

AGREEMENT

BETWEEN

THE TOWN OF MORRISTOWN

NEW JERSEY

AND

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION

LOCAL NO. 243

JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

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PREAMBLE

THIS AGREEMENT, made and entered into as of this _____ day of 2004 by and between the **TOWN OF MORRISTOWN**, a municipal Government in the County of Morris, State of New Jersey, hereinafter sometimes referred to as the Town and the **FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, LOCAL NO. 243**, hereinafter sometimes referred to as the Association, is the final and complete understanding between the Town and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Town and those of its employees who are subject to this Agreement, in order that a more efficient and progressive fire service be rendered. Upon execution of this Agreement, both parties agree that the provision of all prior Agreements shall be superseded and no longer of any force and effect.

ARTICLE I

RECOGNITION AND AREAS OF NEGOTIATION

A. **Recognition**

The Town hereby recognizes the F.M.B.A., Local #243, as the exclusive representative and bargaining agent for the bargaining unit, consisting of all paid full-time uniformed members of the Morristown Bureau above the rank of Firefighter and below the rank of Deputy Fire Chief as per Chapter 303 Laws of New Jersey, 1968.

B. **Areas of Negotiation**

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

ARTICLE II

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION BUSINESS LEAVE

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

B. The Executive Delegate or his designee of the F.M.B.A. shall be granted leave from duty with full pay for all membership meetings of the F.M.B.A. when such meetings take 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 Fire Bureau for the Executive delegate or his said designee to use one of the fire apparatus to travel to another Town Fire House to attend such a membership meeting. The Executive Delegate or his said designee and the apparatus is subject to recall to duty in the event of an emergency.

C. The executive Delegate or Alternate Delegate shall be

granted leave from duty with full pay to attend the State F.M.B.A. monthly meetings from 8:00 a.m. to 6:00 p.m. with reasonable notice to Chief.

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

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

ARTICLE III

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. Through August 31, 2003, hours of work for Fire Captains covered by this agreement shall be an average of 42 hours per week, based on an eight-week cycle. Tours shall be for 24 hours, from 8 a.m. one day until 8:00 a.m. the following morning, followed by 72 hours off.
2. Effective September 1, 2003, hours of work for Fire Captains covered by this agreement shall be an average of 42.875 hours per week, based on an eight-week cycle. Tours shall be for 24.5 hours, from 7:30 a.m. one day until 8:00 a.m. the following morning, followed by 71.5 hours off.
3. Normal hours of work for the Fire Official shall be either
 - a) Monday through Friday, 7:30 am to 3:30 pm; or
 - b) four days per week including both Monday and Friday, and then two of the three remaining work days (Tuesday, Wednesday, and Thursday), 7:30 am to 5:30 pm, provided that the election of a schedule by the Fire Official may be done only upon appointment or at the beginning of a calendar year for that year.

OK

B. Call-Outs

An employee called back to work after completion of a regular tour of duty and before his next regular tour of duty is scheduled

to begin, shall receive an minimum of 4 hours work or 4 hours pay in lieu thereof at 1 1/2 times his regular straight time rate.

C. Other Overtime Pay

1. An employee who as a result of replacing another employee absent due to vacation, illness, accident, or other reasons, works in excess of an average of 42.5 hours per week (42 hours per week up through 8/31/2003) for any 8 week cycle shall be paid at the rate of 1 1/2 times his regular straight time rate for all such excess hours (Time spent on vacation, and time taken off under the sick leave clause of this agreement or any other form of paid leave shall be considered to be time worked in determining hours worked during the 8 week cycle mentioned above.) For the purpose of this Agreement, tour as defined above will also mean shift and/or day.

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

D. Whenever an employee attends school, as mandated or ordered by the Chief, on his off-duty time, he shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) of the regular straight time rate. The overtime rate is for any time spent

in class or traveling to and from class when such class is outside Morris County. Thereafter, he will receive payment on an hour for hour basis

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

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

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

a. list of the names of all full-time paid Captains and Firemen by seniority -- highest to lowest.

b. list of all overtime opportunities by hours, day or night. This list and subsequent revisions from the date of its issue shall show the overtime opportunities for the following two-week period.

c. A list of all overtime hours worked by members.

2. From time to time, the Chief and a representative of the F.M.B.A. shall review the overtime assignments in order to

determine if any adjustments may be necessary.

G. At the employee's option, compensatory time may be accrued in lieu of payment at the rate of one and one-half (1 1/2) hours for each overtime hour worked. Said time may be used in accordance with ARTICLE X, Section 2 (Vacations).

H. In order to insure that all Captains work an average of forty-two and a half hours per week on an annualized basis pursuant to Section A of this article (42 hours up through 8/31/2003), all employees shall receive one (1) tour off per year known as a "schedule readjustment day". Said day off must be taken in blocks of ten and a half (10.5), fourteen (14.25) or twenty-four and a half (24.5) hours with the prior approval of the Chief. Under no circumstances can the taking of this day cause overtime obligations to be incurred by the Town.

I. The Fire Official shall receive three (3) eight-hour Schedule Adjustment Days annually, in accordance with the procedures above, except that if he is working a schedule with ten-hour days, he shall receive 1.8 ten-hour Schedule Adjustment Days (with this last item being adjusted because the paid holiday time under this schedule increases from 48 hours to 60 hours for the six holidays). Because the Fire

Official's use of schedule adjustment days won't cause overtime, he/she may use them in conjunction with vacation days.

J. When the Fire Official determines that it is necessary to have paid firefighters at various public events, Fire Captains shall be provided with equal opportunity to this work at the rate either equal to that paid to Firefighters working at the event, or the Fire Captain's regular rate of pay, whichever is greater. If a Captain works this duty when supervision of Fire Department personnel is required, the Captain shall be paid at a rate of one and a half the Captain's regular rate of pay.

ARTICLE IV

FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION
SECURITY DUES CHECK-OFF

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

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

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

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

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

ARTICLE V

SALARIES

A. For employees appointed as Fire Captain before 1/1/2005, there shall be a four-step range. The differentials for the steps shall be 19.693%, 21.990%, 24.286% and 26.583% of top grade Firefighter salary, with employees being paid for twelve months at a step before moving to the next. For employees appointed as Fire Captain on or after January 1, 2005, there shall be a five-step range. The differentials for the steps shall be 17.39%, 19.693%, 21.990%, 24.286% and 26.583% of top grade Firefighter salary. Effective January 1, 2008, the differentials for all Fire Captains shall be increased to 18%, 20.25%, 22.5%, 24.75% and 27% in recognition of additional duties and responsibilities managing EMS and fire inspection programs. These salary levels also continue to recognize the work schedule of 24.5 hour tours (42.87 hours per week) that became effective 9/1/2003. OK

B. There shall be a four-step range for all employees appointed as Fire Official. The differentials for the steps shall be 8%, 10.5%, 13% and 15.5% of top grade Firefighter salary, with employees being paid for twelve months at a step before moving to the next. Effective January 1, 2007, the steps shall be adjusted to differentials of 8%, 11%, 14%, 17% and 20%, with the fifth step being added to the top of the range. OK

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

D. When a Fire Captain works as Acting Fire Chief for a period of 30 days or longer, the Captain shall receive compensation equal to 97% of the incumbent Fire Chief's salary, or 105% of the Fire Captain's salary, whichever is greater. The Captain so working shall have the duties and authority of the Fire Chief and title of Acting Fire Chief. All other benefits contained in the contract between the Town and FMBA 243 shall be retained.

E. When the Fire Chief is, or is anticipated to be, off duty for a period of more than four but less than 30 days, if a Fire Captain works as Acting Deputy Chief, the Captain shall receive compensation equal to 105% of the Fire Captain's salary. The captain so working shall have the duties and authority of Deputy Chief and the title of Acting Deputy Chief. All other benefits contained in the contract between the Town and FMBA 243 shall be retained.

F. When neither the Fire Chief nor Deputy Fire Chief are available for emergency response for a period anticipated to be less than four days, the Chief shall advise the Captain on duty, with a reasonable amount of advance notice when possible. The Captain on duty shall accept the duties and authority of Deputy

Chief and the title of Acting Deputy Chief, while working his regularly scheduled (Captain's) shift. If the Fire Chief's unavailability occurs between 0900 and 1630 hours Monday to Friday, the Captain on duty shall receive compensation equal to 105% of the Captain's hourly salary for these hours worked. If the Fire Chief's unavailability occurs at any other time, the Captain on duty shall accept the duties and authority of Deputy Chief and title of Acting Deputy Chief for no additional compensation. All other benefits contained in the contract between the Town and FMBA 243 shall be retained.

G. When the Fire Chief or the Deputy Chief is available, but not yet on the scene of an emergency incident, the Captain on the scene shall have the duties and authority of Deputy Chief and title of Acting Deputy Chief, for no additional compensation, until arrival of the Chief or Deputy Chief, or until the incident is terminated.

ARTICLE VI

LONGEVITY

A. Employees covered by this agreement hired as firefighters before August 17, 2004, shall receive in addition to other compensation, the following longevity payment:

Commencing 4th year of continuous service - 1% of base salary

Commencing 8th year of continuous service - 2% of base salary

Commencing 12th year of continuous service - 3% of base salary

Commencing 16th year of continuous service - 4% of base salary

Commencing 20th year of continuous service - 5% of base salary

Commencing 24th year of continuous service - 6% of base salary

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

Commencing 5th year of continuous service - 1% of base salary

Commencing 10th year of continuous service - 2% of base salary

Commencing 15th year of continuous service - 3% of base salary

Commencing 20th year of continuous service - 4% of base salary

Commencing 24th year of continuous service - 6% of base salary

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

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

ARTICLE VII

UNIFORM ALLOWANCE

A. All employees covered by this Agreement shall receive an annual uniform allowance of \$925 in 2005, \$950 in 2006, and \$975 in 2007. Effective 1/1/2008, the annual clothing allowance shall be \$500. Additionally, all covered employees shall receive one (1) NFPA approved station uniform consisting of one (1) shirt and one (1) pair of pants by June 30, 1995. 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 maintenance and/or replacement of items and equipment required by the Town for a Fire Captain except as discussed below.

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

C. All employees covered by this Agreement shall receive an initial issue of uniforms and turnout gear. This initial issue shall consist of a helmet, turnout coat, boots, hookups and gloves, three (3) uniform shirts, three (3) uniform pants, a pair of uniform shoes, PASS device, laerdal packet mask, and Nomex hood, rescue rope and individual SCBA mask. All employees covered by this Agreement promoted after 1/1/2000 shall receive, upon promotion to the rank of Captain, a further initial issue of Captain's badge, helmet shield, Streamlight and goggles. All employees covered by this Agreement promoted to the rank of Captain

after 12/31/2001 shall receive, upon promotion to the rank of Captain, a further initial issue of three (3) captain's uniform shirts.

D. A dress uniform shall be required for each Captain. Disciplinary action shall be taken, for failure of a Captain to follow Fire Bureau regulations including, but not by way of limitation, when a uniform is to be worn.

E. The Town will replace all items of initial issue, with the exception of station wear uniforms, after normal wear and tear or where there is imminent danger to the Captain. The Chief of the Department or his designee will determine what articles are to be replaced. Destroyed or damaged items shall be surrendered to the Chief upon issuance of the replacement. Prescription eyeglasses broken or destroyed while on duty performing fire bureau duties shall be replaced at the Town's expense.

F. The Fire Official shall receive the same initial issue uniform items as a Fire Captain, and if promoted to Captain, shall receive any items not previously issued.

ARTICLE VIII

SICK AND OTHER LEAVE

- 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: 1. For each year of employment, each employee shall be entitled to fifteen days of sick leave for and during each such year.
- 2) The Fire Official shall be entitled to 15 eight-hour days of sick time, except that if he works a schedule with ten-hour days, he shall receive 12 ten-hour days of sick leave.
- 3) Sick leave shall be accumulated with out limit during each employee's length of service. Upon retirement, effective January 1, 1987, the pay for accumulated and unused sick leave shall increase to two-fifths (2/5) pay per full day of verifiable sick leave accumulated and not previously used. This will be calculated upon an 8 1/2 hour day.
- 4) An employee scheduled to work a twenty-four hour tour of duty and who is unable to work that assignment because of illness or non-work related injury shall have his accumulated sick leave debited a total of two sick days.
- 5) Any employee scheduled to for a regular tour who either gets sick while on duty or must report to his residence because of family illness after beginning his tour of duty

will be charged for only that time he is so excused.

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

B. Personal Days. A Captain shall be entitled to a maximum of one (1) tour per calendar year as leave without loss of pay in order to attend to urgent personal business under the following conditions. A Fire Official shall be entitled to a maximum of two (2) eight-hour days of paid personal leave, except that if he is working a schedule with ten hour days, he shall receive a maximum of one (1) ten-hour days of personal leave.

- 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. 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. Unused personal days shall not accumulate from year to year. Use of a personal day in increments of four (4) hours shall be permitted and encouraged if the reason for the request is based on need that does not require a full day off.

C. Bereavement Leave. Each employee covered by this

Agreement shall be permitted bereavement leave with pay. This leave shall commence the day of death of an immediate family member and shall include the period up to and including the day after the funeral/burial. During this period, no more than two twenty-four and a half hour shifts may be taken off (24 hour shifts prior to 8/31/03). At the discretion of the Chief, the number of days may be increased, using personal, vacation, comp or SAD time without consideration of overtime being incurred. Immediate family shall include the employee's spouse, son, daughter, sister, brother, mother, father, step-parent, step-child, mother-in-law, and father-in-law, grandchildren and grandparents. In the event of the death of an employee's other relative, the employee shall be granted off half a twenty-four hour shift, or in the discretion of the Fire Chief when travel is required, a full twenty-four and a half hour shift (24-hour shift prior to 8/31/2004). The Fire Official shall receive a maximum bereavement leave of five (5) eight-hour days, or, if working a schedule with ten-hour days, a maximum of four (4) ten-hour days.

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

ARTICLE IX

HOLIDAYS

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

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

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

D. The Fire Official shall receive off as paid holidays the same days received by civilian Town employees for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. The rank differential for this position in consideration of these days off. The Fire Official shall be required to work all other holidays received by civilian Town employees, except that these work hours may be rescheduled to other days with the approval of the Fire Chief, such approval not to be unreasonably denied.

ARTICLE X

VACATIONS

A. All Captains covered by this Agreement shall receive 22 working days (= 11 24.5 hour days, or 24 hour days before 8/31/2003) vacation with pay annually.

B. Captains who were hired into the Bureau as career firefighters after January 1, 2003 shall receive vacation with pay annually in accordance with the following schedule based on years of service:

<i>Years of Service</i>	<i>Vacation Entitlement</i>
1 to 4 years	Five (5) 24-hour working days
5 to 7 years	Six (6) 24-hour working days
8 to 11 years	Seven (7) 24-hour working days
12 to 14 years	Seven and one-half (7.5) 24-hour working days
15 to 18 years	Nine (9) 24-hour working days
19 years and thereafter	Eleven (11) 24-hour working days

C. The Fire Official shall receive 22 eight-hour vacation days with pay annually, or if working 10-hour days, shall receive 17.6 10-hour vacation days. Vacation time for a Fire Official UFD hired into the department after January 1, 2003 shall be proportional to this schedule, based on the allotment prescribed separately for that title.

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

1. Captains will pick their vacations independently of firefighters.

2. Captains may, at their option, take such time off in segments of 10.5 and 14 hours (10 and 14 hours before 8/31/03).

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

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

C. 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, except as may be provided for in Town Personnel Policy.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Definition

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

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

2. To matters which involve the interpretation or application of any other state or federal statutes or rule or regulation of any federal or state agency and in which a method of review is prescribed by law, rule, or regulation;

3. To matters where the Town is without authority to act. Immediate Superior - an employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

B. 1. **Purpose**

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

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

C. 1. **Procedure**

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

STEP 1

Once timely filed, the aggrieved employee shall discuss the

grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within five (5) calendar days by the immediate superior, the employee must present his grievance to the Fire Chief.

STEP 2

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

STEP 3

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

at this STEP the grievant shall file:

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

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

STEP 4

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

Request for arbitration shall be made upon written notice to the opposing party.

2. An arbitrator shall be selected in accordance with the Rules and Regulations of P.E.R.C. and shall be appointed to hear the grievance and render his award in writing. The award shall be final and binding on both parties. The cost of the arbitrator's fee shall be paid by the losing party as well as all other costs reasonably related to the arbitration including the prevailing

party's attorney's fees. The arbitrator shall hold a hearing at a time and place the parties and shall issue his decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the Parties. The arbitrator shall only consider a dispute which comes within the definition of contractual grievance as set forth above under this Article and shall interpret this Agreement as written and shall have no authority to alter, amend, add to, or delete, from the terms of this Agreement.

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

D. In the presentation of a grievance, 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 choosing at STEPS 3 and 4.

ARTICLE XII

TRAINING TIME AND EDUCATION LEAVE

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

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

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

D. The Town agrees to appropriate \$1,000 annually for the purpose of fire officer training. With the prior approval of the Fire Chief, Fire Captains shall be permitted to use these funds to

pay the associated costs of attending appropriate technical or administrative courses.

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

ARTICLE XIII

HEALTH INSURANCE

A. The Town shall provide health benefits coverage equivalent to the Blue Cross and Blue Shield PACE program and Major Medical coverage in 1996 at no cost to the employee. Effective any time on or after January 1, 1997, the Town may switch the health benefits coverage offered to employees from PACE and major medical to Blue Cross / Blue Shield "Blue Select" preferred provider plan, or its equivalent. The benefit levels under Blue Select shall be as described in the memorandum of agreement signed by the parties and dated December 5, 1996, except that effective January 1, 2006, the co-pay amount shall be increased to \$15 per doctor's visit. The Town will not unilaterally make changes to these benefits without negotiation with the union, except if the insurance carrier mandates changes to the health benefits contract that is offered to the Town, and then the Town will notify the union of such changes.

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B. Members hired as firefighters hired on or after August 17, 2004, shall pay via payroll deduction 10% of the cost of the premium for dependent health insurance coverage for the Blue Select preferred provider plan for the first eighty-four (84) months of employment. Thereafter there shall be no contribution. The cost of the premium for dependent health insurance is the cost of the premium for the firefighter and his or her dependents less the cost

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of the premium for the firefighter alone. Should any member elect PACE coverage, he/she shall pay the difference in cost between the PACE and Blue Select PPO plan in addition to the appropriate percentage of the premium for dependent health insurance under the Blue Select PPO.

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

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

2. The percentage (1.41%) was derived dividing the sum of the 1988 base salaries of the Firefighters, \$851,235.00 (excluding longevity, holiday pay, clothing allowance, and college

incentive pay) into the cost of the dental coverage (\$12,035) provided to the Firefighters.

3. For example: If 1.41% of the 1991 base pay equals \$14,100 and the 1992 cost of dental coverage is equal to or less than this amount the F.M.B.A. will not be required to contribute to its dental coverage. However, if the cost of dental coverage in 1992 exceeds 1.41% of the 1991 base salary, the F.M.B.A. agrees to pay the difference between the 1.41% of the base salaries and the 1992 cost of dental coverage.

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

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

6. Dental coverage is only available to employees and their dependents on the Town payroll as of April 1, 1989. Dental coverage shall continue to be provided to employees who retire

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

E. The Town shall provide to the surviving spouse and dependent children of a member who dies in the line of duty the same health coverage as provided to employees and their families under this contract. Such coverage will be continued until such time as the surviving spouse marries. The Town will also provide such health benefit coverage in retirement to an employee (including family) who is approved by the New Jersey Division of Pensions for a "Traumatic Event Permanent and Total Disability Retirement."

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 as Agreement between the Town and the F.M.B.A.

ARTICLE XV

DISCRIMINATION

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

ARTICLE XVI

SAVING

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

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

ARTICLE XVII

MANAGEMENT RESPONSIBILITIES

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

1. To manage and administer the affairs and operations of the town;

2. To direct its working forces and operations;

3. To hire, promote, assign, or reassign employees;

4. To demote, suspend, discharge, or otherwise take disciplinary action against employees;

5. To promulgate rules and regulations, from time to time which may affect the orderly and efficient administration of Town government.

B. 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.

C. 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.

D. The FMBA recognizes the right of the Town to assign staff duties to members during their on-duty hours, in addition to normal supervisory and firefighting duties, provided that such duties are related to the fire service and can reasonably be performed within their traditional daytime non-emergency hours. The parties agree to abide by the authority of the New Jersey Department of Personnel in determination of whether duties so assigned are proper within the job classification. Staff duties shall be of a managerial or administrative nature, and may include public education, recruitment, training, coordination of inspections, record keeping and reporting, coordination of maintenance of facilities and equipment, procurement, liaison with other agencies and community groups, planning and development of departmental systems and procedures. To the extent that members lack the skills necessary to complete said staff assignments in a satisfactory manner, the Town will provide appropriate training. The parties recognize the increased rank differential which was negotiated in the 1996-98 contract to be compensation for these staff duties. This paragraph in no way refers to operational duties for Emergency Medical Services or Hazardous Materials Operations; each party reserves the

right to establish its own position regarding the appropriateness under the collective bargaining agreement and/or Dept. of Personnel job specifications of assigning duties in these two areas.

E. **Miscellaneous**

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

ARTICLE XVIII

NO STRIKE

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

ARTICLE XIX

MANAGEMENT LABOR COMMITTEE

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

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

ARTICLE XX

EXAMINATIONS

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

ARTICLE XXI

DURATION OF AGREEMENT

THIS AGREEMENT, shall be in full force and effect as of January 1, 2005 and shall be in effect to and including December 31, 2008.

WITNESS

TOWN OF MORRISTOWN

Mayor

WITNESS

FIREMEN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL NO. 243

PRESIDENT

CHAIRMAN