

Agreement

Between

**Township of Morris
Morris County, New Jersey**

and

**The International Brotherhood of Teamsters,
Local No. 469**

January 1, 2018 through December 31, 2021

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PREAMBLE

This agreement, made and entered into this 20th day of ^{MAY} ~~March~~, 2019, by and between the Township of Morris, a municipal corporation in the County of Morris and State of New Jersey (hereinafter referred to as the 'Township') with offices at the Municipal Building, 50 Woodland Avenue, Morris Township, New Jersey 07961-7603, as 'Public Employer', and the International Brotherhood of Teamsters, Local 469, 3500 Highway 35, Suite 7, Hazlet, New Jersey 07730 (hereinafter referred to as the 'Union') as 'Public Employee Representative', is the final and complete understanding between the Township and the Union of all bargainable issues and as such will serve 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 may be rendered.

ARTICLE I RECOGNITION

In accordance with 'Certification of Representation' of the Public Employment Relations Commission dated October 2, 1996, Docket No. RO-97-12, the Township of Morris, Morris County, New Jersey recognizes the International Brotherhood of Teamsters, Local No. 866, now known as Local No. 469, as the exclusive bargaining representative for all employees covered in the aforementioned Certification i.e.; All blue collared employees employed by Morris Township, including employees of the Departments of Parks and Recreation, Roads, Sanitation, and Sewer.

Excluding all other employees of the Township, including clerical employees, managerial executives, Confidential Employees, Police, craft and professional employees, supervisors within the meaning of the Act, and all others.

ARTICLE II MANAGEMENT & EMPLOYEE RIGHTS

A. In order to effectively administer the affairs of the Township and to properly serve the public, the Township 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 prerogative 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, transfer and assign employees;
4. To demote, suspend, discharge and otherwise take disciplinary action against employees;
5. To take necessary action in emergencies;

6. To determine standards of selection for employment;
7. To determine standards of performance of employees;
8. To evaluate employee performance;
9. To maintain the efficiency of its operations including the right to reduce staff and lay employees off;
10. To determine and implement the technology of performing work;
11. To determine the methods, means, and personnel by which the Township's operations are to be conducted;
12. To determine the content of job classification and descriptions; and
13. To promulgate, from time to time, rules and regulations which are not inconsistent or contrary to this agreement, which may affect the orderly and efficient administration of the Township.

The listing of the foregoing rights are not intended to be nor shall they be restrictive of or a waiver of any of the rights of management not listed herein whether or not such rights have been exercised by the Township in the past.

B. 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, unless expressly modified by terms of this Agreement, and to the extent same conform to laws of New Jersey and of the United States.

C. Nothing contained in this Agreement shall operate to deny to, or restrict, the Township in the exercise of its right, responsibilities and authority pursuant to the laws of this state or of the United States.

D. Further, nothing herein shall be construed to deny or restrict to any employee such rights as he may have under any applicable federal or state law or regulation. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any Employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state, or federal law.

No reprisals of any kind shall be taken by the Township or any member of the Administration against any party interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

ARTICLE III GRIEVANCE PROCEDURE

Section 1: Definitions

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

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

Section 2: Purpose

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

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

Section 3: Procedure

A. An aggrieved employee must file his grievance in writing with his immediate superior within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after he (the grievant) 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, Union Shop Steward, and the employee's immediate supervisor shall discuss the grievance. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) workdays by the immediate supervisor, the grievance may be appealed to Step 2.

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 with the Union Shop Steward, may present his grievance to the Township Grievance Committee, as defined herein, within seven (7) work days thereafter. The Township Grievance Committee shall be comprised of the Township Administrator and the Standing Committee or two persons appointed by the Township Committee. Upon receipt of the grievance, the Township Grievance Committee shall investigate the grievance and shall render a decision thereon within ten (10) workdays.

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, together with his Union Business Representative, Union Shop Steward, and legal counsel, may appeal to the Township Committee, in writing within ten (10) work days thereafter, by use of a mutually approved grievance form.

If the grievant, in his appeal to the Township Committee, does not request a hearing, the Township Committee may consider the appeal on the written record submitted to it or the Township Committee may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Township Committee, copies thereof shall be given to the aggrieved employee who shall have the right to reply thereon. Where the grievant requests, in writing, a hearing before the Township Committee, a hearing shall be held within thirty (30) work days from the date of the receipt of the written request. The Employee, together with his Union Business Representative, Union Shop Steward, and his legal counsel, may be present at the hearing and shall be afforded an opportunity to present evidence and require the appearance of witnesses – if such witnesses are employees of the Township – to appear and testify on behalf of the grievant. The Township shall fully cooperate with the grievant, his Union Business Representative, Union Shop Steward and legal counsel, with respect to (a) the production of any documents relevant to the issue at hand; and (b) the production of employee witnesses. The Township Committee shall render its written decision within thirty (30) days from the date of the hearing, unless the parties mutually agree in writing to extend the period in that particular instance.

STEP 4: If no satisfactory settlement can be agreed upon at Step 3, the matter may be referred by the grievant to the New Jersey Public Employment Relations Commission (P.E.R.C.) for arbitration. However, non-contractual grievances (e.g., grievances relating to policies/procedures which are not contained in or subject to this Agreement) or disciplinary actions not resulting in a suspension (e.g., written/verbal reprimand, fine) shall terminate at Step 3 and are not subject to arbitration. After P.E.R.C. submits a list of arbitrators to the Union and the Township, they shall reply with their preferred selection no later than five (5) workdays after receipt of such list.

The Arbitrator shall not have authority to amend or modify this agreement or establish new terms or conditions under this agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedure set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Township and the Union.

The procedure set forth herein may be invoked only by an authorized representative of the Employer or the Union.

If the Employer/Union fails to comply with the award of the Arbitrator or with the procedures under this Article, the Employer/Union seeking compliance shall have the right to take all legal and economic action to enforce compliance.

ARTICLE IV SENIORITY

A. Seniority, which is defined as continuous employment with Township from date of last hire, will be a factor in an employee work history, which will be given due consideration by the Township in promotion and/or advancement to higher rated positions within the terms and conditions of this agreement.

B. All vacancies or newly created bargaining unit positions shall be posted. Qualifications and seniority shall be significant factors and shall be taken into consideration in filling such vacancies and new positions. Seniority shall prevail in all matters where a preference of selection involves two or more equally qualified employees.

C. In the event that at any time or times it becomes necessary, in the opinion of the Township, to reduce the number of employees, qualifications and seniority shall be a significant factor among employees and each given equal weight in determining employees to be laid off. Therefore, employees shall be laid off in the reverse order of seniority taking into consideration qualifications and shall be returned in the order of seniority taking into consideration qualifications. Employees who are to be laid off shall be given at least twenty (20) working days' advance written notice by the Township. The employee on lay off has recall rights for a period of two years.

D. The most senior employees shall be given preference, during the period of January 1 through March 31, in the selection of vacations, provided there is no interference with the normal operation of the Township.

E. The opportunity for training and educational advancement within the unit or for upgrades of position shall be based upon seniority and qualifications.

ARTICLE V UNION REPRESENTATIVES

A. The Business Manager or Business Representative of the Union may, on no more than six occasions per year, enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions. Such Union representative may also enter the Township facilities or premises at reasonable hours for the purpose of assisting in the adjustment of grievances and discussing with Township representatives the necessary business required to maintain a working relationship between the parties and their charges. When the Union decides to have its representative enter the Township facilities or premises, it will request such permission from the appropriate Township

representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Township Government nor meetings held on Township time or property.

B. Four Shop Stewards may be appointed to represent the Union in the Union's business and dealings with the Township. The authority of Shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (1) The investigation and presentation of grievances in accordance with the provisions of this agreement;
- (2) The collection of dues when authorized by appropriate local Union action;
- (3) The transmission of such messages and information which originate with, and are authorized by the local Union or its officers, provided that such messages and information:
 - a) have been reduced to writing or
 - b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Township's business.

Shop Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

The Shop Steward shall be from the following departments: Two from Roads and Sanitation, one from Parks and Recreation, and one from Sewer. The Union shall provide in writing the names of said stewards to the Township and without written notice of change no other individual shall be recognized by the Township. Departmental stewards shall have top seniority in their respective departments, as to layoffs only.

C. Upon notification to and approval by the appropriate supervisor, the privilege of the steward to leave his work at a reasonable time during working hours without loss of pay is extended with the explicit understanding that the time will be reasonable and will be devoted solely for the purposes of investigating, processing and presenting grievances, without loss of pay, provided same does not unduly interfere with the normal working operations of the Employer.

D. The Township will notify the Union, in writing, of all promotions, demotions, transfers, suspensions, and discharges of any employee covered by this agreement. The Township will also notify the Union, in writing, of any plan to layoff any employee covered by this agreement. The Township will also provide the Union with an updated list of covered employees showing the employee's name, address, job classification, telephone number, and the last four digits of the covered employees' Social Security number. The

Union will be also notified of any additions and/or deletions in the payroll of covered employees as they occur.

ARTICLE VI HOURS OF WORK

A. The basic workweek shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days per week Monday through Friday, for employees covered under this Agreement, except for those hired after July 8, 2008.

B. The regular hours of the workweek shall be from 7:00 a.m. to 3:30 p.m., for Roads, Sewer, and Parks and Recreation personnel and 6:00 a.m. to 2:30 p.m. for Sanitation and Recycling personnel with an unpaid one-half hour lunch period, unless otherwise designated by the Department Head in an emergency situation. In addition to the unpaid one-half hour lunch period each work day, the Township shall also allow, at its discretion time-wise, thirty (30) minutes of paid break time during each work day.

During the summer months, from Memorial Day to Labor Day, the Department Heads shall have the discretion to adjust work hours by moving the start and end times up to one hour earlier or later ("summer hours"). The summer hours can also be used for leaf removal/clean-up on an as needed basis. The Sanitation Department can be scheduled to begin at 5:30 a.m. ending at 1:30 p.m. with no lunch break – 2:00 p.m. if a lunch break is taken. The Road Department, including vehicle maintenance, can be scheduled to begin at 6:00 a.m. and end at 2:30 p.m.

C. In those departments where the Township uses a timeclock to record an employee commencing and ending work, all members in that department must use the timeclock to record when they begin work, and end work. If an employee becomes aware of the timeclock's malfunction or stops working, this must immediately be brought to a supervisor's attention.

OVERTIME

A. Overtime – The Union recognizes the Township's need for and right to require reasonable amounts of overtime. The schedule for working such overtime shall be established by the Township.

1. All employees, except as otherwise provided herein, shall be paid time and one half their hourly rate of pay for the job classification of work to be performed for each hour of duty beyond the normal tour of duty. After an employee works one-half (1/2) hour of overtime, he shall receive overtime pay in one-half hour increments for each one-half (1/2) hour worked. In computing time worked for overtime eligibility, all approved leave time will be included, with the exception of "leave without pay."

2. 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.

Any eligible employee shall be paid compensation at the overtime rate when authorized to work beyond his regular tour of duty by his department head or the Township Administrator. All efforts shall be made to give as much prior notice, as reasonably possible, or pending unscheduled overtime.

3. As an alternative to the mandatory payment of overtime provide 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 accumulated compensatory time shall not exceed one hundred fifty (150) hours and the employee may only use fifty-six (56) hours in a calendar year. Once used, within a calendar year, no further hours may be accumulated to replace the expended compensatory time. The Township, however, agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

Members shall be notified, no later than the second-to-last payday of any calendar year as to the balance of his/her compensatory time for the year. If a member wishes to utilize some or all of the accumulated leave time earned, he/she must notify the Township pursuant to this Agreement and Township policy of the request within a reasonable amount of time thereafter if such time is to be used prior to the end of the year. Any overtime earned after the second-to-last paycheck of the year is issued but before December 31 of a particular year, shall be paid to the employee and cannot be accumulated as compensatory time off. All unused compensatory time as of December 31st of each year shall be paid to the employee upon request at the current rate of salary.

All requests for time off under this provision must be submitted on prescribed forms for the approval of the Department Head at least seventy-two (72) hours in advance and will be granted only when to do so would not disrupt normal operations.

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

B. Minimum Guarantee - An employee called out to work outside of his normal working hours shall receive a minimum of two (2) hours pay at overtime rate of pay. If an employee is called in to work two hours or less before his normal starting time, this time worked shall be considered as part of his normal starting time and this time worked shall be considered as part of his normal work day and shall not be covered under this provision.

The provisions of paragraph "A. Overtime", of this Article shall, however, not apply to those employees who have voluntarily chosen to accept seasonal or additional employment by the Township in addition to their normal regular year-round employment by the Township.

In the distribution of overtime work, preference over temporary or seasonal employees shall be given to permanent fulltime employees. Overtime shall be offered and equally distributed to the extent possible among the employees capable of performing the work to be completed, using the established rotational system. Opportunity to work overtime shall be rotated with the intention to achieve equalization. The initial list shall be kept by seniority with shop stewards at the top of each unit for the first rotation. Regular employees assigned to any project during the normal working hours shall stay on for any overtime attributable to that shift.

The overtime provisions of this Article shall apply only to permanent full-time employees.

C. Recording Overtime, Maintaining A Current List of Overtime Actually Worked or Offered.

The method of recording an employee's overtime will be as follows:

1. The Overtime employee physically worked.
2. The Overtime employee refused.
3. The Overtime employee was too ill to work.
4. When the employee is unable to be reached.

The Union will maintain a current list of overtime actually worked, together with overtime charges in accordance with Section B of this Article. All available employees shall make every effort to work emergency overtime when requested, unless otherwise excused by the Township.

D. Meal Allowances for Working Nonscheduled Overtime

When working nonscheduled overtime, employees shall be entitled to the following meal allowances:

BREAKFAST ALLOWANCE	LUNCH ALLOWANCE	SUPPER ALLOWANCE
\$9.00	\$9.00	\$14.00

To be eligible for a meal allowance, a member must first fulfill the criteria set forth below:

1. Work a minimum of three (3) hours unscheduled overtime to be eligible for the allowance.
2. Any employee required to work more than three (3) hours past his/her scheduled work shift shall be provided the above stipend for a supper allowance.

3. Meals shall be scheduled by the employee's supervisor based on workload. All employees are required to have their supervisor's approval prior to breaking for any meal.
4. All employees will be allotted one hour for each meal.

E. Cross Training for Parks and Recreation Scheduled Overtime

The Township will provide cross training to interested employees from the Department of Public Works or the Water Pollution Control Utility on a voluntary basis for Parks and Recreation scheduled overtime. Any overtime shall be assigned to Parks and Recreation employees first. If Parks and Recreation employees are not available, or decline the overtime shall be from all other cross-trained unit members based upon seniority.

**ARTICLE VII
HOLIDAYS**

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

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Day After Thanksgiving
Good Friday	Columbus Day	Christmas Day

B. Employees who are scheduled to work on the recognized holiday noted in this Article shall be entitled to receive the regular straight time pay to which such employees would be entitled had they not worked on said holiday, and shall, in addition, be paid at the rate of one and a half times their hourly rate for the actual hours they worked on said holiday; provided, however, that anyone working on January 1st or December 25th or Thanksgiving Day shall receive double time for the hours actually worked on said holiday.

C. Employees who are normally scheduled to work a workweek other than the normal Monday through Friday workweek shall receive the same holiday benefits as do all other employees.

D. To be entitled to a holiday, an employee must have worked on the day preceding and the day following the holiday (as defined in Paragraph A above) unless he is absent on authorized leave with pay. Authorized leave with pay shall include:

Vacation Leave
Personal Leave
Bereavement Leave
Authorized Sick Leave

E. If any of the designated holidays fall on a Saturday, it shall be celebrated on the preceding Friday. If any of the designated holidays should fall on a Sunday, it shall be celebrated on the following Monday. Should an official holiday be observed during an employee's vacation, that employee shall not be charged for use of a vacation day on the holiday. Should an official holiday occur while an employee is on sick leave, that employee shall not be charged for use of a sick day on the holiday.

**ARTICLE VIII
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 provided:

<u>Length of Service</u>	<u>Vacation Days</u>
Completion of six months but less than one ye	Five (5) days
From 1 st anniversary to 5 th anniversary	Ten (10) days
From 5 th anniversary to 12 th anniversary	Fifteen (15) days
From 12 th anniversary to 17 th anniversary	Twenty (20) days
From 17 th anniversary to 22 nd anniversary	Twenty-Five (25) days
After 22 nd anniversary	Thirty (30) days

B. 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 provided:

<u>Length of Service</u>	<u>Vacation Days</u>
Completion of six months but less than one ye	Five (5) days
From 1 st anniversary to 8 th anniversary	Ten (10) days
From 8 th anniversary to 16 th anniversary	Fifteen (15) days
From 16 th anniversary to 22 nd anniversary	Twenty (20) days
After 22 nd anniversary	Twenty-Five (25) days

Vacation time shall be accumulated when earned.

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

C. A vacation leave which an employee does not take of his or her own volition during any calendar year may be held over and taken prior to June 30 of the following calendar year and, if not so taken, shall expire and shall not accumulate. The scheduling of this vacation must be approved by the Department Head. The employee may make a request through their Department Head to extend the prior year vacation time to September 30th subject to the approval of the Department Head, Township Administrator and Township Committee.

D. If any official holiday as listed in this agreement occurs during an employee's vacation, the employee shall be entitled to an additional day in lieu of the holiday.

E. Annual vacation leave will be prorated for employees who voluntarily resign, retire, or who are terminated from employment for cause. Full annual vacation leave will be granted to employees who are terminated by the Township due to reduction in work force.

F. Anything to the contrary notwithstanding, if a death occurs in an Employee's immediate family, or the Employee is disabled or sick during the vacation period, the remaining vacation time shall be canceled or rescheduled at the Employee's request. The Employee shall submit proof to the Township substantiating the death, illness, or disability.

G. General Vacation Rules

(1) Vacations may be taken at any time between January 1 and December 31, subject to the approval of the Department Head.

(2) Vacations may begin on any working day. Vacations may be taken in increments of one-half (1/2) day or more with a minimum of one week prior notification to the Department Head. Full days are not required.

(3) Requests to take vacation on the part of employees who are working short hours following a period of disability, shall be approved on an individual basis and solely at the discretion of the Township.

(4) The union acknowledges that it is the sole prerogative of the Township to schedule employees. Furthermore, the decision as to the number of employees who will be working on any given day is solely within the discretion of the Township as is the determination as to the number of employees who may be given leave on any specific date. The union acknowledges that the non-negotiable decision to grant or deny a day off to an employee based upon the need of management to effect the daily operations of the Township shall not be subject to the contractual grievance procedure nor shall same be otherwise appealable notwithstanding any past practice between parties.

(5) Employees must provide 72 hours prior written notice of any cancellation of scheduled vacation to their department Head to cancel any previously scheduled vacation.

H. Deferred Vacations

(1) Reasons for Deferment

(a) The governing body may, by resolution, grant deferments of vacation to the following year to:

(i) Take advantage of an unusual recreational opportunity (such as an extended trip) or for special personal projects, provided that at least one (1) full week is deferred and the total resultant vacation in the following year does not exceed eight (8) weeks.

(ii) Enable an employee to take the balance of vacation unavoidably postponed by disability. Any portion of the vacation which can be taken during the current year should be taken.

(b) The intent of the vacation plan is for employees to take their full vacation in each calendar year. Any employee's request for deferment of vacation must be in writing to the department head.

(2) Deferments may not be made for more than one (1) year.

I. Vacation while on Disability

(1) Employees out of work due to a disability, including on-the-job injury covered by workers compensation, are required to remain in their place of residence to convalesce. Employees out of work due to a disability are ineligible for use of vacation leave..

(2) In the case of an on-the-job injury resulting in disability, Department Head in his/her discretion may permit the employee to use pre-approved vacation, provided that the member's physicians and case managers, where applicable, are of the opinion that any planned travel or activities will not endanger the employee or prolong his/her recovery, and other conditions set forth in this Section are met. The employee shall be responsible to continue all physical therapy or other prescribed treatment while utilizing vacation time. Failure to fulfill these requirements may subject the employee to disciplinary action.

(3) Requests to take vacation on the part of employees who are working short hours following a period of Workers Compensation Leave or Temporary Disability Leave, shall be approved on an individual basis and solely at the discretion of the Township.

(4) Employees on either Workers Compensation Leave or Temporary Disability Leave must be approved for a return to duty on a fulltime basis before

vacations are granted. They may, however, start on vacation immediately following a return to work, if the use of vacation is approved.

J. Vacation and Resignation

(1) Once an employee has announced plans to resign, vacation shall be approved only on an individual basis and solely at the discretion of the Township.

(2) Any vacation taken in excess of vacation earned shall be deducted from the employee's final paycheck.

K. Payment in Lieu of Regular Vacation

No employee shall receive compensation for any accumulated vacation time upon retirement or resignation from employment with the Township.

(4) In cases of death, either in active service or while on disability, payment in lieu of vacation is allowed. Payment in lieu of vacation will be for the full amount of unused days for which the employee would have been entitled during the year in which the last day of active service preceding death occurred.

(5) In cases where an employee resigns while on leave of absence, payment in lieu of unused vacation may be allowed.

ARTICLE IX HEALTH BENEFITS, PRESCRIPTION AND DENTAL PLAN

The Township agrees to maintain existing hospitalization, insurance, dental plan, prescription plan, and applicable pension benefits for employees during the term of this Agreement.

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. For new hires, the health benefits will be provided on the first day of the month following sixty (60) calendar days of employment; the dental insurance plan will be provided on the first day of the month following sixty (60) calendar days of employment; and the prescription plan will be provided on the first day of the month following sixty (60) days of employment. Health insurance coverage is provided under the New Jersey State Health Benefits Program. Prescription and dental benefits will be provided through a third-party administrator.

The co-payment per prescription shall be \$15.00 for a name brand drug for a thirty (30) day supply from a local pharmacy, \$10.00 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; The details of such plan to be provided by the Township enrollment has been effected.

The Township will provide full family dental and prescription drug coverage as described in Schedule B. The Township reserves the right to change insurance carriers during the life of this contract, so long as the level of coverage remains equal to or better than the base coverage.

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 college the age shall be 23, all medical coverage afforded members of the Association. The medical coverage afforded an employee's spouse and children shall continue in force and effect for a maximum period of ten (10) years from the date of the employee's date of death. Should the spouse remarry, the aforesaid coverage shall cease as to both spouse and children.

New Jersey Direct 15 plan shall be the base health benefits plan of contract. Employees who select a 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 benefits 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 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 medical 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.

A member who elects medical health insurance coverage which has a higher premium cost than that of the NJ Direct 15 Plan shall contribute the required percentage of the premium cost based upon the NJ Direct 15 premium calculation; additionally, the employee shall be responsible for the difference between the NJ Direct 15 premium and the higher cost premium. Premium for cost sharing for prescription coverage will be based upon c.78, P.L.2011 (N.J.S.A. 40A:10-21.1).

No employee will be exempt from payment of such contributions regardless of years of service. All employees shall make the applicable contributions based upon their coverage, health benefit plan selection, compensation and other statutorily required criteria, if any.

Premium cost sharing on dental insurance shall not be required upon the implementation of the statute. The current plan shall remain in effect. Employees shall continue to be liable for the enhanced dental plan's cost above the basic plan. Premium cost sharing for prescription coverage will be changed from the contracted provision to the formula under the new statute.

**ARTICLE X
LEAVES OF ABSENCE**

A. Jury Duty.

If a member is selected for jury duty, every effort shall be made to adjust his/her schedule to allow for him/her to serve as a juror. A member selected for jury duty shall be paid for time served as a juror in such amount as will compensate the employee for any loss sustained; i.e., that amount which is the difference between the amount of employee's salary and juror's compensation.

B. Military leave.

Where an employee is a member of the New Jersey National Guard, including the Naval Militia and the State Guard and is required to engage in active duty for training, he/she shall be granted a military leave of absence with pay, up to ninety (90) days, for such training pursuant to N.J.S.A. 38A:4-4. Such paid leave of absence shall not affect his/her vacation.

Where an employee is a member of the United States Reserve, including Army Reserve, Naval Reserve, Air Force Reserve, Marine Reserve, and Coast Guard Reserve, or a member of the National Guard of another state and is required to engage in active duty for training, he/she shall be granted a military leave of absence with pay, up to thirty (30) days, for such training pursuant to N.J.S.A. 38:23-1.

When an employee has been called to active duty or inducted into the military, air or naval forces of the United States, he/she shall be granted an indefinite leave of absence without pay, and his/her seniority shall continue for the duration of such military service. Such employee must be reinstated without loss of privileges of seniority.

C. Leave of Absence Without Pay.

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

1. Leaves of absence without pay may be granted by the Township Committee for a period not exceeding one (1) year to any employee or officer of the Township:

- a) Who is temporarily or physically incapacitated.
- b) To attend school or to engage in a course of study designed to increase his usefulness on his or her return to service.

c) For any reason considered good by the Township Committee.

D. Personal Day.

1. Each employee shall be entitled to two (2) workdays of personal leave a year with pay. Such leave shall not be cumulative from year to year. It is not the intent of personal time to either extend weekends, extend vacation or be taken for personal rest and relaxation purposes. Employees are required to submit to the Employer a written request for a Personal Day on the approved form, when such notice is possible. When advance notice cannot be reasonably provided and a Personal Days is requested in less than seventy-two (72) hours of the request, the employee shall request a Personal Day by contacting his/her Department Head by telephone.

Personal Days may be granted only when to do so would not disrupt the normal operations of the several departments; provided, however, that the Township may not unreasonably withhold its consent to permit the employee to take such personal time.

2. Personal days may not be used in conjunction with vacation or other leave. Personal days shall not be taken on a day immediately prior to or on the day after a vacation day or after a sick day. For purposes of this section, attendance at a required training program shall be considered a workday.

3. A new employee must have a minimum of six (6) months service credit before he/she is eligible for this benefit.

E. Bereavement Leave.

1. All full-time employees of the Township shall be granted a bereavement leave up to three (3) days, with pay, upon the death of any member of his family. The term 'member of his family' is defined as follows: father or stepfather, mother or stepmother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse, child, foster child, grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchild or step-sibling.

2. 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 Department Head, stating specifically the relationship between the deceased and the employee and the date(s) upon which the absence is requested. However, the last day off shall be taken within seven (7) days of the funeral/wake or memorial service.

3. One-day bereavement leave with pay is granted to the employee to attend the funeral/wake or memorial service of an uncle, aunt, nephew, niece or cousin of first degree of the employee or his/her spouse. This additional one day of bereavement leave may only be taken on the day of the funeral, wake or memorial service and on a day the employee is regularly scheduled to work. Prior approval from the Department Head is

required for such one-day bereavement leave. If requested, proof must be furnished to the Department Head as to the relationship and death of the person involved.

F. Sick Leave and Terminal Leave.

1. 'Sick Leave' is defined as the absence from duty of an employee because of illness, accident, exposure to contagious diseases and attendance upon members of his or her immediate family because of illness requiring the care and attendance of such officer or employee. A certificate of a reputable physician in attendance upon any employee, or members of his or her immediate family, may be required as proof of need of a leave of absence.

2. (a) Sick leave with pay, in addition to annual vacation, shall be one (1) day leave for each month of service plus three (3) additional days in July (15 days per year). If any employee requires none or only a portion of his or her allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his or her credit from year to year, and he or she shall be entitled to such accumulated sick leave with pay as and when needed. Accumulated sick leave pay shall not be paid upon retirement, except as provided in paragraph F(7) herein.

(b) An employee shall be required to notify his supervisor that he is sick no later than the start of the normal workday of his absence.

(c) New employees sick time will be prorated during the first year of employment (10 hours per month)

3. Each Department Head will maintain appropriate records for, or accounting of, each employee's 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 shown in these records.

4. Employees having exhausted all of their sick leave will not receive any further sick leave or compensations in lieu thereof until same has been accumulated and earned by the employees by subsequent employment.

5. Where employees have left the Township's employ and subsequently were reemployed, the last date of reemployment is to be used as employee's service date with the Township.

6. 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 shall require any employee who has been off duty for a continuous period of three (3) workdays, or more than ten (10) incidents in a twelve-month period, to furnish the Township with a physician's certificate that the employee is physically fit and able to resume his/her duties. In addition, the Township shall also have the right to have such employee examined physically by a physician of its own choice. Such examination shall

be at the cost and expense of the Township and on Township time, and shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other Employees.

7. Accumulated, unused sick leave is not reimbursed, except to eligible employees of the Township of Morris 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 percent (40%) of one day's pay (at the current wage rate) for up to a maximum of two hundred and fifty (250) accumulated sick days. This provision, however, shall only be applicable to those employees employed by the Township prior to January 1, 1996. As to any employee hired after January 1, 1996, accumulated, unused sick leave is not reimbursed, except to eligible employees of the Township of Morris 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; and, the rate of reimbursement for such employees hired after January 1, 1996 who so qualify, shall be forty percent (40%) of one day's pay (at the current wage rate) for up to a maximum of two hundred and fifty (250) accumulated sick days, provided however, that in no event shall the value of such accumulated sick time exceed \$15,000.00.

G. Disability Leave

1. Workers Compensation Leave

Whenever any Employee is disabled such that he/she is unable to perform any of his/her work with or without a reasonable accommodation due to an injury caused while working/on the job, as evidenced by a certificate of a reputable physician, he or she shall be granted, in addition to his or her annual sick leave with pay or any accumulations thereof, a leave of absence with pay for a period of thirty (30) days, or so much thereof as may be required. If at the end of such thirty-day period he or she is not able to return to duty, the Township Committee may extend such disability leave for an additional like period, as it may determine, but no longer than a total of twelve (12) months. Certificates of continuing disability shall be filed at the end of each thirty (30) days by a reputable physician.

Any Employee who is out on workers compensation leave who qualifies for wage replacement benefits through workers' compensation insurance, shall during the period he/she is receiving such weekly benefits, be entitled only to the difference between his/her normal salary and the amount of wage replacement benefits received. Required deductions will be withheld from the employee's compensation, including state and federal taxes, health insurance contribution, pension payments, and other regular withholdings, while the employee is out due to a worker's compensation injury.

If wage replacement benefits are awarded through the workers' compensation insurance retroactively, employee shall submit the retroactive wage replacement benefits to the Township for time when he/she was receiving full salary from the Township.

J. Temporary Disability Leave

Whenever any Employee is disabled such that he/she is unable to perform any of his/her work with or without a reasonable accommodation not due to an injury caused while working/on the job, he/she may be granted a leave of absence for a period of thirty (30) days, or so much thereof as may be required. If at the end of such thirty-day period he/she is not able to return to duty, the Township Committee may extend such disability leave for an additional period as it may determine, but no longer than a total of twelve (12) months. Certificates of continuing disability shall be filed at the end of each thirty (30) days by a reputable physician.

An employee out on Temporary Disability Leave shall use his/her accumulate sick leave, vacation leave and/or compensatory time while out. If he/she exhausts all paid benefit leave time, then he/she shall be on an unpaid leave of absence until such time as he/she is able to return to work or his/her approved leave of absence is exhausted.

ARTICLE XI RATES OF PAY AND COMPENSATION

A. Each employee will be classified in accordance with the skills used and shall be paid not less than the minimum nor more than the maximum rate of pay for each job title in accordance with the job titles listed and rates of pay for 2018, 2019, 2020 and 2021, set forth in Schedule 'A' which is attached hereto and made a part of this Agreement. Each employee's rate of pay as shown on Schedule 'A' for a job classification shall be determined by the Township. All rates of pay and compensation, will be increased by two percent (2%) effective January 1st of each year of this Agreement. Employees will receive a rate increase based upon his/her anniversary date with the Township only. Except for employees at top pay for his/her job category, who will receive the rate increase effective January 1 of each year, rate increases will not be provided at any other time during the course of a year. All rates of pay and compensation shall be paid to the employees retroactively to January 1st.

All employees hired after January 1, 2001 will be classified in accordance with the skills used and shall be paid at not less than the minimum rate of pay for each job title in accordance with the job classification and shall progress to the maximum hourly rate after completion of eight (8) years of service.

B. Compensation for Stand-By

1. Sewer Department (W.P.C.U.) stand-by pay shall be governed by current Township policy, (see schedule 'A' attached).

C. Special Licenses - The Township shall pay the fee for the granting or renewal of any special licenses, except drivers' licenses, which an employee is required by law to have in the performance of the duties and responsibilities specified in his job classification or description.

1. CDL Renewals – The Township will pay \$25.00 when the employee renews his CDL for four years and the employee is responsible for the balance.

D. If testing an employee's ability to qualify on certain equipment, and the testing is administered by Township or outside personnel, it shall be done on Township time.

E. Mechanics that qualify as Certified Master Mechanics and Welders that qualify as Certified Welders per the provision of Schedule 'B' shall receive an up rate differential of sixty (60) cents per hour above their regular hourly rate of pay.

F. Operator helpers at sewer treatment plants that qualify per the provisions of Schedule 'C' shall receive Grade Differentials over and above their regular hourly rate as listed in Schedule 'A'.

G. Operators of the Jet Vac and TV Inspection Truck, who work for the Sewer Department and whose rate of pay already exceeds that of other employees within the Union, shall receive an up rate differential of sixteen (\$0.16) cents per hour above their regular hourly rate of pay. Employees of the Parks and Recreation and Road and Sanitation Departments, who operate this equipment, shall receive an up rate differential of fifty cents (\$0.50) per hour above their regular hourly rate of pay.

H. In the event that a tree trimmer, senior tree trimmer helper, or tree trimmer helper is not available for emergency callout, a driver who can safely operate tree trimming equipment shall be paid at the rate of pay for tree trimmer helper for performing tree trimming duties during the emergency period. For nonemergency work during the normal workday, the employee will be paid the up rate differential if he is assigned as a tree trimmer or tree trimmer helper for more than four (4) hours in one workday.

I. The Township 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 payday 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.

J. Tool Allowance: The Township will provide \$2500 annually to be used for the purchase of requested tools by members. This is a pool of money to be used by the mechanics for fleet maintenance. Tools requested and approved for purchase will belong to the employee.

K. The Township will reimburse members for renewal costs licenses listed in Schedule A.

**ARTICLE XII
UNION BULLETIN BOARD**

As hereinafter provided, the Township shall permit the Union reasonable use of bulletin board space of 2'x3' located in the work area at the Township Garage for the posting of notices concerning Union business and activities, provided any such notices shall not contain derogatory, defamatory, salacious, inflammatory, or anonymous material. Posting by the Union on such bulletin board shall be confined to official business of the Union. The Union agrees that there shall be no distribution of handbills or other Union material on Township time or property except for the notices which have been posted on the aforesaid bulletin board.

**ARTICLE XIII
WORK RULES**

The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that (a) the Union receive a written copy of such rules and regulations within five (5) days of such adoption; (b) the same are not contrary to this Agreement; and (c) further provided that the Union shall have the right to grieve with reference to the same within five (5) days after it receives same from the Township.

**ARTICLE XIV
DEDUCTIONS FROM PAY**

A. The Township agrees to deduct from the pay of its employees subject to this Agreement dues, assessments, and fees for the Union. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(s) as amended. Said moneys together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made and shall be accompanied by a list showing the names of all employees for whom the deductions were made.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice prior to the effective date of such change.

C. The Union will provide the necessary checkoff authorization form and deliver the signed forms to the Township Treasurer. The Union 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 pay deduction authorization cards submitted by the Union to the Township.

D. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority

representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township.

ARTICLE XV SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of the law or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI FULL BARGAINED PROVISIONS

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

All employees hired during the term of this Agreement shall serve a probationary period of one-hundred and twenty (120) calendar days. During this probationary period, the Township reserves the right to reprimand, terminate, or otherwise discipline a probationary employee for any reason. An employee so reprimanded, terminated, or otherwise disciplined shall not have recourse through the grievance procedure set forth in this Agreement. This time period may be extended by an additional ninety (90) days upon forwarding of the employee's evaluations to the union. There shall be no responsibility for reemployment of probationary employees if they are discharged during this probationary period. After successful completion of their probationary period, the said new employee will be placed on the seniority list retroactive to the first day of work.

ARTICLE XVIII DISCIPLINARY ACTION

Any employee covered by this Agreement shall be subject to disciplinary action, including but not limited to, written/verbal reprimand, suspension from work with or without pay, reduction in grade or dismissal, as determined by the Township Committee in each case, according to the nature of the infraction of rules, regulations, orders, policies of the Township, or for any of the following causes:

- (1) Reporting to work in an unfit condition..
- (2) Insubordination or willful disobedience of orders or other serious breach of discipline.
- (3) Indecent, profane, or harsh language.
- (4) Disrespect to a superior employee or to a citizen of the Township.
- (5) Absence without leave.
- (6) Immorality, indecency, or lewdness.
- (7) Incapacity to perform work, either due to mental or physical disability.
- (8) Conviction of any criminal act or offense.
- (9) Conduct unbecoming an employee in the public service.
- (10) Failure to report for work as assigned or emergency duty when property notified.
- (11) Reckless or careless operation of Township owned trucks, vehicles, or other equipment.
- (12) Fighting on the job.
- (13) Refusal or failure to perform assigned duties.
- (14) Intentional damage to or misuse of Township property, including waste of Township supplies.
- (15) Making a false report in connection with an accident or other work incident required to be reported to the employee's supervisor.
- (16) Theft of property belonging to the Township of Morris, its employees, or citizens.
- (17) Failure to properly account for or return property entrusted to the employee.
- (18) Excessive or chronic absenteeism.
- (19) Drinking alcoholic beverages, use of illegal drugs or possession of same, on or off Township premises during work hours.
- (20) Falsification of employment application.
- (21) Neglect of duty.
- (22) Tardiness or leaving work without permission or before quitting time.
- (23) Incompetency or insufficiency.
- (24) Unauthorized use of Township property.
- (25) Or other sufficient causes.
- (26) Any violation of the terms and conditions of employment as set forth in this Agreement.

The foregoing rights of the Township are in addition to any rights conferred by State statute or local ordinance upon the Township as a public employer. Notice of discharge, suspension, or other disciplinary action shall be served upon the Union at the same time it is served upon the employees involved. The Township agrees that, in the case of discharge or suspension, it will furnish the Union with a hearing, if requested, within three (3) working days of any such discharge or suspension. In the event that an employee feels that he/she has been discharged or suspended unjustly, said employee, or the Union, shall have the right to file a grievance, which must be in writing, to the

Township within two (2) working days from the time of discharge or suspension. Said grievance shall be initiated at the third step of the grievance procedure as herein provided above. If no grievance is filed within the time period specified, then said discharge or suspension shall be deemed to be absolute unless such time period is extended by mutual agreement of the parties.

Any disciplinary proceedings against employees as contemplated by this provision shall be conducted in accordance with Township Ordinance and subject to the grievance procedure. Disciplinary actions less than a suspension (e.g., oral/written reprimands) shall not be eligible for submission to arbitration pursuant to Step 4 of the grievance procedure.

Should it be proven that an injustice has been done to a discharged or suspended employee, he/she shall be fully reinstated in his/her position and compensated at his/her usual rate of pay for lost work opportunity.

ARTICLE XIX WORK UNIFORMS

The Township shall provide the following:

- (1) Five (5) sets of work uniforms per year;
- (2) Seven (7) tee shirts per year and protective clothing per current practice;
- (3) Two (2) additional sets of uniforms shall be furnished to each mechanic each year;
- (4) Each employee shall be furnished regular and insulated work gloves per year on a replacement basis as needed;
- (5) One (1) Pair of Insulated safety boots and one (1) pair of uninsulated safety boots, which total cost shall not exceed \$300, Red Wing #2245, #2233 (uninsulated), and Red Wing #4412, #4414 (insulated) or approved equivalent. Once the employee has selected the pairs of boots, the employee shall be allowed to utilize the unused balance from the \$320.00 to purchase available accessories (e.g., polish, socks, laces) from the designated vendors.
- (6) In addition to the uniforms, employees of the Sewer Department shall have protective clothing in the form of coveralls furnished and maintained by the Township;
- (7) One (1) pair of coveralls or one (1) heavy jacket which total cost shall not exceed \$150.00 once each calendar year to be replaced only if needed.
- (8) Shorts shall be an acceptable uniform option during the summer season for certain jobs, subject to the approval of the Department Head.

The above shall be furnished on or about June 30th of each year. No clothing or boot allowance will be issued in the years 2019 or 2021 except any employee who has three or fewer years of service with the Township, in the year of issuance, will receive a clothing allowance in every year of the Agreement.

Work uniforms, work shoes, and protective clothing shall be ordered for all new employees at the completion of their probationary period.

No employee shall be permitted to work without proper safety shoes.

Employees that are furnished uniforms shall wear them at all times when on duty.

ARTICLE XX TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2018, and shall remain in effect to and including December 31, 2021 and shall continue to remain in full force and effect beyond that stated expiration date set forth herein until a successor agreement is executed and becomes effective.

ARTICLE XXI AGENCY SHOP

A. Pursuant to the provisions of the New Jersey Employer - Employee Relations Act, as amended, all employees in this negotiating unit who are not now or subsequently elect not to be members of the Union or who hereafter may be employed and who, after the probationary period of employment choose not to become members of the Union, shall have deducted from their pay on a monthly basis a fair share representation fee in lieu of dues equivalent to eighty-five percent (85%) of the dues charged by the Union to its members.

B. In addition, there shall be deducted such amounts as represent eighty-five percent (85%) initiation fees charged by the Union to its members. Such deductions shall be made on the same basis and for the same period as are made from members, and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payment is made to the Union for member's deductions.

C. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5c and 5.6, and membership to the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such system, or if membership is not so available, the Employer shall immediately cease making said deductions, upon proper notification.

D. The Union shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of agency fee deductions by the Township for the Union which the Township has remitted to the Union and reliance by the Employer on any representations made by the Union with respect to this Article.

**ARTICLE XXII
APPLICATION OF BENEFITS**

The provisions of this Agreement shall not apply to any employee who has left the employ of the Township of Morris prior to the date of signing of this Agreement by all parties. However, the salary provisions shall retroactively apply from January 1, 2013, through the date of retirement or disability of any employee prior to the date of signing of the Agreement. The estate of a deceased employee who dies prior to the date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2013, to the employee's last date of employment.

**ARTICLE XXIII
NONDISCRIMINATION**

Neither the Township nor the Union shall violate any applicable law pertaining to discrimination against any employee or applicant for employment because of race, color, creed, religion, age, sex, physical handicap, being a veteran, or national origin.

**ARTICLE XXIV
DURATION**

The agreement shall be in full force and effect from January 1, 2018 through December 31, 2021.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and sealed by their proper corporate seals on the day and year first above written.

Attested or Witnessed by:

TOWNSHIP OF MORRIS


Cathleen Amelio
CATHLEEN AMELIO, Township Clerk

Jeffrey Grayzel
JEFFREY GRAYZEL, Mayor

Date: 5/20/19

Date: 5/20/19

Attested or Witnessed by:

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL NO. 469

Michael Broderick
MICHAEL BRODERICK, Vice-President

Kevin O'Keefe
KEVIN O'KEEFE

Date: 5/20/19

Date: 5/20/19

Donald A. Morong Jr.
DONALD MORONG

Date: 5/20/19

Paul Miller
PAUL MILLER

Date: 5/20/19

Matthew Lovenberg
MATTHEW LOVENBERG

Date: 5-3-19

SCHEDULE B

The necessary qualifications of a Certified Master Mechanic are as follows:

(1) Master Truck Certification

Certification by the National Institute of Automotive Services Excellence (ASE)¹ in the following Heavy Duty Truck Specialty areas:

- a. Drive Train
- b. Brakes
- c. Suspension & Steering
- d. Electrical Systems
- e. Diesel Engines

(2) Master Automobile Technician Certification

Certification by the National Institute of Automotive Services Excellence (ASE)² in the following Heavy Duty Truck Specialty areas:

- a. Engine Repair
- b. Automotive Transmission/Transaxle
- c. Manual Drive Train & Axles
- d. Suspension and Steering
- e. Brakes
- f. Electrical systems
- g. Heating and Air Conditioning
- h. Engine Performance

(3) In addition to §§ 1 and 2, the individual must have a minimum of ten (10) years acceptable experience as a mechanic.

(4) Welder Certification

To be eligible to receive an uprate differential, the welder must have a minimum of five (5) years experience and possess a certificate from a testing laboratory indicating that he has successfully passed a welding test acceptable to the roads and Sanitation Superintendent.

¹ Certifications from institutions other than the ASE can be substituted if deemed equivalent by the Superintendent of Roads and Sanitation.

² Certifications from institutions other than the ASE can be substituted if deemed equivalent by the Superintendent of Roads and Sanitation.

SCHEDULE C

<u>CATEGORY</u>	<u>REQUIREMENT</u>
OPERATOR HELPER	H.S. Diploma or equivalent
OPERATOR HELPER, GRADE 1	H.S. Diploma or equivalent, 1 year operating experience in Wastewater Treatment, Completion of Introductory course in Wastewater Treatment, Holds S-1 License.
OPERATOR HELPER, GRADE 2	H.S. Diploma or equivalent, 3 years operating experience in Wastewater Treatment, Completion of Introductory course in Wastewater Treatment, Holds S-2 License.
OPERATOR HELPER, GRADE 3	H.S. Diploma or equivalent, 6 years operating experience in Wastewater Treatment, Completion of Introductory course in Wastewater Treatment, Holds S-3 License.
OPERATOR HELPER, GRADE 4	H.S. Diploma or equivalent, 10 years operating experience in Wastewater Treatment, Completion of Introductory course in Wastewater Treatment, Holds S-4 License.
OPERATOR HELPER/MECHANIC	Must have 5 years experience in Plant Mechanical maintenance, Basic Knowledge of Electrical, Plumbing, Fabrication and Pump Repair. Must possess a CDL – Class B license, with Tanker Endorsement.
OPERATOR HELPER/ ASSISTANT MECHANIC	Must have 2 years experience in Plant Mechanical Maintenance, Basic Knowledge of Electrical, Plumbing, Fabrication and Pump Repair. Must be able to work under direct supervision of Operator Helper/Mechanic and fill-in in

**OPERATOR HELPER/
LABORATORY TECHNICIAN**

his absence. Must possess a CDL – Class B license, with Tanker Endorsement.

Must have 1 year experience in Laboratory Training in Bacteriology and Chemistry [N.J.A.C. 7.18-2.70(1-3)] or have had 3 years laboratory experience performing Compliance Analysis in a category or categories for which N.J.D.E.P. Certification is required, and demonstrate the ability of complying with the testing, analytical and quality control requirement [N.J.A.C. 1: 18-2.78(1-iii)].

**OPERATOR HELPER/
ASSISTANT LABORATOR
TECHNICIAN**

2 years experience in Laboratory Training under the direct supervision of the Laboratory Technician, demonstrate ability to perform required testing, take over duties of Lab Technician in his/her absence.

**OPERATOR HELPER
JET VAC AND TV INSPECTION
OPERATOR**

H.S. Diploma or equivalent, 2 years experience in wastewater treatment and collection systems; works under the direct supervision of the maintenance supervisor. Must possess a CDL–Class B license, with Tanker Endorsement.

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 469
SCHEDULE A PAY RATES FOR 2018 TO 2021**

	2018		2019		2020		2021	
		2%		2%		2%		2%
ROADS AND SANITATION SALARY								
Driver / Operator Salary	\$ 52,166.40	TO \$ 73,343.71	\$ 52,166.40	TO \$ 74,810.59	\$ 52,166.40	TO \$ 76,306.80	\$ 52,166.40	TO \$ 77,832.93
<i>Driver / Operator Hourly</i>	\$ 25.080	TO \$ 35.261	\$ 25.080	TO \$ 35.967	\$ 25.080	TO \$ 36.686	\$ 25.080	TO \$ 37.420
Collectors Salary	\$ 52,166.40	TO \$ 73,343.71	\$ 52,166.40	TO \$ 74,810.59	\$ 52,166.40	TO \$ 76,306.80	\$ 52,166.40	TO \$ 77,832.93
<i>Collectors Hourly</i>	\$ 25.080	TO \$ 35.261	\$ 25.080	TO \$ 35.967	\$ 25.080	TO \$ 36.686	\$ 25.080	TO \$ 37.420
Laborers Salary	\$ 45,219.20	TO \$ 72,091.97	\$ 45,219.20	TO \$ 73,533.81	\$ 45,219.20	TO \$ 75,004.48	\$ 45,219.20	TO \$ 76,504.57
<i>Laborers Hourly</i>	\$ 21.740	TO \$ 34.660	\$ 21.740	TO \$ 35.353	\$ 21.740	TO \$ 36.060	\$ 21.740	TO \$ 36.781
Mechanic Salary	\$ 55,556.80	TO \$ 93,668.64	\$ 55,556.80	TO \$ 95,542.01	\$ 55,556.80	TO \$ 97,452.85	\$ 55,556.80	TO \$ 99,401.91
<i>Mechanic Hourly</i>	\$ 26.710	TO \$ 45.033	\$ 26.710	TO \$ 45.934	\$ 26.710	TO \$ 46.852	\$ 26.710	TO \$ 47.789
Assistant Mechanic Salary	\$ 53,872.00	TO \$ 78,647.71	\$ 53,872.00	TO \$ 80,220.67	\$ 53,872.00	TO \$ 81,825.08	\$ 53,872.00	TO \$ 83,461.58
<i>Assistant Mechanic Hourly</i>	\$ 25.900	TO \$ 37.811	\$ 25.900	TO \$ 38.568	\$ 25.900	TO \$ 39.339	\$ 25.900	TO \$ 40.126
Mechanic's Helper Salary	\$ 45,219.20	TO \$ 73,343.71	\$ 45,219.20	TO \$ 74,810.59	\$ 45,219.20	TO \$ 76,306.80	\$ 45,219.20	TO \$ 77,832.93
<i>Mechanic's Helper Hourly</i>	\$ 21.740	TO \$ 35.261	\$ 21.740	TO \$ 35.967	\$ 21.740	TO \$ 36.686	\$ 21.740	TO \$ 37.420
Tree Trimmer Salary	\$ 55,577.60	TO \$ 84,248.74	\$ 55,577.60	TO \$ 85,933.71	\$ 55,577.60	TO \$ 87,652.39	\$ 55,577.60	TO \$ 89,405.44
<i>Tree Trimmer Hourly</i>	\$ 26.720	TO \$ 40.504	\$ 26.720	TO \$ 41.314	\$ 26.720	TO \$ 42.141	\$ 26.720	TO \$ 42.983
Senior Tree Trimmer Helper Salary	\$ 54,724.80	TO \$ 80,366.21	\$ 54,724.80	TO \$ 81,973.53	\$ 54,724.80	TO \$ 83,613.00	\$ 54,724.80	TO \$ 85,285.26
<i>Senior Tree Trimmer Helper Hourly</i>	\$ 26.310	TO \$ 38.638	\$ 26.310	TO \$ 39.410	\$ 26.310	TO \$ 40.199	\$ 26.310	TO \$ 41.003
Tree Trimmer Helper Salary	\$ 53,872.00	TO \$ 76,504.90	\$ 53,872.00	TO \$ 78,034.99	\$ 53,872.00	TO \$ 79,595.69	\$ 53,872.00	TO \$ 81,187.61
<i>Tree Trimmer Helper Hourly</i>	\$ 25.900	TO \$ 36.781	\$ 25.900	TO \$ 37.517	\$ 25.900	TO \$ 38.267	\$ 25.900	TO \$ 39.033
Upgrade Differentials								
Certified Mechanic / Certified Welder	\$0.60 per hour		\$0.60 per hour		\$0.60 per hour		\$0.60 per hour	
Excavator	\$0.90 per hour		\$0.90 per hour		\$0.90 per hour		\$0.90 per hour	
Front End Loader	\$0.60 per hour		\$0.60 per hour		\$0.60 per hour		\$0.60 per hour	
Jet Vac Operator	\$0.50 per hour		\$0.50 per hour		\$0.50 per hour		\$0.50 per hour	
Certified Playground Inspector	\$0.25 per hour		\$0.25 per hour		\$0.25 per hour		\$0.25 per hour	
Pesticide License	\$0.25 per hour		\$0.25 per hour		\$0.25 per hour		\$0.25 per hour	
Fertilizer Applicator License	\$0.10 per hour		\$0.10 per hour		\$0.10 per hour		\$0.10 per hour	
PARKS SALARY								
Driver / Operator Salary	\$ 52,166.40	TO \$ 73,343.71	\$ 52,166.40	TO \$ 74,810.59	\$ 52,166.40	TO \$ 76,306.80	\$ 52,166.40	TO \$ 77,832.93
<i>Driver / Operator Hourly</i>	\$ 25.080	TO \$ 35.261	\$ 25.080	TO \$ 35.967	\$ 25.080	TO \$ 36.686	\$ 25.080	TO \$ 37.420
Laborers Salary	\$ 45,219.20	TO \$ 72,091.97	\$ 45,219.20	TO \$ 73,533.81	\$ 45,219.20	TO \$ 75,004.48	\$ 45,219.20	TO \$ 76,504.57
<i>Laborers Hourly</i>	\$ 21.740	TO \$ 34.660	\$ 21.740	TO \$ 35.353	\$ 21.740	TO \$ 36.060	\$ 21.740	TO \$ 36.781

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 469
SCHEDULE A PAY RATES FOR 2018 TO 2021**

	2018		2019		2020		2021	
	TO	\$	TO	\$	TO	\$	TO	\$
SEWER UTILITY SALARY								
Operator's Helper Salary	\$ 45,219.20	\$ 74,722.75	\$ 45,219.20	\$ 76,217.21	\$ 45,219.20	\$ 77,741.55	\$ 45,219.20	\$ 79,296.38
<i>Operator's Helper Hourly</i>	\$ 21.740	\$ 35.924	\$ 21.740	\$ 36.643	\$ 21.740	\$ 37.376	\$ 21.740	\$ 38.123
Operator's Helper/Lab Tech Salary	\$ 55,577.60	\$ 76,016.93	\$ 55,577.60	\$ 77,537.27	\$ 55,577.60	\$ 79,088.01	\$ 55,577.60	\$ 80,669.77
<i>Operator's Helper/Lab Tech Hourly</i>	\$ 26.720	\$ 36.547	\$ 26.720	\$ 37.278	\$ 26.720	\$ 38.023	\$ 26.720	\$ 38.784
Operator's Helper/Asst Lab Tech Salary	\$ 50,356.80	\$ 75,295.58	\$ 50,356.80	\$ 76,801.50	\$ 50,356.80	\$ 78,337.53	\$ 50,356.80	\$ 79,904.28
<i>Operator's Helper/Asst Lab Tech Hourly</i>	\$ 24.210	\$ 36.200	\$ 24.210	\$ 36.924	\$ 24.210	\$ 37.662	\$ 24.210	\$ 38.416
Operator's Helper/Mechanic Salary	\$ 59,030.40	\$ 76,016.93	\$ 59,030.40	\$ 77,537.27	\$ 59,030.40	\$ 79,088.01	\$ 59,030.40	\$ 80,669.77
<i>Operator's Helper/Mechanic Hourly</i>	\$ 28.380	\$ 36.547	\$ 28.380	\$ 37.278	\$ 28.380	\$ 38.023	\$ 28.380	\$ 38.784
Operator's Helper/Asst Mech Salary	\$ 52,166.40	\$ 75,295.58	\$ 52,166.40	\$ 76,801.50	\$ 52,166.40	\$ 78,337.53	\$ 52,166.40	\$ 79,904.28
<i>Operator's Helper/Asst Mech Hourly</i>	\$ 25.080	\$ 36.200	\$ 25.080	\$ 36.924	\$ 25.080	\$ 37.662	\$ 25.080	\$ 38.416
Grade Differentials								
License S-1 (Grade 1)		per hour		per hour		per hour		per hour
		\$ 0.50		\$ 0.50		\$ 0.50		\$ 0.50
License S-2 (Grade 2)		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00
License C-1		\$ 0.50		\$ 0.50		\$ 0.50		\$ 0.50
License C-2		\$ 1.00		\$ 1.00		\$ 1.00		\$ 1.00
Jet Vac Operator and TV Inspection Truck Operator								
Upgrade Differentials		\$ 0.16		\$ 0.16		\$ 0.16		\$ 0.16
Night Standby		\$ 40.26		\$ 41.07		\$ 41.89		\$ 42.72