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A G R E E M E N T

between

Morristown Township

THE TOWN OF MORRISTOWN

NEW JERSEY

AND

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 43

X January 1, 1985 through December 31, 1986

TABLE OF CONTENTS

Preamble.....	1
Article I Recognition and Areas of Negotiation.....	2
Article II FMBA Business Leave.....	3
Article III Hours of Work and Overtime.....	5
Article IV FMBA Security - Dues Check Off.....	7
Article V Salaries.....	9
Article VI Longevity.....	10
Article VII Uniform Allowance.....	11
Article VIII Sick Leave.....	13
Article IX Holidays.....	15
Article X Vacations.....	16
Article XI Grievance Procedure.....	18
Article XII Training Time and Education Leave.....	22
Article XIII Health Insurance.....	25
Article XIV Prior Practices and Maintenance of Standards.....	26
Article XV Discrimination.....	27
Article XVI Savings.....	28
Article XVII Management Responsibilities.....	29
Article XVIII No Strike.....	30
Article XIX Examinations.....	31
Article XX Duration.....	32

PREAMBLE

THIS AGREEMENT, made and entered into as of this            day of            ,  
1984 by and between the Town of Morristown, a Municipal Government in the  
County of Morris, State of New Jersey, hereinafter sometimes referred to as  
the Town and the Firemen's Mutual Benevolent Association, Local No. 43,  
hereinafter sometimes referred to as the Association, is the final and  
complete understanding between the Town and the Association on all negotiable  
issues and as such will serve to promote and maintain a harmonious  
relationship between the Town and those of its employees who are subject to  
this Agreement, in order that more efficient and progressive fire service be  
rendered.

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of all prior Agreements shall be superseded and no longer of any force and  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

## ARTICLE I

### RECOGNITION AND AREAS OF NEGOTIATION

#### Section 1. Recognition

The Town hereby recognizes the FMBA as the exclusive representative and bargaining agent for the bargaining unit, consisting of all paid full time uniformed Fire Fighters, but excluding superior officers above Fire Fighters, within the Town's Fire Bureau as per Chapter 303 Laws of New Jersey, 1968.

#### Section 2. Areas of Negotiation

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

## ARTICLE II

### FMBA BUSINESS LEAVE

#### Section 1

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

#### Section 2

The Executive Delegate or his designee of the FMBA shall be granted leave from duty with full pay for all membership meetings of the FMBA when such meeting takes place at a time when such officer is scheduled to be on duty, provided that said delegate gives reasonable notice to the Chief of the Fire Bureau. Permission shall be given to the Executive Delegate or his said designee upon reasonable notice and request made to the Chief of the Fire Bureau for the Executive Delegate or his said designee to use one of the fire apparatus to travel to another Town Fire House to attend such a membership meeting. The Executive Delegate or his said designee and the apparatus is subject to recall to duty in the event of an emergency.

Section 3.

The Executive Delegate or Alternate Delegate shall be granted leave from duty with full pay to attend the State F.M.B.A. monthly meetings (of one day's duration), with reasonable notice to Chief.

Section 4.

Duly elected delegates to the State convention, will be allowed off with pay to attend in accordance with N.J.S.A. 11:26 C-4. Payment shall be granted only for those days that the delegate is actually scheduled to work.

## ARTICLE III

### HOURS OF WORK AND OVERTIME

#### Section 1. Hours of Work

Hours of work for employees covered by this Agreement shall be an average of 42 hours per week, based on a 28 day cycle of 10 hour days and 14 hour nights, pursuant to N.J.S. 40A:14-52. Day tours shall be from 8:00 a.m. to 6:00 p.m. and night tours from 6:00 p.m. to 8:00 a.m. the following morning, except that the present practice of scheduling a man for 24 continuous hours when his tour of duty falls on a Sunday shall be continued so long as no overtime is required to meet the scheduling arrangement.

#### Section 2. Call-Outs

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

#### Section 3. Other Overtime Pay

(a) An employee who, as a result of replacing another employee absent due to vacation, illness, accident or other reasons, works in excess of an average of 42 hours per week for any 4 week cycle shall be paid at the rate of 1 1/2 times his regular straight time rate for all such excess hours. (Time spent on vacation and time taken off under the sick leave clause of this Agreement shall be considered to be time worked in determining hours worked during the 4 week cycle mentioned above).

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

#### Section 4. Overtime Assignments

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

- (a) A roster shall be posted and maintained at fire headquarters depicting the following:
  - i. A list of the names of all full time paid firemen by seniority -- highest to lowest.
  - ii. A list of all overtime opportunities by hours, day or night and Sundays. This list and subsequent revisions from the date of its issue shall show the overtime opportunities for the following two week period.
- (b) A record shall be made of overtime assignments, both accepted and refused. In the instance where a firefighter refuses an overtime assignment, the number of overtime hours that were offered shall be counted for the purpose of equalizing overtime opportunities. An overtime assignment shall not be refused if a less senior firefighter is not available for that assignment.
- (c) From time to time the Chief and a representative of the FMBA shall review the overtime assignments in order to determine if any adjustments may be necessary

#### Section 5. Miscellaneous

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



ARTICLE IV  
FMBA SECURITY  
DUES CHECK-OFF

Section 1

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

The Association agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the statutes of the State of New Jersey. The Town agrees to begin deductions for an employee within 30 days following receipt of a written authorization.

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

Section 2

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

Section 3

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

ARTICLE V

SALARIES

Section 1.

Effective January 1 of 1985 and 1986, respectively, the salary of each employee covered by the Agreement shall be:

<u>Title</u>	<u>1985</u>	<u>1986</u>
Firefighter		
Commencing 1st year of service	\$ 21,340	\$ 22,405
Commencing 2nd year of service	23,676	24,860
Commencing 3rd year of service	26,019	27,495
Commencing 4th year of service and thereafter	28,365	29,975

Section 2.

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

ARTICLE VI  
LONGEVITY

Employees covered by this Agreement shall receive, in addition to other compensation, the following longevity payments:

<u>Years of Service</u>	<u>Longevity Payment</u>	
	<u>1985</u>	<u>1986</u>
4 years+	\$ 285	\$ 300
8 years+	565	600
12 years+	850	900
16 years+	1135	1200
20 years+	1420	1500
22 years+	-	1800
24 years+	1700	-

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

ARTICLE VII  
UNIFORM ALLOWANCE

Section 1

All employees covered by this Agreement shall receive an annual uniform allowance of \$400.00. The uniform shall be as specified in the rules and regulations of the Fire Bureau. The uniform allowance shall be used to defray costs of replacement of items and equipment required by the Town for a Fire Fighter except as discussed below.

Section 2

The uniform allowance shall be paid in two installments, one on or before March 31, and the second to be paid on or before June 30. A certification shall be provided by each employee receiving such payments that the monies received shall be spent by the employee for uniforms and equipment. Within 90 days after receipt of a payment, the employee shall submit proof of purchase to the Chief or his designee. The Chief reserves the right to review the items of uniform and equipment purchased.

Section 3

The Town at its own expense, shall replace a Fire Fighter's fire helmet, turnout coat or boots, hookups, or gloves if any of the same are damaged or destroyed in the line of duty. Destroyed or damaged clothing and equipment shall be surrendered to the Chief upon issuance of the replacement.

## ARTICLE VIII

### SICK LEAVE

#### Section 1

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

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

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

(c) Unused sick leave shall accumulate from year to year and each employee in the event of illness or sickness shall be entitled to such accumulated sick leave with pay.

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

#### Section 2 Personal Days

1. An employee shall be entitled to a maximum of two days per calendar year as leave without loss of pay in order to attend to urgent personal business under the following conditions:

(a) Request to take such leave must be submitted to the Superior Officer at least seven days in advance of the proposed leave except in the case of a request to attend a funeral as discussed below. In that case one day's request shall be made.

(b) The proposed leave must be approved by the Fire Chief who will do so if, in his judgment, the reasons given are good and the substantiation offered for those reasons is sufficient. Approval of personal days shall not be unreasonably withheld. A personal day may be taken for any one of the following reasons:

- (i) Closing of title on the personal residence of the employee.
- (ii) Attendance at funeral of a person outside of the employee's immediate family.
- (iii) Ceremonies - graduation, weddings, religious and honors and awards ceremonies involving the employee, his spouse or children.
- (iv) Personal business which cannot be attended to except during working hours.

2. Unused personal days shall not accumulate from year to year. Use of a personal day in increments of one-half day shall be permitted and encouraged if the reason for the request is based on a need that does not require a full day off.

### Section 3 Bereavement Leave

Each employee covered by this Agreement shall be permitted bereavement leave with pay from the day of death to the day after the funeral, to a maximum of three days of a member of his immediate family. For the purpose of this article immediate family shall include the employee's spouse, child, sister, brother, mother, father, step-mother, step-father, mother-in-law, and father-in-law.

In the event of the death of an employee's other relative a special leave of one day may be granted upon proper application to the Chief.

ARTICLE IX

HOLIDAYS

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

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



ARTICLE X

VACATIONS

Section 1

All employees covered by this Agreement shall receive vacation with pay annually in accordance with the following schedule based upon years of service:

1 to 10 years	12 working days
11 to 15 years	15 working days
16 years and thereafter	20 working days

Section 2

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

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

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

(c) No employee shall be permitted to take four or more consecutive weeks of vacation at one time if in the department head's opinion such use of vacation will interfere with the proper operation of the fire bureau.

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

### Section 3

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

### Section 4

An employee must complete the requisite number of years of service before he/she is entitled to the number of days specified in the vacation schedule.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1. Definition

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

(1) To matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. 11:1-1 et seq. the Civil Service Law, and in which method of review is prescribed by law, rule or regulations;

(2) To matters which involve the interpretation or application of any other State or Federal statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation;

(3) To matters where the Town is without authority to act.

Immediate Superior - An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

### Section 2. Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this 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 by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

### Section 3.. Procedure

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

STEP 1: Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within five (5) calendar days by the immediate superior, the employee must present his grievance to the Fire Chief.

STEP 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his grievance to the Fire Chief or his designee within five (5) calendar days thereafter. Upon receipt of the grievance, the Chief or his designee shall investigate the grievance and shall render a decision thereon within ten (10) calendar days. Grievances involving the meaning, interpretation or application of personnel policies and/or administrative decisions shall be finally decided at this step by the Chief or his designee. Only contractual matters may be appealed to STEP 3 above.

STEP 3: In the event there is not a satisfactory resolution of a contractual grievance at STEP 2 or a decision rendered by the Chief or his designee within the time allowed, the aggrieved employee may appeal to the Mayor or his designated representative within ten (10) work days thereafter. Where an appeal is filed at this STEP the grievant shall file:

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

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

STEP 4: If the grievance is not settled through Step 3, then either the Association or the Town may move an arbitrable grievance to arbitration by notifying the Public Employment Relations Commission. The request for arbitration shall be made within fourteen (14) days after decision is rendered at STEP 3. Request for arbitration shall be made upon written notice to the opposing party.

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

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

#### Section 4

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

ARTICLE XII

TRAINING TIME AND EDUCATION LEAVE

Section 1

A. Recognizing the need for training, each employee agrees to participate in training sessions, exercises and meetings as defined in Paragraph D below. If the training occurs during an employee's off duty times, he shall be required to attend and will be compensated at his regular rate of pay.

B. If an employee is required by law or by the employer to attend training sessions at a fire academy or fire technical school or other related school/agency or receives permission from the Fire Chief to attend same, he shall receive no additional compensation other than regular pay during the period he attends the academy. If the employee's attendance is required by law or by the Employer, the Town shall provide him with those materials and supplies which are required of attendees.

C. Remedial training shall be required of an officer as a result of his failure to achieve certification in CPR, first aid, driving techniques or other Employer required training during the regularly scheduled training periods. He shall be required to achieve the same on his off duty time without compensation.

D. The Town and the Association have agreed on a Training Time requirement which shall be instituted in 1984 at the level of sixteen (16) hours and thereafter shall be reduced to nine (9) hours as hereinafter

specified under Paragraph E. In 1984, each employee shall provide a maximum of sixteen (16) hours of training time without additional compensation to obtain and/or maintain certifications required for proper performance of his duty as a Fire Fighter. Training time may also be used for Departmental meetings as determined by the Chief. Training sessions and/or departmental meetings shall not exceed two (2) hours in length. No member while on vacation, or on days off contiguous to his vacation, shall be required to attend. The training sessions, if not used during the current year, may not be accumulated. These training sessions shall be used for job related training, including but not limited to High Rise Firefighting techniques, CPR, First Aid and driving techniques conducted by a qualified certified instructor. A training session outline indicating course content shall be provided as part of the training order at least two (2) weeks prior to the training session. The training sessions shall be held during regular business hours (8-4) Monday through Friday in so far as possible so as to be convenient for the most number of affected personnel. Fire Fighters who are on duty at a given location when training is given pursuant to this paragraph at that location, may attend the training and have the training time counted under Paragraph D. Such Fire Fighters are subject to recall in the event of an emergency and, if recalled, will not have the time spent on duty responding to the emergency counted as training time under Paragraph D.

E. Effective December 31, 1984, the maximum number of hours of training time required to be given by each employee per year pursuant to Paragraph D above shall be reduced to nine (9) hours per year, which reduced requirement shall be made applicable along with the other provisions of



Paragraph D. above in 1985 and thereafter unless changed through negotiations.

Section 2. College Incentive Pay

Each employee covered by this Agreement who is enrolled in a fire science curriculum leading to an Associate or Bachelor's degree in fire science at a recognized institution of higher learning shall receive in each calendar year the sum of \$7.50 for each credit hour successfully completed, or accepted by, that institution so long as he continues to earn additional credit in each succeeding calendar year. Should he fail in any year to earn additional credits toward a degree, payments for previously earned credits shall cease until he again earns additional credits at which time payments shall be reinstated on all previously earned credits.

Once having earned an associate degree in fire science an employee shall receive annual payments for all earned credits leading to that degree whether or not he earns additional credits after receiving it.

Once having earned a bachelor's degree in fire science, an employee shall receive annual payments for all earned credits leading to that degree whether or not he earns additional credits after receiving it.

The number of credits on which payments under this clause shall be made is limited to 120. All payments under this clause shall be made in a lump sum in June of each year.

ARTICLE XIII  
HEALTH INSURANCE

Section 1

Effective January 1, 1986, the Town shall provide health benefits coverage equivalent to the Blue Cross and Blue Shied PACE program and Major Medical coverage at no cost to the employee.

Section 2

Pursuant to state law, employees shall continue to receive individual coverage under this article at no cost provided (1) an employee retiring after January 1, 1983 has a minimum of 25 years of continuous service with the Town shall continue to receive coverage under this article at no cost to him; (2) an employee retiring after January 1, 1976 on disability pension who has at least ten (10) years of service with the Town.

ARTICLE XIV

PRIOR PRACTICES AND MAINTENANCE OF STANDARDS

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

ARTICLE XV

DISCRIMINATION

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the FMBA or against the employees represented by the FMBA because of membership or activity in the FMBA.

ARTICLE XVI

SAVINGS

Section 1

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

Section 2

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

## ARTICLE XVII

### MANAGEMENT RESPONSIBILITIES

#### Section 1

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

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

#### Section 2

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

#### Section 3

The Town 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 XVIII

NO STRIKE

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

ARTICLE XIX

EXAMINATIONS

The Town agrees to maintain active certification(s) (Complete certification(s)) for examination for Fire Fighter under Civil Service Rules and Regulations. When a certification is deemed incomplete under Civil Service procedures, the Town shall call for a new Civil Service test within a reasonable period of time for the position(s) to which the certification related.



ARTICLE XX

DURATION

This Agreement shall be in full force and effect as of January 1, 1984 and shall be in effect to and including December 31, 1986.

If the Town reaches a wage agreement with another bargaining unit, whether voluntarily or through arbitration, the parties will re-open negotiations solely on the matter of salaries.

Witness

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TOWN OF MORRISTOWN

  
EMILIO J. GERVASIO, MAYOR

Witness

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FIREMEN'S MUTUAL BENEVOLENT  
ASSOCIATION LOCAL NO. 43

  
\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman