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THIS DOES NOT  
CIRCULATE

A G R E E M E N T

Between

TOWNSHIP OF MILLBURN,  
ESSEX COUNTY, NEW JERSEY

and

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION,  
LOCAL 32

LIBRARY  
Institute of Management and  
Labor Relations

OCT 18 1979

RUTGERS UNIVERSITY

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January 1, 1979 through December 31, 1980

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LAW OFFICES:

MURRAY, GRANELLO & KENNEY, ESQS.  
25 Sycamore Avenue  
Little Silver, New Jersey 07739

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PREAMBLE

This Agreement effective as of the 1st day of January, of the term of this Agreement, by and between the TOWNSHIP OF MILLBURN, NEW JERSEY, hereinafter referred to as the "Township", and LOCAL NO. 32 FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION, hereinafter referred to as the "F.M.B.A.", is designed to maintain and promote a harmonious relationship between the parties.

ARTICLE I

RECOGNITION

The Township recognizes the F.M.B.A. as the sole and exclusive bargaining representative for all uniformed employees in the Fire Department, now employed or hereafter employed, except the Fire Chief and volunteers.

ARTICLE II  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the F.M.B.A.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the F. M. B. A. or the Township.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee, or the F.M.B.A., shall institute action in writing under the provisions hereof within

Grievance Procedure continued:

ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief of the Department, or his designee, for the purpose of resolving the matter. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

(b) The Chief of the Department, or his designee, shall render a decision in writing within ten (10) days after receipt of the grievance.

STEP TWO:

(a) In the event the grievance is not settled through Step One, the same shall be filed with the Committeeman for the Fire Department (or her designee) within five (5) days following the determination by the Chief of the Department.

(b) The Committeeman for the Fire Department, or her designee, shall render a decision in writing within five (5) days from the receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Committeeman for the Fire Department, the matter may be submitted to the Mayor and Committeemen.

(b) The Mayor and Committeemen shall review the matter and make a determination within ten (10) days from the receipt of the grievance.

STEP FOUR - Advisory Arbitration

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the American Arbitration Association for Advisory Arbitration within ten (10) days after the determination by the Mayor and Committeemen. An arbitrator shall be selected and a mutually agreeable hearing date established, pursuant to the Rules of the A.A.A.

(b) In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and the F.M.B.A. shall pay whatever costs may have been incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and 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.

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the F.M.B.A. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.



ARTICLE III

HEALTH AND WELFARE - INSURANCE

A. The Township shall provide enrollment in the State Health Benefits program for all permanent employees who have been on the payroll for two (2) months, at the beginning of the third (3rd) month of employment. The Township shall pay the full cost of the foregoing program for the employee and his family. Nothing shall preclude the right of the Township to change insurance carriers so long as substantially similar benefits are provided.

B. The Township agrees to provide liability insurance coverage in accordance with applicable statutes covering its employees.

C. The Township agrees to continue to provide health care benefits to permanent employees who retire after January 1, 1979 to the extent that the health plan permits such provision.

ARTICLE IV

RETENTION OF BENEFITS

A. Those Provisions of Municipal Ordinances which are applicable to employees covered by this Agreement shall remain in full force and effect, except as modified herein, during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE V

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the F. M. B. A. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike or other deliberate interference with normal work procedures against the Township.

B. 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 for injunction, or damages, or both, in the event of such breach by the F. M. B. A. or its members.

ARTICLE VI

LEAVE OF ABSENCE

A. A leave of absence without pay may be granted for good cause to any employee for a period of six (6) months. Such leave shall be granted at the sole discretion of the Committeeman in charge of the Fire Department after recommendation from the Chief. The leave may be extended for an additional six (6) months under the procedure as the initial leave.

ARTICLE VII  
MILITARY LEAVE

A. Leaves of absence shall be granted by the Township pursuant to the provisions of N.J.S.A. 38:23-1 et seq. and N.J.S.A. 40:46-32, for military service.

ARTICLE VIII

BEREAVEMENT LEAVE

A. In case of death in the immediate family, an employee shall be granted leave from the day of death, up to and including the day of the funeral.

B. Immediate family shall be defined as the employee's husband, wife, child, stepchild, foster child, mother, father, brother, sister, mother-in-law or father-in-law.

C. Reasonable verification of the event may be required by the Township.

D. In special or unusual circumstances, the Chief or his designee may grant time off or additional time off to the employee in his discretion.

E. Bereavement leave, as defined herein for members of an employee's immediate family, shall not be chargeable to Sick Leave.

F. An employee may be allowed the utilization of one (1) day's sick leave to attend the funeral of a relative other than one in his immediate family, as defined by this Article.

ARTICLE IX

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Chief of the Fire Department shall permit members of the F.M.B.A. Grievance Committee and the members of the F.M.B.A. Negotiating Committee to attend mutually scheduled meetings of said Committees with representatives of the Township during the duty hours of the members without loss of pay, provided said meetings shall not diminish the effectiveness of the Department, nor require the recall of off-duty firemen to bring the Department to its proper effectiveness.

ARTICLE X

NON-DISCRIMINATION

A. There shall be no discrimination by the Township or the F.M.B.A. against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the F.M.B.A. or because of any lawful activities by such employees on behalf of the F.M.B.A. The F.M.B.A., its members and agents shall not discriminate against, interfere with, restraint or coerce any employees covered under this Agreement who are not members of the F.M.B.A.



ARTICLE XI

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the assignments of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and make intra-department transfers of employees;

3. To take any permissible disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in accordance with the Constitution and Laws of New Jersey, including Chapter 123 of the laws of 1974, and of the United States.

ARTICLE XII

CONDUCTING F.M.B.A. BUSINESS ON TOWNSHIP TIME

A. The Chief of the Fire Department shall permit members of the F.M.B.A. Grievance Committee, and members of the F.M.B.A. negotiating Committee, to attend mutually scheduled meetings of said Committees with representatives of the Township during said members' duties hours, without loss of pay, provided said meetings shall not diminish the effectiveness of the Fire Department nor require the recall of off-duty Firemen to bring the Department to its proper effectiveness.

B. The Township agrees to grant the necessary time off to up to three (3) authorized delegates to attend the annual State F.M.B.A. Convention in accordance with N.J.S.A. 11:26C-4. The F.M.B.A. shall submit the names of said delegates at least thirty (30) days prior to said Convention.

C. The executive or alternate delegate of the F.M.B.A. shall be granted leave from duty with full pay for all membership meetings of the State F.M.B.A. when such meetings take place at a time when such officer is scheduled to be on duty, provided said delegate gives reasonable notice to the Chief of the Department.

ARTICLE XIII

HOLIDAYS

A. The uniformed full-time members of the Fire Department, shall be entitled to a payment equivalent to twelve (12) working days, accruing on the basis of one day per month of service, in lieu of holiday time off, and in addition to annual salary based upon a twelve (12) hour day at their hourly rate of pay in December, payable as an addition to their bi-weekly pay.

B. In the event of death or retirement, the employee, or his estate, shall receive his earned holiday pay.

C. Employees covered by this Agreement shall receive one (1) working day off with pay per annum, in addition to the other holiday provisions of this Article, at a time approved by the Chief or his designee.

ARTICLE XIV

VACATION

A. Uniformed members of the Fire Department covered by this Agreement, who were appointed after January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 working day for each month of service
1 - 2 years	12 working days
3 - 4 years	15 working days
5 - 16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

B. Uniformed members of the Fire Department covered by this Agreement, who were appointed prior to January 1, 1971, shall be entitled to the following annual vacation:

<u>Years of Service</u>	<u>Vacation Leave</u>
0 - 1 year	1 1/2 working days per month of service
1 - 16 years	18 working days
17 years	19 working days
18 years	20 working days
19 years	21 working days
20 years or more	22 working days

C. Seniority in grade within the group shall be the basis for preference of vacation days.

D. In the event of retirement or death, the employee or his Estate shall receive his earned vacation pay.

E. The employee's vacation pay shall be in the same amount had he worked his standard schedule.

ARTICLE XV  
HOURS AND OVERTIME

A. The hours of employment for each full-time employee of the Department shall be a yearly average of forty-two and twelve hundredths (42.12) hours per week, based upon an eight (8) week cycle, with the exception of Administrative personnel.

B. All work authorized to be done in excess of forty-two and twelve hundredths (42.12) hours per week shall be compensated at time and one-half (1 1/2) the regular straight time hourly rate. In construing such overtime, payments shall be made on the following basis:

1. Up to the first 16 minutes of authorized overtime - no pay
2. Sixteen (16) through thirty (30) minutes - 30 minutes pay
3. Thirty-one (31) through sixty (60) minutes - 1 hour pay
4. Thereafter, overtime shall be paid in thirty (30) minute segments for all time authorized to be worked beyond the regular tour of duty.

C. If an employee is recalled to duty after he has completed a regularly scheduled tour, he shall be paid for all hours worked and shall receive a minimum of two (2) hours worked, or pay in lieu of work, at time and one-half (1 1/2).

D. A list shall be established for the purpose of assigning overtime work whenever overtime work is required. Overtime shall be distributed among the employees on said list.

E. If an employee is called in accordance with said overtime list, and said overtime request cannot be communicated

to him in time to perform said duty, then the employee, where possible, will be called for the next available overtime assignment.

F. Where appropriate to the needs of the Department, as determined by the Chief and/or the Committeeman of the Department, overtime will be worked by equal rank.

ARTICLE XVI

WAGES

A. The salary schedules set forth in Schedules A and A-1 attached hereto shall be effective for the period set forth therein.

B. Wages shall be paid every two (2) weeks.



ARTICLE XVII

PENSIONS

A. The Township shall provide pensions and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey.

B. For pension benefit purposes, longevity and holiday payments shall be included in the regular salary payment.

ARTICLE XVIII

LONGEVITY

A. Each employee covered by this Agreement shall receive, in addition to his salary as determined above, a longevity increment as follows:

<u>Completed Years of Continuous and Uninterrupted Service</u>	<u>Effective January 1, 197 % of Salary</u>
Less than 5 years	0%
At the completion of 5 through 10 years	2%
" " " " 10 through 15 years	4%
" " " " 15 through 20 years	6%
" " " " 20 through 25 years	8%
" " " " More than 25 years	10%

ARTICLE XIX

CLOTHING AND EQUIPMENT ALLOWANCE

A. The Township will reimburse any employee for all civilian and Township issued clothing and equipment damaged in the line of duty, without fault or negligence on the part of said employee, subject to the reasonable approval of the Chief or his designee.

B. Effective January 1, 1980, each employee shall receive a clothing maintenance allowance at the rate of \$100 per year, to be paid during the first month of each calendar year. Any employee appointed during the contract year shall receive a pro rata portion of said allowance.

C. Effective January 1, 1980, each employee shall receive a plectron operation allowance at the rate of \$35 per year, to be paid during the first month of each calendar year. Any employee appointed during the contract year shall receive a pro rata portion of said allowance.

ARTICLE XX

MUTUAL AID

A. Employees while rendering assigned aid to another municipality within the State of New Jersey, are fully covered by Workmen's Compensation, liability insurance and pensions as provided by State law.

ARTICLE XXI

TERMINAL LEAVE PAYMENT FOR ACCRUED SICK LEAVE

A. Those employees who retire having attained both the required age and years of service, upon retirement shall be eligible to receive one and one-half (1 1/2) day's pay based and computed on a 10 hour day, at his then rate of pay for every three (3) days of accrued unused sick leave.

B. Employees who retire prematurely on disability pension, shall be exempt from the attainment of the age and service requirement set forth in Section A hereof.

C. In the event of an employee's death, his estate shall be paid in accordance with Section A hereof.

ARTICLE XXII

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be utilized for short periods because of death or serious illness in the employee's immediate family as defined in Civil Service regulations.

3. If an employee, in the line of duty, is incapacitated and unable to work because of injury, he shall be entitled to an injury leave with full pay, less any amount received from Temporary Disability under the Workmen's Compensation Act during the period in which he was unable to perform his duties, as certified by a physician in attendance designated by the municipality. Such payment will be discontinued when an employee is placed on disability pension.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in

Sick Leave continued:

any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Department shall be notified at least one (1) hour prior to the employee's starting time.

(a) Failure to so notify the Department may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

(b) Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for four (4) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness. The Township may require proof of illness of any employee on sick leave, where reasonable and warranted. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the Township, by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing

Sick Leave continued:

his normal duties and that his return will not jeopardize the health of other employees.

E. Illness While on Tour of Duty

1. Sick leave shall be charged against an employee's account based on quarter tours of duty.

2. To receive credit for a quarter tour of duty, an employee must work more than thirty (30) minutes of said quarter.

F. If an employee has exhausted all his accumulated sick leave, his pay shall be reduced proportionately for every quarter tour of duty that he is absent from thereafter. To receive pay for a quarter tour, an employee must work more than thirty (30) minutes of said quarter.



ARTICLE XXIII

PROMOTIONS

A. When an employee is officially promoted to a higher rank, he shall be paid in accordance with the schedule of salaries for said higher rank.

ARTICLE XXIV

MISCELLANEOUS

A. Subject to the discretion and upon the express prior approval of the Chief and Committeeman of the Department, an employee who subsequent to approval successfully completes a Fire Science related course or courses, will be reimbursed the cost of tuition and books upon proof of successful completion at the close of each semester.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

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 regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties that all provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1979, and shall remain in effect to and including December 31, 1980. This Agreement shall continue in full force and effect thereafter, unless one party or the other gives notice pursuant to the rules and regulations of the Public Employment Relations Commission of a desire to change or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Millburn, New Jersey, on this  
day of \_\_\_\_\_, 1979.

MILLBURN F.M.B.A. LOCAL 32

TOWNSHIP OF MILLBURN  
ESSEX COUNTY, NEW JERSEY

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

SCHEDULE A  
1979 FIRE SALARIES

Firefighter

First three (3) months of service (Probationary)	\$12,673.00
Second three (3) months of service	13,396.00
Second six (6) months of service	14,120.00
Second year of service	14,843.00
Third year of service	15,567.00
First six (6) months of fourth (4th) year	16,289.00
Thereafter	17,547.00

Superior Officers

	<u>Minimum</u>	<u>Maximum</u>
Deputy Chief	\$22,152.00	\$23,208.00
Battalion Chief and Fire Signal System Superintendent	20,291.00	21,321.00
Captain and Assistant Fire Signal Superintendent	18,718.00	19,434.00

SCHEDULE A-1

1980 FIRE SALARIES

Firefighter

First three (3) months of service (Probationary)	\$13,386.00
Second three (3) months of service	14,150.00
Second six (6) months of service	14,914.00
Second year of service	15,678.00
Third year of service	16,443.00
First six (6) months of fourth (4th) year	17,205.00
Thereafter	18,534.00

Superior Officers

	<u>Minimum</u>	<u>Maximum</u>
Deputy Chief	\$23,398.00	\$24,513.00
Battalion Chief and Fire Signal System Superintendent	21,432.00	22,520.00
Captain and Assistant Fire Signal Superintendent	19,771.00	20,527.00