

A G R E E M E N T

between

Morristown Township  
THE TOWN OF MORRISTOWN

NEW JERSEY

and

MUNICIPAL EMPLOYEES ASSOCIATION

X January 1, 1982 through December 31, 1985

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PREAMBLE

THIS AGREEMENT, made by and entered into as of this \_\_\_\_\_ day of May, 1984, by and between the Town of Morristown, a Municipal Government in the County of Morris, State of New Jersey, hereinafter sometimes referred to as the Town and the Municipal Employees Association of Morristown, hereinafter sometimes referred to as the Association, is the final and complete understanding between the Town and the Association on all negotiable issues and as such will serve to promote and maintain a harmonious relationship between the Town and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

Upon execution of this Agreement, both parties agree that the provision of all prior Agreements shall be superceded and no longer of any force and effect.

## ARTICLE I

### RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Town hereby recognizes the M.E.A. as the sole and exclusive representative of all the employees in the negotiating unit as defined in Article I, Section 2, herein for the purpose of collective negotiation and all activities and processes relative thereto.

Section 2. Within thirty (30) days after the signing of this Agreement, the Town and the Association will meet and review a list of position titles and agree on the titles included in and excluded from the negotiations unit. All position titles which the parties cannot agree upon may be the subject of clarification of unit proceedings before the Public Employment Relations Commission. Either party reserves the right to initiate said proceedings during the term of this Agreement. The list of titles agreed upon and as subsequently determined by the Public Employment Relations Commission shall be made part of this Article at Section 2.

Until such time as agreement is reached and/or clarification of unit proceedings are concluded, the unit shall remain as constituted in the prior Agreement between the parties.

Section 3. This Agreement shall govern all wages, hours and conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto and their successors.

Section 5. This Agreement shall be effective for the period set forth in Article XXVI entitled "Duration" hereinafter set forth.

## ARTICLE II

### COLLECTIVE NEGOTIATION PROCEDURE

Section 1. Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized negotiating agent of each of the parties. Unless otherwise designated, the Mayor of the Town and/or his authorized designees, and the President of the M.E.A. or his designee shall be the respective negotiating agents for the parties.

Section 2. Ordinarily, not more than five (5) representatives of each party shall participate in collective negotiations meetings.

Section 3. Collective negotiations meetings shall be held at a time and place mutually convenient at the request of either party, provided the meetings do not unreasonably interfere with or interrupt the normal operations of the Town.

Section 4. Up to four (4) employees of the Town (the President of the M.E.A. and three (3) others) who may be designated by the M.E.A. to participate in collective negotiation meetings called for the purpose of the negotiation of a collective negotiation agreement will be excused from their work assignments without loss of pay, provided their absence from work does not unreasonably interfere with or interrupt normal

operations of the Town. In the case of the fifth (5th) employee who desires to attend such negotiations meetings during his normal work hours, he shall do so only with prior approval of his Department Head and then on his (the employee's) own (paid or unpaid) leave time.



### ARTICLE III

#### CONDUCTING M.E.A. BUSINESS ON EMPLOYER'S TIME

Section 1. The Town shall permit members of the M.E.A. Grievance Committee not to exceed three (3) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of a department or require the recall of off-duty members to bring a department to its proper effectiveness.

Section 2. The Town shall permit members of the M.E.A. Negotiating Committee to attend collective negotiation meetings during the duty hours of the members in accordance with Section 4 of Article II of this Agreement.

ARTICLE IV

DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Town or any of its agents against the employees represented by the M.E.A. because of membership or activity in the M.E.A. The M.E.A. shall not intimidate or coerce employees into membership. Neither the Town nor the M.E.A. shall discriminate against any employee because of race, creed, color or national origin.

ARTICLE V

SICK LEAVE

Section 1. Employees shall be entitled to sick leave with pay during periods of disability due to non-work connected illness or injury and recuperation therefrom for periods as hereinafter set forth:

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

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

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

Section 2. The Town agrees to pay employees at their regular rate of pay during periods of disability due to work connected injury or illness and recuperation therefrom for a maximum period of one year from the date of such disability. This period as to all such disability may be extended at the option of the Town on a non-discriminating basis. At the end of such period or extension thereof, the employee shall be entitled to temporary disability at the statutory rate and pursuant to the Workmen's Compensation Laws of New Jersey.

Section 3. Personal Leave

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

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

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

(i) Closing of title on the personal residence of the employee

(ii) Attendance at funeral of a person outside of the employee's immediate family, as defined in Article XII of this Agreement

(iii) Ceremonies - graduation, weddings, religious and honors and awards ceremonies involving the employee, his spouse or children

(iv) Personal business which cannot be attended to except during working hours.

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

ARTICLE VI

ABUSE OF SICK LEAVE

The Town may require proof of illness of an employee on sick leave when such requirement appears reasonable.

Failure of an employee to provide such proof may result in a denial of such sick leave entitlement and such disallowed sick leave shall not be deemed to be authorized leave under Article XII, Section 3.

ARTICLE VII

M.E.A. SECURITY

Section 1. Insofar as permitted by law, the Town agrees to deduct from the pay of all employees covered by this agreement dues and assessments as required by M.E.A. By-Laws and other M.E.A. rules and regulations duly enacted. All such deductions shall be paid over to the properly designated M.E.A. official monthly on a regularly recurring basis.

Section 2. (A) The Town shall deduct a representation fee from the wages of each employee who is a member of the unit but not a member of the M.E.A.

(B) The amount of said representation fee shall be certified to the Town by the M.E.A., which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the M.E.A. to its own members.

(C) The Town shall remit the amounts deducted to the M.E.A. monthly, on or before the 15th of the month following the month in which such deductions were made.

(D) The M.E.A. shall comply with the provisions of N.J.S.A. 34:13A-5.4(2)(c) and (3) (L.1979, c.477).

Section 3. The Association will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Town Director

of Revenue and Finance or his designee. The Association shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Town pursuant to the provisions of this Article by the Association.



ARTICLE VIII

WAGES

Section 1. Effective January 1, 1983, the salaries of employees covered by this agreement shall be increased by seven (7) percent. The wage categories and salary ranges for 1983 shall be as shown on Appendix A attached.

Section 2. Effective January 1, 1984, the salaries of employees covered by this agreement shall be increased by seven (7) percent. The wage categories and salary ranges for 1984 shall be as shown on Appendix B attached.

Section 3. Effective January 1, 1985, the salaries of employees covered by this Agreement shall be increased by five (5) percent. The wage categories and salary ranges for 1985 shall be as shown on Appendix C, attached.

ARTICLE IX

HOURS

Section 1. Each work week will consist of five consecutive work days commencing on Monday and ending on Friday, except in cases of a seven day schedule of operations where two days other than Saturday and Sunday may be considered regular days off during the regular work week.

Section 2. The work day will consist of no more than eight hours and the prevailing practice as of the date of the commencement of this collective negotiation agreement shall govern in cases where certain departments or groups of employees work less than eight hours.

## ARTICLE X

### OVERTIME

Section 1. The Town agrees that overtime consisting of time-and-one-half shall be paid to all personnel covered by this Agreement for hours worked in excess of the regular work day consisting of eight hours.

Section 2. Time-and-one-half an employee's regular hourly rate of pay shall be paid for each hour worked on Saturday or if Saturday is part of the employee's base five (5) day work week, then he shall be paid time-and-one-half for all work performed on the 6th day of a seven day work schedule in lieu of Saturday. Sanitation employees shall be paid eight (8) hours in lieu of overtime for their normal duties performed on a Saturday.

Section 3. Employees recalled to duty at times other than during their regular tours of duty shall be paid for a minimum of two (2) hours at the applicable rate of pay set forth in this Agreement, whether work is or is not performed.

Section 4. Overtime shall be offered and granted on a departmental and job seniority basis where possible. Departmental and job seniority lists shall be maintained by the Town and copies of same shall be provided to the M.E.A. An employee out on sick leave shall not be considered available for overtime work.

Section 5. Double time shall be paid for all work performed on Sunday or if Sunday is a part of the employee's base five (5) day work week, then he shall be paid double time for all work performed on the 7th day of a seven day work schedule in lieu of Sunday.

Section 6. An employee working four (4) or more hours of overtime shall receive a meal allowance of \$5.00.

Section 7. Overtime pay will be paid within 17 days of the date on which the overtime was worked.

Section 8. Time and one half an employee's regular hourly rate of pay shall be paid for each hour worked on a holiday in addition to the employees regular pay for the day.

ARTICLE XI

VACATION

Section 1. All employees covered by this Agreement shall receive vacation with pay annually in accordance with the following schedule based upon years of continuous service:

| <u>Years of continuous service</u> | <u>Vacation</u>             |
|------------------------------------|-----------------------------|
| 1 to 8                             | 13 days                     |
| 9 to 14                            | 15 days or 3 calendar weeks |
| 15 to 30                           | 20 days or 4 calendar weeks |

"Continuous service" means employment without interruption except for an absence on an approved leave, an absence due to lay off; or other absence where tacking is permitted under Civil Service Rules and Regulations or under other statutes.

The requirement of "continuous service" shall not apply to employees who have accrued vacation prior to the execution of this Agreement and shall not apply to tacking of any service periods prior to the execution of this Agreement.

Section 2. In order not to hamper proper and efficient municipal operations, both parties agree that the scheduling of vacations must be left to the Town, but the following conditions shall be observed in such scheduling:

(a) No employee shall be permitted to take more than three (3) consecutive weeks of vacation at one time.

(b) Vacation period assignments during June, July and August shall be based exclusively upon seniority among the employees.

(c) No employees shall be assigned more than two (2) weeks vacation during June, July and August.

Section 3. An employee's vacation pay shall be the same amount he would have received had he worked his regular schedule, exclusive of overtime, even if that overtime is regularly scheduled. Employees shall be entitled to receive vacation pay in advance of taking vacation provided that they give the Town two weeks notice of the date of the start of the employee's vacation.

Section 4. Vacation periods for employees shall commence on a Monday and end on a Friday or on the first and the last day of his work week, unless mutually agreed to by the parties.

Section 5. All vacations shall be given in the calendar year of the year of entitlement. In cases where for reasons beyond the control of the employer or the employee, such vacation cannot be taken during the year, the said vacation shall be added to the following year and taken during the next succeeding year. There shall be no accumulation of vacation other than as set forth herein.

Section 6. Each employee's vacation entitlement shall accrue for the year in which his anniversary occurs; e.g., an employee who completes his first year on any day during a specific calendar year shall be entitled to thirteen (13) working days for the year during which his first anniversary occurred, and an employee who celebrates his eighth (8th) anniversary shall be entitled to fifteen (15) working days during the year in which his eighth (8th) anniversary occurs, etc.

ARTICLE XII

DEATH IN FAMILY

The Town agrees that all employees covered by this contract shall be permitted bereavement leave with pay not to exceed three calendar days beginning with the date of death or a spouse, child, mother, father, brother, sister, mother-in-law, or father-in-law, and grandparents of employee or spouse if they reside in the employee's residence.

ARTICLE XIII

HOLIDAYS

Section 1. The following shall be recognized as paid holidays under this agreement:

|                             |                        |
|-----------------------------|------------------------|
| New Years Day               | Columbus Day           |
| Lincoln's Birthday          | Veterans' Day          |
| Washington's Birthday       | Election Day (General) |
| Good Friday                 | Thanksgiving Day       |
| Memorial Day                | Day after Thanksgiving |
| July 4th (Independence Day) | Christmas Day          |
| Labor Day                   |                        |

Section 2. Employees shall receive pay for all said holidays regardless of the day upon which said holidays fall so that holidays falling on Saturday will be celebrated on Friday and all holidays falling on Sunday will be celebrated on the following Monday. Overtime shall be paid for work on any of the above holidays in accordance with Article entitled "Overtime".

Section 3. An employee shall not be paid for a holiday if he is absent the day preceding or the day following the holiday unless on authorized leave with pay.



ARTICLE XIV

HOSPITAL AND MEDICAL LIFE INSURANCE

Section 1. The employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. Employer also agrees to provide major medical insurance to all employees and their dependents.

Section 2. Pursuant to state law, employees shall continue to receive individual coverage under this article at no cost upon retirement. An employee retiring on or after January 1, 1983, who has at least twenty-five (25) years of service with the Town at the time of retirement shall continue to receive coverage under this Article at no cost to him.

ARTICLE XV

UNIFORM ALLOWANCE

Section 1. Each employee who is issued a uniform by the Town shall receive an annual uniform allowance to cover costs for replacement of items of the uniform. The allowance shall be \$275 in 1983, \$300 in 1984, and \$325 in 1985.

Section 2. The Uniform issue and regulations pertaining to the same shall be set forth in Departmental Regulations.

ARTICLE XVI

LIABILITY INSURANCE

The Employer agrees to provide general liability insurance coverage in an adequate sum covering its employees who are covered by this agreement during the performance of their official duties for the Town.

ARTICLE XVII

BULLETIN BOARD

The Employer shall permit the M.E.A. reasonable use of all bulletin boards located in the respective department facilities for posting notices concerning M.E.A. business, This permission will be revoked if the M.E.A. posts derogatory or inflammatory material on the bulletin boards.

ARTICLE XVIII

PENSIONS

The Town shall provide pension and retirement benefits to employees covered by this agreement in accordance with past practice, pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XIX

PROMOTIONAL EXAMINATIONS

The Town agrees to maintain active certification(s) [~~complete certification(s)~~] for promotional examinations under Civil Service Rules and Regulations. When a certification is deemed incomplete under Civil Service procedures, the Town shall call for a new Civil Service test within a reasonable period of time for the position(s) to which the certification related.

ARTICLE XX

DISCHARGE OR SUSPENSION

No permanent employee shall be disciplined or discharged without just cause, provisional and temporary employees may be disciplined or discharged only pursuant to Civil Service Statute and Rules and Regulations. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure", or may appeal such discipline or discharge in accordance with the provisions of Civil Service Statute, Rules and Regulations where arbitration is unavailable.

ARTICLE XXI  
GRIEVANCE PROCEDURE

Section 1. Definition

A. Grievance - A grievance is an alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute which involves the interpretation or application of this Agreement. The grievance procedure set forth herein shall not apply to:

- (1) Matters which involve the interpretation or application of a Civil Service Rule or Regulation or N.J.S.A. 11:1-1 et. seq. the Civil Service Law, and in which method of review is prescribed by law; rule or regulations;
- (2) Matters which involve the interpretation or application of any other State or Federal statutes or rule or regulation of any Federal or State agency and which a method of review is prescribed by law, rule or regulation;
- (3) Matters in which the Town is without authority to act.

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 equitable solutions to 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/or the M.E.A. and the lowest management representative with authority to resolve the grievance 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 or the M.E.A. must file his, or its, grievance in writing with his immediate superior or with the lowest management representative with authority to resolve grievance within ten (10) working days of the occurrence of the matter complained of, or with ten (10) working days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

STEP 1: Once timely filed, the aggrieved employee or the MEA shall discuss the grievance with the employee's immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within five (5) working days by the immediate superior, the employee or the MEA must present the grievance to the Department Head.

STEP 2: The procedure and the time limit for resolution at the Department Head level, at Step 2 shall be the same as that discussed above for the immediate superior or other management representative.

STEP 3: In the event there is not a satisfactory resolution of the grievance at Step 2 or an answer given within the time provided, the aggrieved employee or the M.E.A. may present his grievance to the Business Administrator or his designee within five (5) work days thereafter. Upon receipt of the grievance, the Business Administrator or his designee shall investigate the grievance and shall render a decision thereon within ten (10) work days.

STEP 4: In the event there is not a satisfactory resolution of a contractual grievance at STEP 3 or a decision rendered by the Business Administrator or his designee within the time allowed, the aggrieved employee or the MEA may appeal to the Mayor or his designated representative within ten (10) work days thereafter. Where an appeal is filed at this Step the grievant shall provide:

1. copy of the written grievance discussed below
2. facts upon which the grievant relies
3. a statement of the relief sought.

The Mayor (or his designee) at his discretion may request a meeting with the grievant and the M.E.A. within ten (10) work

days from receipt of the grievance to discuss resolution of the grievance. A decision shall be made on the grievance by the Mayor or his designee within twenty (20) work days after receipt of the grievance unless the time for decision is extended by consent of the Mayor or his designee and the M.E.A.

STEP 5: If the grievance is not settled through STEP 4, then either the Association or the Town may move a substantively arbitrable grievance to arbitration by notifying the Public Employment Relations Commission. The request for arbitration shall be made within fourteen (14) days after decision is rendered at STEP 4. Request for arbitration shall be made upon written notice to the opposing party.

An arbitrator shall be selected in accordance with the Rules and Regulations of the Public Employment Relations Commission, and shall be appointed to hear the grievance and render his award in writing. The award shall be final and binding on both parties. The cost of the arbitrator's fee shall be paid by the losing party. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (30) calendar days after the closing of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall have no authority to alter, amend or add to or delete from the terms of this Agreement.

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

Section 4. In the presentation of a grievance, an employee shall have the right to present his grievance. However, in any such case the M.E.A. shall be a party to such grievance proceeding from Step 1 through Step 4.

ARTICLE XXII

LONGEVITY

Section 1. Effective January 1, 1983, each employee covered by this Agreement shall be paid, in addition to the rates of pay set forth in Article VIII Wages, herein, an increment to his salary based upon years of continuous service with the Town as a longevity increment. For purposes of longevity only beginning January 1, 1983 and continuing thereafter, all employee anniversary dates shall be January 1st.

Section 2. The following longevity schedules shall be effective as indicated for the years of service specified and in the amounts shown for calendar years 1983 and 1984:

| <u>Years of Employment</u>  | <u>Amount</u>                          |  |
|---|--|--|
|   | <u>Effective date</u><br><u>1/1/83</u> | <u>Effective date</u><br><u>1/1/84</u> |
| Commencing with the 4th year and including up to the 7th year of continuous service   | \$300.00                               | \$350.00                               |
| Commencing with the 8th year and including up to the 11th year of continuous service  | \$450.00                               | \$500.00                               |
| Commencing with the 12th year and including up to the 15th year of continuous service | \$600.00                               | \$650.00                               |
| Commencing with the 16th year and including up to the 19th year of continuous service | \$750.00                               | \$850.00                               |
| Commencing with the 20th year and including up to the 23rd year of continuous service | \$900.00                               | \$1,000.00                             |
| Commencing with the 24th year of continuous service and over                          | \$1,000.00                             | \$1,200.00                             |

ARTICLE XXIII

STANDBY AND CALL OUT

Section 1. Standby - An employee on standby shall be paid at the rate of two hours at straight time for each regularly scheduled day on which he is on standby and four hours at straight time for each sixth and seventh day of the work week on which he is on standby.

An employee on standby is subject to immediate recall to work if an emergency makes it necessary and while he need not remain at home, he shall leave a telephone number where he can be readily reached so that he can report to work no more than 1/2 hour after being telephone to do so.

Section 2. Call Out - Both parties to this agreement recognize that their primary function is the rendering of service to the citizens of Morristown. In rendering such service, it is often necessary to cope with unexpected and unpredictable emergency situations which require the return to work of some employees outside regular working hours. In order to assure that the minimum number of qualified personnel are readily available when necessary, the standby bonus contained in this article is established. However, a particular emergency may necessitate the call out of persons in addition to those on standby.

Both the Town and the M.E.A. are well aware that it is only through the establishment of an environment which promotes

a sense of responsibility and an attitude of cooperation on the part of the employer's management personnel as well as those employees represented by M.E.A. can it be assured that an adequate number of employees will respond to emergency call outs.

In order to establish such an environment, the parties agree as follows:

(a) The Town will maintain and furnish the M.E.A. with current seniority lists and will instruct foremen and other Town personnel to follow such lists when calling out employees in an emergency, with the qualification that employees called must be capable of performing the work involved. Every attempt will be made to keep call outs to a minimum and to equalize the distribution of call outs equitably and fairly among employees.

ARTICLE XXIV

MANAGEMENT RESPONSIBILITIES

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

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

Section 2. The Town use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of



discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to the laws of New Jersey and of the United States.

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

ARTICLE XXV

MAINTENANCE OF STANDARDS

The Employer agrees that all clearly established conditions of employment relating to wages, hours of work and other conditions of employment which are beneficial to the employees covered by this agreement and which are not modified or made inoperative by the terms of this Agreement shall be maintained at not less than the highest standard in effect since the time of the commencement of collective negotiations between the parties.

ARTICLE XXVI

GENERAL PROVISIONS

Section 1. If any provision of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act or by a Court or other Tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

Section 2. All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

ARTICLE XXVII

SUB-CONTRACTING

The Employer agrees that prior to entering into any agreement whereby work performed by members of the negotiating unit would be sub-contracted out and be performed by others not members of the negotiating unit, it shall notify the M.E.A. of its desire to sub-contract such work and shall meet with the M.E.A. for the purpose of discussing the effect of such sub-contracting on the membership of the negotiating unit when such sub-contracting is based solely on fiscal considerations and there is a likelihood that such sub-contracting may result in negotiating unit lay offs or job replacements.

ARTICLE XXVII

DURATION

This Agreement shall be in effect for two (2) years beginning January 1, 1983 and ending December 31, 1985.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 11 day of December 1985.

ATTEST:

William M. Chambers  
William Chambers, Clerk

ATTEST:

\_\_\_\_\_

TOWN OF MORRISTOWN

BY Emilio J. Gervasio  
Emilio Gervasio, Mayor

MUNICIPAL EMPLOYEES ASSOCIATION  
OF MORRISTOWN

BY James C. Smith  
President