

AGREEMENT

Between

TOWNSHIP OF MORRIS, MORRIS COUNTY
NEW JERSEY

and

LOCAL NO. 70
FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION

January 1, 2022 through December 31, 2025



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PREAMBLE

THIS AGREEMENT, made and entered into this ____ day of **September 2023**, by and between the Township of Morris, a municipal corporation in the County of Morris and State of New Jersey (the "Township"), with offices at the Municipal Building, 50 Woodland Avenue, Morris Township, New Jersey 07961, as Public Employer, and Local No. 70, Firemen's Mutual Benevolent Association, with a mailing address of P.O. Box 15, Convent Station, New Jersey 07961 (the "Association"), as Public Employee Representative, is the final and complete understanding between the Township and the Association to promote and maintain a harmonious relationship between the Township and those of its employees who are subject to this Agreement, in order that more efficient and progressive public service be rendered.

ARTICLE I

Recognition & Area of Negotiation

The Township recognizes the Association as the exclusive bargaining representative for all career full-time firefighter employees, except the fire-subcode official, and excluding all other employees and volunteers of the Township, police, professionals, managerial executives, confidential, craft workers, and all supervisors within the meaning of the Act.

ARTICLE II

Township Rights and Responsibilities

Section 1: In order to effectively administer the affairs of the Township Government and to properly serve the public, the Township hereby reserves and retains onto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

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

Section 2: The Township's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and the United States.

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

ARTICLE III

Employees Rights

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

Section 2: An employee shall have the right to review his/her personnel file, with reasonable advance notice, at reasonable times. A request for a copy of a document contained in the personnel file shall not be unreasonably denied.

Section 3: Should a document be placed in an employee's personnel file and the content of that document could be considered negative in nature and could therefore negatively impact the employee in terms of future discipline or promotion, the Township agrees to notify the employee in writing. If the employee has not already independently viewed the document, the employee will be given the opportunity to review it and respond in writing, which shall be placed in the employee's personnel's file. Specifically excluded from this are references for employment submitted to the Township.

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

Section 5: Layoff and Recall Rights

- A. In the event that at any time or times it becomes necessary, in the opinion of the Township, to reduce the number of firefighters, firefighters will be laid off in the inverse order of their appointment.
- B. Firefighters who are to be laid off will be given at least twenty-eight (28) calendar days notice in writing by the Township of the impending reduction in force.
- C. Firefighters who are laid off will be placed on a special employment list, and in the case of subsequent recall, individuals on that list will be given prior consideration pursuant to N.J.S.A. 40A:14-25.
- D. A firefighter shall remain on the special employment list for three (3) years. An employee who is laid off shall have such recall rights for a period of three (3) years.
- E. Any firefighter on the special employment list who declines to return to his/her position upon it being offered by the Township shall be removed from the special reemployment list.
- F. Any firefighter on the special reemployment list offered the opportunity to return to his/her position with the Township will be required to report to duty within fourteen (14) calendar days of the offer. Failure to report within fourteen (14) calendar days will be deemed a declination of the offer and the firefighter will be removed from the special reemployment list.

ARTICLE IV

Association Security/Dues Check-Off

Section 1: The Township agrees to deduct from the salaries of Association members, dues for the Association. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e, as amended, and N.J.S.A. 34:13A-5.6. Said monies, together with records

of any corrections, shall be transmitted to the Association Treasurer or his/her designee by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

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 Township written notice prior to the effective date of such change.

Section 3: In the event any employee wishes to withdraw his/her authorization for dues deduction, it must be done by written notice to the Township pursuant to law. Upon receipt of such notice, the Township will forward a copy to the FMBA within five (5) days. Deductions shall be terminated as of July 1 of the year following the date on which the notice of withdrawal was submitted. Dues deduction shall be terminated only pursuant to law or upon the employee's departure from the represented unit.

Section 4: Employees who elect not to become members of the Association pursuant to Section 3 of this Article, shall be considered non-members.

Section 5: The Association will provide the necessary "check-off authorization" forms and deliver the signed forms to the Township Treasurer. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association signed by the president of the Association advising of such changed deduction.

ARTICLE V

Association Business Leave

- A. The Executive Delegate shall be granted time off from work to attend the regularly scheduled monthly meetings of the State Association. If the Executive Delegate cannot attend said monthly meeting, the Alternate Executive shall be permitted to attend the meeting in his/her place. The Association President may attend no more than six (6) such monthly meetings of the State Association per year but may only attend said meetings in the event that the Executive Delegate is not able to attend or in the event that both the Executive Delegate and President are required to attend by the State Association. One month's prior notice must be given by the Association President to the Office of the Fire Chief before the meeting to be attended.
- B. The Township agrees to grant the necessary time off for three (3) elected and/or authorized representatives in accordance with N.J.S.A. 40A:14-177, for attendance at the annual State Association Convention, in September of each year, provided that one (1) month's notice is given to the Office of the Fire Chief. Only two (2) elected and/or authorized representatives may attend the mini-convention in February of each year, provided that one (1) month's notice is given to the Office of the Fire Chief. A certificate of attendance at the Convention shall be submitted to the Office of the Fire Chief by the representative who attends the convention in order to receive leave with pay.
- C. The members of the Association's Negotiating Committee, not to exceed two (2) in number, shall, after adequate notice to the Office of the Fire Chief, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings, when such meetings take place at a time during which such members are scheduled to be on duty, between the Township and the Association for the purpose of negotiations of the terms and conditions of the Agreement.

- D. The President of the Association shall, after adequate advance notice to the Office of the Fire Chief, be granted time off from duty and suffer no loss of pay for attendance at all meetings of the membership of the Association, when such meetings take place at a time during which such members are scheduled to be on duty, so long as the time off from duty works no hardship on the Department. The term "meetings", as used in this section, refers to regularly monthly meeting. The Association agrees to use every effort to schedule all meetings so as to minimize the time off from duty.

ARTICLE VI

Overtime

- A. All employees, except as otherwise provided herein, shall be paid time and one-half (1½) their hourly rate of pay for each full hour of duty beyond the normal tour of duty. After an employee works one-half (½) hour of overtime, he/she shall receive overtime pay in one-half (½) hour increments for each one-half (½) hour worked. An employee's hourly rate of pay is determined by dividing the employee's annual base salary by two thousand eighty (2,080) working hours. Authorization for valid overtime work must be obtained from the Supervisor prior to the overtime work being undertaken.

As an alternative to the mandatory payment of overtime provided herein, an employee may elect to receive one and one-half (1½) hours of compensatory time in lieu of overtime pay for each hour of overtime worked. The total accumulated compensatory time that may be carried by the employee shall be capped at 152 hours in total. Requests to cash out any compensatory time that cannot be carried over shall be submitted to the Township by October 31 for payment in November. An employee can utilize each hour of compensatory time for one hour of time off from work.

Should an employee choose to receive payment for compensatory time, it shall be paid at the regular rate earned by the employee at the time employee receives such payment.

Any compensatory time accumulated above the capped 152 hours shall be used or cashed out by the employee within the same calendar year when it is accrued. All requests for time off under this provision must be submitted using the Department's scheduling portal.

It is understood that the use of compensatory time off will not create a need for overtime. Compensatory Time Off shall be approved provided that at the time of the approval there are not three (3) firefighters scheduled off, and the leave does not create the need for overtime. If a firefighter requests a single vacation day off, the vacation day shall be granted providing there are not 3 firefighters off (either on vacation or on compensatory time or both). A firefighter who is appointed to serve as a fire inspector on a full-time basis shall be excluded from the number of firefighters approved to be off. A firefighter who is appointed to serve as a fire inspector on a full-time basis is not subject to this provision.

- B. Overtime, as set forth above, shall be paid when an employee who is eligible to receive it is required to work in excess of a completed tour of duty or on a regularly scheduled day off or on an official holiday.
- C. When the firefighter/fire inspector(s) or the firefighter/fire apparatus mechanic is assigned overtime duties of a firefighter (class 1), they shall be paid at a rate commensurate with their time and grade of a firefighter (class 1). This shall not impact any overtime in their assigned activities as firefighter/fire inspector or firefighter/fire apparatus mechanic.
- D. Overtime assignments shall be rotated on a fair and equitable basis. When an emergency arises and 48 hours notice cannot be given, the lowest firefighter on the

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

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

ARTICLE VII

Vacations

- A. All employees hired prior to January 1, 2012 shall be granted the following annual leave for vacation purposes, with pay, in and for each calendar year, except as otherwise herein provided:

<u>Length of Service</u>	<u>Vacation Hours</u>
Completion of six (6) months but less one (1) year	40 hours
From 1st anniversary to 5th anniversary	80 hours
From 5th anniversary to 12th anniversary	120 hours
From 12th anniversary to 17th anniversary	160 hours
From 17th anniversary to 22nd anniversary	200 hours
After 22nd anniversary	240 hours

All employees hired after January 1, 2012 shall be granted the following annual leave for vacation purposes, with pay, in and for each calendar year, except as otherwise herein provided:

<u>Length of Service</u>	<u>Vacation Hours</u>
Completion of six (6) months but less one (1) year	40 hours
From 1st anniversary to 8th anniversary	80 hours
From 8th anniversary to 16th anniversary	120 hours
From 16th anniversary to 22nd anniversary	160 hours
After 22nd anniversary	200 hours

- B. Where in any calendar year, vacation or any part thereof is not taken or granted by reason of either voluntary deferral by an employee, or the pressure of business, such vacation periods or parts thereof not taken, or in the latter, not granted, shall accumulate and shall be used prior to September 30th of the next succeeding year only. No annual vacation leave shall be taken without permission of the Department Head or the Township Administrator.
- C. Employees shall choose their first (2) two weeks of vacation within the month of February of the calendar year, by seniority, with exception of mechanics and inspectors.
- D. Employees may take up to eighty (80) hours vacation leave in increments of workdays, which correspond, to their normal tour of duty at the discretion of the Office of the Fire Chief.
- E. A one (1) day vacation request shall be granted with three (3) days notice given prior to said day, with the approval of the Office of the Fire Chief, which shall not be unreasonably withheld. Employees may cancel vacation and reschedule at a subsequent time in accordance with the contract and past practice.
- F. Whenever any employee of the Association dies having to his/her credit any annual vacation leave properly accumulated, there shall be calculated and paid to his/her estate a sum of money equal to the compensation which would have been received by said person if he/she had lived.
- G. Employees may take vacation leave in a minimum of 4-hour increments for the 24 hr stations and 5-hour increments in the 10 hr station.

- H. Effective January 1, 1999, retiring employees shall receive credit for one-half (1/2) of the current year vacation if they retire prior to July 1 of any calendar year. If the retiring employee retires on July 1 or later, they shall be entitled to the entire vacation leave for the year.
- I. Any employee who resigns or is terminated from employment with the Township shall be entitled to a pro-rated amount of vacation time for the year when the separation occurs.
- J. No employee shall receive a lump sum compensation for any accumulated personal, vacation or other benefit leave time (other than sick leave) upon retirement or resignation from employment with the Township. Rather, for the period from announcing his/her retirement or resignation until his/her retirement/resignation date, so long as sufficient leave time is available to the member, the employee shall be on paid leave (modified duty schedule), which shall not be subject to mandatory minimum manpower requirements for approval.

ARTICLE VIII

Health, Dental and Prescription Insurance

- A. Hospital and medical-surgical insurance, including major medical, prescription and dental insurance plan, will be provided by the Township for all employees and all eligible dependents, subject to this agreement in accordance with current Township policy. For new hires, the health benefits, prescription benefits and dental benefits will be provided following sixty (60) calendar days of employment. Health coverage is provided under the New Jersey State Health Benefits Program.

Prescription and Dental coverage are provided through a third-party administrator. The New Jersey Direct 15 Plan shall be the base health benefits plan of contract. Employees selecting health benefits plan that has higher cost premiums than NJ Direct 15 shall be responsible for paying the difference between the premium for their chosen health plan and that for NJ Direct 15 Plan. All members shall be required to contribute a portion of the health insurance premium paid by the Township for Medical health insurance pursuant to the applicable provisions of c.78, P.L.2011 (N.J.S.A. 40A:10-21.1) or as otherwise required by law. Except for employees who do not receive Health and/or Prescription benefits through the Township, no employee will be exempt from payment of such contributions based upon their coverage, health benefit plan selection, compensation and other statutorily required criteria, if any. The health insurance premium contribution will be based upon the coverage the employee elects. If the employee elects coverage that has a premium which costs less than the Direct 15 Plan, or equivalent plan, then the employee's premium contribution shall be based upon the lower costing plan. If the employee elects a plan which has higher premium cost than the Direct 15 Plan, or equivalent plan, then the employee shall pay the applicable contribution based upon the Direct 15 Plan, or equivalent plan, plus the difference between the Direct 15 Plan, or equivalent plan, and the elected plan's premium. Premium cost sharing for prescription coverage will be based upon c.78, P.L.2011 (N.J.S.A. 40A:10-21.1).

- B. The Township reserves the right to change insurance carriers during the life of the Agreement, so long as the level of coverage is not diminished.

- C. The Township shall provide full family dental coverage as described in Schedule A, for all employees subject to the cost sharing provisions set forth in Paragraph F of this Article.
- D. If an employee dies in the course of his/her employment with the Township while in the line of duty, the Township shall continue for the employee's spouse and children who have not reached the age of nineteen (19) or if attending a college the age shall be 26, all medical coverage afforded to the members of the Association. The medical coverage afforded to an employee's spouse and children shall continue in full force and effective for a maximum of ten (10) years from the date of death of the employee. Should the spouse remarry, the coverage shall cease to both spouse and children.
- E. While performing duties in the fire station, at a fire scene, at a training session or other detail, and in the line of duty, the Township agrees to reimburse any member of the Association the cost of repairs or replacement of eyeglasses, contact lenses or wristwatch damaged or lost in the line of duty. The cost of the wristwatch shall not exceed one hundred (\$100) dollars. Such damage or loss must be reported to the officer in charge at the time of the occurrence. Said member shall present to the Office of the Chief a receipt for all repairs or purchases of glasses, contact lenses or watch. The Office of the Chief will then verify that the Loss Report has been received and verified by the officer in charge before payment voucher is authorized.
- F. All employees covered by this agreement shall pay the entire cost of the increased premium for the enhanced dental coverage as described in Schedule A.

- G. The Township agrees to maintain, for all employees and eligible dependents, existing hospitalization insurance, dental plan, and a prescription plan with a \$15.00 co-payment per prescription for a name brand drug for a thirty (30) day supply from a pharmacy, \$10.00 co-payment for a generic drug for a thirty (30) day supply from a pharmacy, or a one-time payment of \$15.00 for a brand name drug or \$10.00 for a generic drug when using mail order for a 90 day supply.

ARTICLE IX

Holidays

The Township shall recognize the holidays listed below.

New Year's Day
Martin Luther King Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
General Election Day
Thanksgiving Day
Christmas Day

Holidays will be treated as a regular workday. Any employee who works on any of the above listed Holiday(s) shall not receive additional compensation whatsoever for doing so.

ARTICLE X

Salaries

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

	2022	2023	2024	2025
Months of Service	Class 1	Class 1	Class 1	Class 1
	2%	2%	2%	2%
1-18 (18)	\$ 46,019	\$ 46,019	\$ 46,019	\$ 46,019
19-30 (12)	\$ 54,086	\$ 54,086	\$ 54,086	\$ 54,086
31-42 (12)	\$ 62,153	\$ 62,153	\$ 62,153	\$ 62,153
43-54 (12)	\$ 70,224	\$ 70,224	\$ 70,224	\$ 70,224
55-66 (12)	\$ 78,291	\$ 78,291	\$ 78,291	\$ 78,291
67-78 (12)	\$ 86,358	\$ 86,358	\$ 86,358	\$ 86,358
79-84 (6)	\$ 94,584	\$ 94,584	\$ 94,584	\$ 94,584
85-up	\$ 109,750	\$ 111,945	\$ 114,184	\$ 116,468

Employees Hired After December 31, 2014:

	2022	2023	2024	2025
Months of Service	Class 1	Class 1	Class 1	Class 1
	2%	2%	2%	2%
1-18 (18)	\$ 46,019	\$ 46,019	\$ 46,019	\$ 46,019
19-30 (12)	\$ 52,090	\$ 52,090	\$ 52,090	\$ 52,090
31-42 (12)	\$ 58,161	\$ 58,161	\$ 58,161	\$ 58,161
43-54 (12)	\$ 64,232	\$ 64,232	\$ 64,232	\$ 64,232
55-66 (12)	\$ 70,303	\$ 70,303	\$ 70,303	\$ 70,303

67-78 (12)	\$ 76,374	\$ 76,374	\$ 76,374	\$ 76,374
79-84 (6)	\$ 82,445	\$ 82,445	\$ 82,445	\$ 82,445
85-96 (12)	\$ 88,516	\$ 88,516	\$ 88,516	\$ 88,516
97-108 (12)	\$ 94,584	\$ 94,584	\$ 94,584	\$ 94,584
109-120 (12)	\$ 102,167	\$ 103,420	\$ 104,384	\$ 105,526
121-up	\$ 109,750	\$ 111,945	\$ 114,184	\$ 116,468
	2022	2023	2024	2025
Months of Service	Class 2	Class 2	Class 2	Class 2
	2%	2%	2%	2%
1-18 (18)	\$ 45,019	\$ 45,019	\$ 45,019	\$ 45,019
19-30 (12)	\$ 49,348	\$ 49,348	\$ 49,348	\$ 49,348
31-42 (12)	\$ 53,677	\$ 53,677	\$ 53,677	\$ 53,677
43-54 (12)	\$ 58,006	\$ 58,006	\$ 58,006	\$ 58,006
55-66 (12)	\$ 62,335	\$ 62,335	\$ 62,335	\$ 62,335
67-78 (12)	\$ 66,664	\$ 66,664	\$ 66,664	\$ 66,664
79-84 (6)	\$ 70,993	\$ 70,993	\$ 70,993	\$ 70,993
85-96 (12)	\$ 75,332	\$ 75,332	\$ 75,332	\$ 75,332
97-108 (12)	\$ 79,651	\$ 79,651	\$ 79,651	\$ 79,651
109-120 (12)	\$ 86,037	\$ 86,037	\$ 86,037	\$ 86,037
121-up	\$ 92,423	\$ 94,272	\$ 96,157	\$ 98,080

Class 2 firefighters will perform all firefighters jobs except driving the fire department apparatus. Any Class 2 firefighter required to drive the fire department apparatus and thus work in the acting capacity of a Class 1 firefighter shall be paid at the rate of the Class 1 firefighter for the time so assigned. Replacement of a

Class 1 firefighters position(s) shall be from the current Class 2 firefighters, utilizing the top three candidates. If in the event that there is insufficient Class 2 firefighters to fill all Class 1 positions, past hiring practices will be utilized. There shall be a \$1000 (one thousand dollar) differential in the starting salaries between Class 1 and Class 2 firefighters.

B. Temporary Assignment to Firefighter/Fire Inspector

Any firefighter required to work in the acting capacity of a Firefighter/ Fire Inspector and holding the required licenses (fire/building) or (fire_prevention) certifications shall receive a stipend for that duty. Minimum hours required to qualify for the stipend will be set at one (1) hour. Stipend will be established on the firefighter's base pay, if the firefighter holds both licenses and certification the stipend is based on 6%, if the firefighter holds only one of the requirements the stipend is based on 3%.

C. Temporary Assignment to Firefighter/Fire Apparatus Mechanic

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

D. Temporary Assignment as Officer in Charge (OIC).

When a firefighter is temporarily assigned to the duties of an Officer in Charge (OIC), and such firefighter performs the OIC's duties for one (1) day or more, then the firefighter shall be paid Two Dollars (\$2.00) per hour more than his/her regular rate of pay for all time worked as an acting OIC. The said rate shall be the only salary the firefighter shall be paid during the period he/she serves as OIC.

- E. Any raises to be provided to members at the top step shall be applied no later than the first paycheck of each year upon adoption of the salary ordinance and temporary budget.
- F. The Township, with at least 60 days' advanced notice to the Union, shall issue salary payments on a semi-monthly basis (on the 15th and the last day of each month) via direct deposit. Each employee shall receive a salary check which is equal to the employee's base salary divided by the number of pays per year. Upon employment with the Township, an employee's first pay shall be on the second pay day he/she is employed. The first paycheck the employee receives shall be for the work performed during the first pay period during which the individual was employed. Upon retiring or otherwise leaving the Township's employ, the employee shall receive his/her last pay check at the conclusion of the first full pay period after the employee stopped working for the Township.
- G. All payroll payments will be made via electronic direct deposit to account(s) specified by the employee.
- H. Firefighters who are employed with the Township at the time of the execution of this MOA or who retired during the term of the new agreement shall be provided retroactive pay pursuant to the salary guide above. All firefighters eligible for retroactive pay shall receive the full amount of retroactive base salary, overtime, inspector stipend and Class 1 differential pay for which they are eligible for the year 2022.
- I. Any firefighter requested to work in the acting capacity of Firefighter Instructor, IT Support or perform administrative duties (other than on modified duty) shall receive an increase in their hourly rate of 3% for those hours worked in that

capacity. Any member performing in such capacity shall receive a minimum of one hour of additional stipend.

- J. Fire Inspector: A firefighter who is appointed to serve as a fire inspector on a full-time basis shall receive a 5% increase in his/her base salary so long as he/she serves in this role. Any other firefighter performing fire inspection work shall receive a 3% increase in his/her rate of pay for the hours performing fire inspection duties.

ARTICLE XI

Training Time

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

overtime pay as specified by Article VI, Overtime, above. Required training taken by employees during their normal tours of duty shall not be subject to training time (extra) compensation.

- C. Voluntary training (as distinguished from required training as discussed above) is not required by the Department. There shall be no payment to employees for time spent taking voluntary training. At the discretion of the Office of the Fire Chief, employees may be reimbursed for tuition and books. Employees must secure prior approval from the Chief of the Department before attending any classes and/or seminars they plan to seek reimbursement for.
- D. Rapid Intervention Crew/Safety will be added to scheduled training. The Township shall only pay for the tuition. This training shall be done on employee's own time and will not be scheduled during Department time unless such attendance does not create overtime. Employees will not be compensated for any time spent taking this course.
- E. All employees shall be reimbursed at the IRS business rate per mile for use of their personal vehicles for traveling to and from class to attend required training courses described in Paragraph A of this Article, when a municipal vehicle is not available.
- F. The Township agrees to pay for books and tuition for the Continuing Education Units needed to maintain the certification of those members of the department that are Emergency Medical Technicians.

ARTICLE XII

Personal Days

- A. Each employee shall be entitled to two (2) workdays of personal leave a year with pay, to be taken in full shifts only.
- B. A request for a personal day must be submitted to the Office of the Fire Chief through the scheduling portal, except in an emergency.

- C. A new employee must have a minimum of six (6) months service credit with the calendar year before he/she is eligible for this benefit for the same calendar year.
- D. Personal leave days may be carried beyond the calendar year in which the leave days were granted; however, such leave day must be used by no later than September 30 of the following year. If the leave day is not used by September 30 of the following year, it shall be forfeited.
- E. No employee shall receive compensation for any accumulated personal time upon retirement or resignation from employment with the Township.

ARTICLE XIII

Sick Leave

The following shall apply to sick leave of all members whose employment is governed by this Agreement:

- A. "Sick Leave" is defined as the absence from duty of an employee because of illness, accident, exposure to contagious diseases and attendance to his or her immediate family members, which shall include a member's spouse, domestic or civil union partner, parent or biological or adopted child and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as step-relative because of an illness which requires the care and attendance of such employee. A certificate of a reputable physician in attendance upon any officer or employee, or members of his or her immediate family, may be required as proof of need of a leave of absence.
- B. Sick leave with pay, in addition to the annual vacation shall be eight (8) hours for every month of service, plus an additional twenty-four (24) hours credited in July of each year, for a total of 120 hours per year. If any employee requires none or only a portion of his or her allowable sick leave for any calendar year, the amount

of such leave not taken shall accumulate to his or her credit from year to year, and he or she shall be entitled to such accumulated sick leave with pay as and when needed. Accumulated sick leave pay shall not be paid upon retirement except as modified in Section F.

- C. The Office of the Fire Chief will maintain appropriate records for accounting of each employee's total sick leave upon which it will be recorded the total sick leave. All absences will be maintained in these records, and all sick leave earned and consumed or used for each completed continuous service year will be recorded.
- D. Where employees have left the Township's employ and subsequently were re-employed, the last date of re-employment is to be used as employee's service date with the Township.
- E. The Township reserves the right to have any employee reported or reporting as ill or sick to be examined by a physician designated by the Township. The Township may require an employee who has been off duty for a continuous period longer than three (3) days to furnish the Township with a physician's certificate that the employee is physically fit and able to resume his/her duties, and the Township shall also have the right to have such employee examined physically by a physician of its own choice to determine whether or not such employee is able to resume his/her duties and employment.
- F. Accumulated, unused sick leave is not reimbursed, except to eligible employees of the Township who retire or resign from the Township's service under honorable conditions after fifteen (15) years of service or who die while a Township employee. The rate of reimbursement is forty (40%) percent of one day's pay (8 hours) at the current wage rate) for up to a maximum of two hundred fifty (250) accumulated sick days (2000 hours). The maximum amount of this benefit shall be \$25,000. All employees hired after January 1, 2018 who resign or retire under the

circumstance described above shall be subject to a maximum compensation for accrued sick of \$15,000.

- G. Employees disabled as a result of their employment, with verification by a Township certified physician, shall be granted thirty (30) days, or any fraction thereof, of sick leave in addition to his/her annual sick leave.
- H. If additional sick time is required, the decision for continuation of disability status, on a paid or partially paid basis, is determined by the Township Committee in consultation with an examining physician. Approval for extension of leave is granted for a thirty (30) day period of time, but in no case may a paid disability leave exceed one (1) year.
- I. Employees on paid sick leave, eligible for and receiving Workers' Compensation, are paid only that portion of their wages, which will total the normal earnings.
- J. Employees shall be advised annually of their accumulated sick time.

ARTICLE XIV

Bereavement Leave

All full-time employees of the Township shall be granted a bereavement leave up to four (4) days with pay, upon the death of any member of his/her family. The term "member of the family" is defined as follows: spouse, father or stepfather, mother or stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, child, spouse's child, foster-child, step siblings, grandmother, grandfather or grandchild.

Prior to absence from duty, if possible, or not later than noon of the first day of absence, an employee shall make application for bereavement leave to the Office of the Fire Chief. Reasonable verification of the event may be required. However, at least one day off shall be the day of the funeral or memorial service.

In addition to the above, a one-day bereavement leave, with pay, is granted to the employee to attend the funeral, memorial service, or wake of an uncle, aunt, nephew, niece or cousin of the

first degree of the employee or spouse of the employee. Prior approval from the Office of the Fire Chief is required for such one-day bereavement leave. If requested, proof must be furnished to the Office of the Fire Chief as to the relationship and death of the person involved.

ARTICLE XV

Military Leave

Any employee who is a member of the National Guard or Naval Reserve or of a reserve component of any of the Armed Forces of the United States shall be granted a leave of absence, with pay, for annual duty or training in accordance with N.J.S.A. 38A:4-4 and N.J.S.A. 38:23-1. This leave is granted in addition to the regular vacation leave. Subject to N.J.S.A. 38A:4-4, employees shall be compensated for the differential between the military compensation and their regular wages.

ARTICLE XVI

Jury Duty Leave

1. Employees are entitled to jury duty leave when summoned to serve as a juror. Employees shall be compensated for the differential between the court compensation and their regular wages.
2. Court Attendance
Except in civil proceedings, each employee, when required to attend court on behalf of the Township on his or her off duty time, shall receive overtime compensation at the rate of time and one-half if this time exceeds his or her normal tour of duty, for attendance at Municipal Court, (including municipal administrative hearings) Superior Court and Federal Court. Attendance at Superior and Federal Courts shall include Grand Jury proceedings and State and Federal administrative hearings. No payment shall be made hereunder to an employee for attendance in a civil proceeding.

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

ARTICLE XVII

Leave of Absence Without Pay

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

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

ARTICLE XVIII

College Incentive Program - Stipend

College Incentive Program Stipend.

- A. Upon completion of Associates Degree in Fire Science employee shall receive an annual stipend of \$1050.00. To be eligible for this benefit the employee must have served the Morris Township Fire Department for 49 months.
- B. Upon completion of Bachelor of Science degree in Fire Science employee shall receive an annual stipend of \$2075.00. To be eligible for this benefit the employee must have served the Morris Township Fire Department for 49 months.
- C. The employee must have earned the degree by December 31 of the previous year and will receive the stipend the following June. The stipend will be paid the first pay period of June.

ARTICLE XIX

Rules and Regulations

- A. The Township may establish and enforce reasonable and just rules and regulations in connection with the operations of the Fire Department and provided such rules and regulations are not in conflict with provisions of this Agreement. Prior to any change in the rules and regulations, such changes shall be discussed with the Association.

- B. It is understood that employees comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of superiors. If any employee or employees believe a rule, regulation, instruction or order of a superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, instruction, or order but with further provision that such employee or employees may regard the rule, regulation, instruction or order as a grievance which shall be handled in accordance with the grievance procedure set forth in this Agreement.

- C. The Township agrees to provide a copy of the Rules and Regulations to the Association.

ARTICLE XX

Probationary Period

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

ARTICLE XXI

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ARTICLE XXII

Scheduling

- A. The schedule for the employees stationed at the Collinsville and Mt. Kemble firehouses will be as set forth on the attached Schedule C. The week for these employees shall be an average of forty-two (42) hours per week and the shifts shall be two (2) ten (10) hour days 7:00 A.M. to 5:00 P.M. and two (2) fourteen (14) hour nights - 5:00 P.M. to 7:00 A.M. These employees shall not receive additional compensation for the averaged additional two (2) hours per week. However, they shall be entitled to overtime compensation in accordance with Article VI. The overtime rate shall be computed using a forty (40) hour workweek.
- The workweek for all other employees shall remain forty (40) hours per week, Monday through Friday inclusive. Employees (except the rotator and these stationed at the Collinsville and Mt. Kemble firehouse) will normally work a ten (10) hour tour of duty between the hours of 7:00A.M. and 5:00P.M., with one (1) rotating day off.

B. The employee(s) assigned to the rotator position shall work two (2) ten (10) hour days, between the hours of 7:00 A.M. to 5:00 P.M.; and two (2) fourteen (14) hour nights, between the hours of 5:00 P.M. to 7:00 A.M. These employees shall not receive additional compensation for the averaged additional two (2) hours per week. However, they shall be entitled to overtime compensation in accordance with Article VI. The overtime rate shall be computed using a forty (40) hour workweek.

C. The schedule for employees shall remain in effect and will only be modified by agreement of the parties.

D. SCHEDULE:

The fire department schedule will be pursuant to Schedule Cattached.

Stations 1 and 2, Mt. Kemble and Collinsville, shall always be staffed with at least one career firefighter. Under normal circumstances, Stations 1 and 2, Mt. Kemble and Collinsville, will be staffed with one Class 1 Firefighter during the day shift, and two career firefighters during the night shift consisting of one Class 1 Firefighter and one other career firefighter. The Department may adjust the foregoing staffing when there are exceptional or special circumstances.

Stations 3, 4, and 5, Hillside, Fairchild and Woodland, will be staffed during the weekdays only. Except for special or exceptional circumstances, there will be no staffing of Stations 3, 4, and 5 on the weeknights or weekends. Only weekends, these stations (3, 4 and 5) will be staffed by relief drivers between the hours of 8 a.m. – 5 p.m.

Stations 1 and/or 2 AM Rotators can be assigned on an as needed basis to provide appropriate coverage due to absences by other firefighters.

Station 3, Hillside, will be covered by the Station 1 Rotator when manpower allows the Station to be staffed, when no rotator is available, Station 3 will not be staffed. Stations 4 and 5 will each be staffed by a permanently scheduled Class 1 firefighter who will be stationed there during the weekdays and will receive a rotating day off each week.

E. The Fire Chief may in his sole discretion allow a firefighter to work a modified schedule due to an injury or a health condition or due to other circumstances that prevents a firefighter from performing his/her regular duties. The typical schedule for modified duty shall be an eight (8) hour day Monday through Friday. The Fire Chief shall have the right to modify the schedule from the typical schedule for special assignments based upon the needs of the Department upon mutual consent of the Chief and employee.

F. SENIORITY:

Except where good cause is shown for a transfer or reassignment, the top 8 Class One personnel shall be stationed where they are assigned at the start of the year. In making the annual assignments, the eight (8) most senior Class One firefighters can select a shift; however, the Office of the Chief shall identify the employee's house assignment.

ARTICLE XXIII

Outside Employment

A. An employee may hold an outside job after working hours if it does not interfere or conflict with his/her employment with the Township. An example of an outside job which interferes with his/her work is one that involves such hours of work or

physical effort that it reduces the quality or quantity of service to the Township or jeopardizes the health of the individual.

- B. A conflict of interest determination is made solely by the Administrator on an individual basis.

ARTICLE XXIV

Safety

- A. Safety equipment is provided for the employee's protection in those areas considered hazardous. Posted rules for the use of such equipment are to be observed.
- B. Any injury incurred on the job should be immediately reported to the supervisor. Both short and long-term benefits are protected by strict adherence to this policy.
- C. All Accident Prevention and Risk Management concerns shall be immediately addressed to the Office of the Fire Chief or his/her designee. Accident Prevention and Risk Management concerns may be followed up by the F.M.B.A. Representative with the Township Administrator.

ARTICLE XXV

Conventions, Conferences, Seminars

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

ARTICLE XXVI

Uniforms

- A. The Office of the Fire Chief shall have the authority to replace uniforms as needed in his/her judgment. An effort will be made consistent with law to select vendors who will provide the clothes within thirty (30) days of order. The current clothing allotment is detailed in Schedule B.
- B. All members must wear uniforms as directed and approved by the Fire Chief, which must be worn at all times during the hours of work. The Chief, upon request from a member, may approve a deviation from the uniform Standard Operating Procedure.

ARTICLE XXVII

Promotions

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

ARTICLE XXVIII

No Strike Pledge

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

Township. The Association agrees that such action would constitute a material breach of this Agreement.

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

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

ARTICLE XXIX

Disciplinary Action

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

1. Neglect of duty.
2. Incompetence or insufficiency.
3. Insubordination or serious breach of discipline.
4. Consumption of alcoholic beverages while on duty, or reporting to work in unfit condition.
5. Consumption of drugs while on duty.
6. Chronic or excessive absenteeism.
7. Disorderly or immoral conduct.
8. The conviction of any criminal act or offense.
9. Negligence of or willful damage to public property or waste of public supplies.

10. Conduct unbecoming an employee in the public service.
11. The use or attempt to use one's authority or official influence to control or modify a political action of any person in the service or engaging in any form of political activity during working hours.
12. Unauthorized use of municipal vehicles or other equipment.

Disciplinary proceedings shall be conducted in accordance with N.J.S.A. 40A:14-19 *et seq.* and are grievable under the terms of the contract, if not covered by statute. Discipline shall adhere to the principals of progressive discipline and seek to be corrective in nature. The Township will comply with the 45-day rule in accordance with N.J.S.A. 40A:14-28.1.

ARTICLE XXX

Grievance Procedure

A. Definition

Grievance - A grievance is any alleged violation of term and conditions of employment as set forth in this Agreement or any dispute with regard to the Agreement's meaning or application. Grievances regarding oral or written reprimands shall only be processed through Step 3 of the grievance procedure.

B. Purpose

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

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

C. Procedure

An aggrieved employee or the Association must file his/her grievance in writing with the Office of the Chief, which shall acknowledge receipt, within five (5) business days (Monday through Friday, excluding Holidays) of the occurrence of

the matter complained of and/or the time when the employee should have known of the matter complained of. Failure to act within said time period shall constitute an abandonment of the grievance.

STEP 1: Once timely filed, the aggrieved employee shall discuss the grievance with the Chief. The Chief has five (5) business days from receipt of the grievance within which to respond to the employee and the Association. Should the Chief be away for personal or business reasons during the five-day period, then the time to respond shall not commence until his/her return to duty.

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

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

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

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

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

STEP 4:

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

1. The determination of the Arbitrator shall be final and binding upon all parties. The reasonable expenses of the arbitrator shall be borne equally

by the Township and the Association. Association witnesses and an Association representative shall be given time off with pay to attend any arbitration proceedings if said proceedings occur during on-duty hours.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be in writing with reasons therefor and shall be final and binding.

- D. Upon notice to the Fire Chief the designated Association representatives shall be appointed as members of the Grievance Committee to confer with employees and the Township on specific grievances and to attend grievance meetings in accordance with the grievance procedure set forth herein during working hours of employees without loss of pay.
- E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.
- F. No grievance may be presented or processed without the Association's consent, and an Association Representative shall, if desired, by the Association, be present at all steps of the grievance procedure.

ARTICLE XXXI

Mutual Swap

Any employee may upon request to the Office of the Fire Chief through the scheduling portal, be granted special leave with pay for any days on which he/she is able to secure another employee to work in his/her place provided:

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

Such leave shall not be unreasonably denied.

ARTICLE XXXII

Savings Clause

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

ARTICLE XXXIII

Full Bargained Provisions

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

ARTICLE XXXIV

YMCA Corporate Membership

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

ARTICLE XXXV

Incident Commander Pay

In the event a superior officer does not appear for or arrive on the scene of an emergency call where at least two fire apparatus are necessary or required, and such call extends beyond one-half hour, then the individual firefighter operating the first fire apparatus to arrive on the scene shall be deemed to be the incident commander. The firefighter incident commander shall be paid at a rate of five dollars (\$5.00) per hour more than his/her base rate for the duration of the emergency call. If during the emergency call a superior officer arrives on the scene, and assumes command, then the firefighter incident commander shall cease being in charge of the emergency call and will cease receiving the additional pay.

Such pay shall be calculated in 15-minute increments. In the event this provision is applicable, the incident commander will get paid for initial 30 minutes at the increased rate then paid in 15 min increments thereafter.

SCHEDULE A

DENTAL PLAN

BENEFITS

(Percentage of Delta's Allowable Charges)

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

(for eligible employees and dependents)

DEDUCTIBLE

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

MAXIMUM

Calendar year maximum per patient for:

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

PRESCRIPTION PLAN

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

- E. **NON-PARTICIPATING PHARMACY.** Any Pharmacy other than a Participating Pharmacy which regularly sells Prescription Drugs.
- F. **PARTICIPATING PLAN.** Any Blue Cross Plan or Blue Shield Plan or other affiliate which has a written agreement to provide benefits to Eligible Persons as described in this Exhibit.
- G. **CO-PAYMENT.** The amount charged to the Eligible Person by a Participating Pharmacy, or deducted from a claim submitted directly to the Plan by an Eligible Person. This applies to each Prescription Drug, on a Prescription Order or authorized refill, and to insulin. The payment per prescription of \$10.00 for generic prescriptions, \$15.00 for brand name prescriptions and \$10.00 for generic prescriptions, \$15.00 for brand name prescriptions for mail order prescriptions. The increased co-pays shall be effective as soon as practicable.

SCHEDULE B

UNIFORM ALLOWANCE

The Township shall provide the following items to all new hires:

INITIAL ISSUE:

- 6 – Navy blue trousers
- 6 – Navy blue long sleeve shirts.
- 1 – Navy blue short sleeve shirts
- 4 - Short sleeve one hundred percent (100%) cotton Navy blue golf shirts with Maltese cross on left breast.
- 1 - Navy Blue Coveralls
- 1 – Navy Blue Coat. (Lion Station Wear or equivalent)
- 1 - Protective CPR Mask
- 1 - Ball cap (to be purchased by F.M.B.A. as approved by the Office of the Fire Chief)
- 1 - Raincoat

All initial issue items, with the exception of the ball cap, shall be replaced when the item(s) become ripped, stained, worn out, or otherwise cannot be repaired by the employee. Items damaged beyond repair which need replacing shall be furnished or ordered by the Office of the Chief after the item(s) have been turned into the Office of the Chief. The Township agrees to keep one (1) pair of trousers in stock in each of the sizes utilized by employees.

Upon issuance of the initially issued clothing, members are required to have an inventory of twelve (12) shirts, with a minimum of two (2) Navy blue long sleeve shirts, one (1) Navy blue short sleeve shirt, and the balance may be any combination of Navy blue long sleeve, Navy blue short sleeve or authorized polo shirts. When a member is in need of new boots or a helmet, the Township shall provide, at its cost rubber boots or standard issue helmet. If a member wishes to have leather boots or a leather helmet, then the member may have the leather equipment issued so long as the member pays the difference between the cost of the rubber boots or standard issue helmet and the leather boots or helmet.

Additionally, employees shall receive the following on an annual basis:

- 1 pair work boots or

1 pair work shoes

Members shall receive an issuance of FDNY style sweatshirt each year of their first three years of service and on an as-needed basis, based upon wear-and-tear thereafter.

Each year, a member who also serves as a full-time fire inspector(s) shall receive an issue of work boots or work shoes pursuant to the above issuance for all firefighters. An appointed, full-time fire inspector may receive a second pair of work boots upon request and a showing of need based upon usage and wear-and-tear of initially issued work boots.

SCHEDULE C

Sta/Firefighter	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun							
Date:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Station 1																														
FF Tour 1	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	A	A
FF Tour 2	A	P	P	X	X	X	X	A	A	P	P	P	X	X	X	A	A	P	P	P	X	X	P	A	A	P	P	X	X	X
FF Tour 3	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P
FF Tour 4	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	X	A	A	P	P
Station 2																														
FF Tour 1	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	A	A
FF Tour 2	A	P	P	X	X	X	X	A	A	P	P	P	X	X	X	A	A	P	P	P	X	X	P	A	A	P	P	X	X	X
FF Tour 3	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P
FF Tour 4	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	X	A	A	P	P
Station 1 Rotator																														
FF Tour 1	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	A	A
FF Tour 2	A	P	P	X	X	X	X	A	A	P	P	P	X	X	X	A	A	P	P	P	X	X	P	A	A	P	P	X	X	X
FF Tour 3	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P
FF Tour 4	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	X	A	A	P	P
Station 2 Rotator																														
FF Tour 1	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	A	A
FF Tour 2	A	P	P	X	X	X	X	A	A	P	P	P	X	X	X	A	A	P	P	P	X	X	P	A	A	P	P	X	X	X
FF Tour 3	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P
FF Tour 4	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	A	A	P	P	X	X	X	X	X	A	A	P	P
Station 3																														
FF Rotator E3	X	X						X	X						X	X														
Station 4																														
FF Rotator L2	X	X						X	X						X	X														
Engine 4	X	X				X		X	X					X	X	X									X					
Station 5																														
FF Rotator L1	X	X						X	X						X	X														
Engine 5	X	X					X	X	X					X	X	X									X					

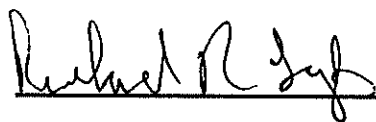
ARTICLE XXXVI

Term and Renewal

This Agreement shall have the term from January 1, 2022 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this Agreement shall continue in full force and effect until a successor agreement is executed.

FMBA Local 70

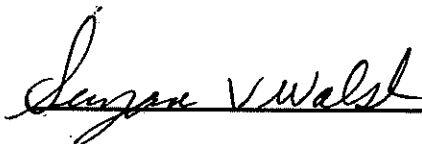
Township of Morris



Richard Lynch, President

Dated: 9-15-2023

Attest:



Suzanne V. Walsh, Township Clerk

Dated: 9/21/23



William Ravitz, Deputy Mayor

Dated: 9/20-23