. 70 by mailing a review request to the President of FMBA Local No. 70, P.O. Box 15, Convent Station, NJ 07961. The review request shall be in written form and shall include the employee's name, social security number, home address and a statement indicating that the mailing is a review request.

FMBA Local No. 70 shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by FMBA Local No. 70 that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to non-members of FMBA Local No. 70.

The deduction of the representation fee shall be available only if FMBA Local No. 70 establishes and maintains this review system.

The representation fee will be annually adjusted to reflect the actual expenditures during the past year.

In order to be timely, the request for review must be made within thirty (30) days of receipt of an annual notice containing the information enumerated at IV, by FMBA Local No. 70. Annual Notice to Non-Members, found herein. Under this system, the burden of proof is on FMBA Local No. 70.

FMBA Local No. 70 must complete any proceeding in the demand and return system within sixty (60) days after the payroll deductions for the current year have commenced. After sixty (60) days, any pending review request is deemed exhausted. Any non-member may then file a petition of appeal with the New Jersey Public Employment Relations Commission Appeals Board ("Appeal Board"). A non-member may also appeal the completed proceeding.

A petition of appeal seeking review by the Appeals Board of a representation fee must be filed within six (6) months after payroll deductions have commenced.

Upon completion of a proceeding, a written decision shall be issued to each non-member who requested a review of the fee. If the proceeding determines that an excess was charged, the excess will accompany the written decision.

If the amount returned is equal to or less than the amount held in escrow, then the actual interest earned will be paid to the non-member. If the amount returned is greater, then the non-member will receive interest payable at the judgment rate (Rule 4:42-11) for the entire amount of the rebate.

FMBA Local No. 70 will place in escrow, an amount reasonably representative of the dispute, in First Union Bank located at 28 Madison Avenue, Morristown, New Jersey. FMBA Local No. 70 shall submit a copy of the Demand and Return System to the Township.

## **SCHEDULE C**

### **UNIFORM ALLOWANCE**

#### **INITIAL ISSUE:**

6 - Firewear trousers or equal.  
6 - Firewear shirts or equal long sleeve.  
1 - Firewear shirt short sleeve or equal.  
4 - Short sleeve one hundred percent (100%) cotton Navy blue golf shirts with Maltese cross on left breast.

1 - Navy Blue Coveralls

1 - Lion Station Wear coat or equal (for employees hired after January 1, 2003).

1 - Protective CPR Mask

1 - Ball cap (to be purchased by F.M.B.A. as approved by the fire chief)

All initial issue items, with the exception of the ball cap, shall be replaced when the item(s) become ripped, stained, worn out, or otherwise cannot be repaired by the employee.

The replacement items shall be ordered by the Fire Chief after the item (s) have been turned into the Fire Chief. A receipt for the surrendered item(s) shall be issued to the employee(s) as proof that 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.

#### **Each Year**

1 Sweatshirt

1 pair. work boots Redwing Model #2243 (or equal) **or**

1 pair. work shoes Redwing Model #6641 (or equal)

As of January 1, 2004 the fire inspector(s) shall receive two (2) pair of work boots or work shoes, as listed above, each year.