

Agreement

Between

Township of Morris
Morris County, New Jersey

and

Morris Council No. 6, NJCSA, IFPTE, AFL-CIO

January 1, 2009 through December 31, 2011

Prepared by:

Fox and Fox LLP
70 South Orange Avenue
Livingston, New Jersey 07039
Attorneys for Morris Council No, 6, NJCSA, IFPTE, AFL-CIO

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I.....	2
RECOGNITION	2
Accounts Payable clerk.....	2
Building Inspector	2
CCO Inspector/Safety Coordinator.....	2
Computer Technician	2
Deputy Certified Municipal Registrar.....	2
Deputy Court Administrator.....	2
Dispatcher (Communications Officer I and II).....	2
Electrical Inspector	2
Inspector.....	2
Laboratory Manager.....	2
Municipal Housing Liaison	2
Parking Enforcement Officer.....	2
Payroll Clerk/AP/Personnel Clerk.....	2
Plumbing Inspector.....	2
Project Manager	2
Recreation Program Coordinator.....	2
Registrar of Vital Statistics	2
Safety Coordinator	2
Secretary (Excluding Administrator, Police Chief, and Fire Chief's Secretary)	2
Secretary and Treasurer, Board of Health	2
Secretary Board of Adjustment.....	2
Secretary Environmental Commission	2
Secretary Open Space Commission	2
Secretary Planning Board	2
Senior Clerk	2
Senior Clerk/Department of Registrar	3
Senior Deputy Court Administrator.....	3

Senior Registered Environmental Health Specialist	3
Zoning Official	3
ARTICLE II.....	4
MANAGEMENT & EMPLOYEE RIGHTS	4
ARTICLE III	6
GRIEVANCE PROCEDURE	6
ARTICLE IV	9
SENIORITY	9
ARTICLE V	10
UNION REPRESENTATIVES.....	10
ARTICLE VI	11
HOURS OF WORK.....	11
OVERTIME	12
ARTICLE VII	14
HOLIDAYS.....	14
ARTICLE VIII	15
VACATIONS.....	15
ARTICLE IX	19
HEALTH BENEFITS, PRESCRIPTION AND DENTAL PLAN.....	19
ARTICLE X	20
LEAVES OF ABSENCE	20
ARTICLE XI	24
RATES OF PAY AND COMPENSATION.....	24
ARTICLE XII	25
PROMOTIONS AND TRANSFERS	25
ARTICLE XIII.....	26
UNION BULLETIN BOARD	26
ARTICLE XIV.....	27
WORK RULES.....	27
ARTICLE XV.....	28
ARTICLE XVI.....	30
SEPARABILITY AND SAVINGS.....	30
ARTICLE XVII	30

FULL BARGAINED PROVISIONS 30

ARTICLE XVIII30

PROBATIONARY PERIOD30

ARTICLE XIX 31

DISCIPLINARY ACTION.....31

ARTICLE XX33

BOOT ALLOWANCE.....33

ARTICLE XXI 34

TERM AND RENEWAL..... 34

ARTICLE XXII35

APPLICATION OF BENEFITS.....35

ARTICLE XXIII 36

NONDISCRIMINATION 36

ARTICLE XXIV 36

NO STRIKE PLEDGE 36

ARTICLE XXV37

DISPATCHERS..... 37

ARTICLE XXVI40

EXPENSES40

ARTICLE XXVII.....41

CALL OUTS 41

ARTICLE XXVIII..... 41

GENERAL PROVISIONS..... 41

ARTICLE XXIX 42

PENSIONS..... 42

ARTICLE XXX 43

ARTICLE XXXI..... 44

CLOTHING ALLOWANCE 44

ARTICLE XXXII..... 45

DURATION AND RENEWAL45

PREAMBLE

This Agreement, made and entered into this 10TH day of October, 2010, signed January 6, 2011 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 Morris Council No. 6, NJCSA, IFPTE, AFL-CIO, 6 Court Street, Morristown, New Jersey 07963 (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

The Township hereby recognizes the Association as the exclusive negotiating agent for all member non-supervisory full-time and permanent part-time White Collar employees of the Township for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:3A et. seq.), concerning salary, hours, and other terms and conditions of employment in the negotiating unit described below:

- a) The following titles are included in the unit:
 - Accounts Payable clerk
 - Animal Licensing Official
 - Assistant Municipal Housing Liaison
 - Building Inspector
 - CCO Inspector/Safety Coordinator
 - Certified Municipal Registrar
 - Clerical
 - Clerk Typist
 - Computer Technician
 - Deputy Certified Municipal Registrar
 - Deputy Court Administrator
 - Dispatcher (Communications Officer I and II)
 - Electrical Inspector
 - Inspector
 - Laboratory Manager
 - Municipal Housing Liaison
 - Parking Enforcement Officer
 - Payroll Clerk/AP/Personnel Clerk
 - Plumbing Inspector
 - Project Manager
 - Recreation Program Coordinator
 - Registrar of Vital Statistics
 - Safety Coordinator
 - Secretary (Excluding Administrator, Police Chief, and Fire Chiefs Secretary)
 - Secretary and Treasurer, Board of Health
 - Secretary Board of Adjustment
 - Secretary Environmental Commission
 - Secretary Open Space Commission
 - Secretary Planning Board
 - Senior Clerk

Senior Clerk/Department of Registrar
Senior Deputy Court Administrator
Senior Registered Environmental Health Specialist
Zoning Official

b) Excluded are all other employees, supervisory employees, managerial executives, and confidential employees as defined by the New Jersey Employer-Employee Relations Act, as amended, as well as those employees excluded from coverage under this contract by written agreement of the parties and, as may be determined by PERC pursuant to the clarification of unit petition filed by the Township, CU-2009-037.

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 for cause;
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

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.

**ARTICLE III
GRIEVANCE PROCEDURE**

Section 1: Definitions

A. The term "grievance" means a complaint by Union or employee(s) that there had been a violation of this Agreement.

B. "Employee" is defined as a regularly employed full-time or part-time employee represented by the Union.

Section 2: Purpose

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

B. 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/she (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 within seven (7) work days thereafter. This Committee shall be comprised of the Township Administrator and two persons appointed by the Township Committee. Upon receipt of the grievance, this 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

Union Shop Steward, and legal counsel, may appeal to the Township Committee, in writing within ten (10) work days thereafter.

If the Grievant, in his appeal to the Township Committee, or the Union 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/her 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/her 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 Union to the New Jersey Public Employment Relations Commission (PERC) for Arbitration. The Union may invoke Step 4 no more than two (2) times in a calendar year. This Arbitration provision shall sunset at the execution of a new successor agreement unless the parties mutually agree otherwise. The Arbitrator shall determine any question of procedural arbitrability. Arbitrators shall be selected in accordance with PERC procedures for the selection of an Arbitrator to hear and determine labor disputes.

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 procedural 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 Union, or its authorized representative or legal counsel, shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records

pertaining to a specific grievance.

The procedure set forth herein may be invoked only by an authorized representative of the Employer or the Union. No grievance may be presented or processed without the Union's consent, and a Union representative shall, if desired, be present at all steps of the grievance procedure.

If the Employer fails to comply with the award of the Arbitrator or with the procedures under this Article, the Union 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.

B. 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 (least to most) 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 fourteen (14) calendar days advance written notice by the Township. The employee on lay off has recall rights for a period of two (2) years. The Township shall have sole discretion to determine its needs of operation and to decide which positions are necessary and whether a position needs to be reduced in work hours or eliminated. The parties recognize that employees' work hours may not be changed without negotiations. Assuming equal qualifications and abilities, employees shall be laid off in reverse order of seniority. In the event of recall, the Township will make every attempt to consider both qualifications and seniority, however, seniority shall not be the controlling factor. Employees who are to be laid off shall be given at least fourteen (14) calendar days advance notice by the Township. The employee on layoff has recall rights for a period not to exceed two years.

C. The most senior employees shall be given preference in the selection of vacations, provided there is no interference with the normal operation of the Township.

D. 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. Accredited representatives of the Association may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the Township facilities or premises, it will request such permission from the Township Administrator (or if due to vacation or other extended absence the Administrator's appointed representative) 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 or normal duties of the employees.

B. One (1) Shop Steward and one (1) Alternative Shop Steward may be appointed to represent the Association in grievances with the Township.

C. The Shop Steward or Alternate Shop Steward of the Association will have the right during the business day to investigate any problems with working conditions or contract violations and/or contract-related issues without said time being deducted from his/her working time. The total amount of time to take such action shall be no more than 8 hours per month.

D. The Township will notify the Union, in writing, of all new hires and status changes, promotions, demotions, transfers, suspensions, and discharges of any employee covered by this Agreement.

E. The members of the Union's Negotiating Committee, not to exceed four (4) in number, exclusive of the Union president and legal representative, shall, after adequate notice to the appropriate supervisor, be granted time off from duty and shall suffer no loss of pay for attendance at all meetings, when such meetings take place at a time which such members are scheduled to be on duty, between the Township and the Union for the purpose of negotiations of the terms and conditions of the Agreement.

**ARTICLE VI
HOURS OF WORK**

A. The basic workweek shall be thirty-five (35) hours per week, seven (7) hours per day, five (5) consecutive days per week Monday through Friday, for employees covered under this Agreement.

B. The regular full-time hours of the work week shall be from 8:30 a.m. to 4:30 p.m., for all employees except for inspectors, whose hours shall be from and 7:00 a.m. to 2:30 p.m. with a 30 minute unpaid lunch. All other full-time employees shall have a one-hour unpaid lunch period, unless otherwise designated by the Department Head in an emergency situation. In addition to the unpaid one hour lunch period each work day, the Township shall also allow two separate fifteen (15) minutes breaks (morning and afternoon), for a total of thirty (30) minutes of paid break time during each work day.

C. See Article XXV concerning Dispatchers where hours of work are addressed separately therein.

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/she 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/her regular tour of duty by his/her Department Head or the Township Administrator. All efforts shall be made to give as much prior notice, as reasonably possible, or pending unscheduled overtime.

B 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 full time employees. Overtime shall be offered and equally distributed to the extent possible among the employees capable of performing the work to be completed, using a rotational system. Opportunity to work overtime shall be rotated with the intention to achieve equalization. The initial list shall be kept by seniority 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.

**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
Lincoln's Birthday	Independence Day	Thanksgiving Day
President's Day	Labor Day	Election Day
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. The Township reserves the sole right to reschedule Election Day and/or Lincoln's Birthday as floating holiday(s).

D. 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.

E. If any of the designated holidays falls 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 be entitled to an additional vacation day. Should an official holiday occur while an employee is on sick leave, that employee shall not have the holiday charged against his or her sick or vacation leave time.

F. Any part-time employee who is scheduled to work on a holiday when the Township is closed shall be given the opportunity to work on a non-holiday day during the week of the holiday.

**ARTICLE VIII
VACATIONS**

A. All full-time employees hired before the execution of this Agreement shall be granted the following annual leave for vacation purposes, with pay, in and for each calendar year, except as otherwise provided:

Length of Service	Vacation Days
Completion of 6 months but less than 1 year	Five (5) work days
From 1 st anniversary to 5 th anniversary	Two weeks
From 5 th anniversary to 12 th anniversary	Three weeks
From 12 th anniversary to 17 th anniversary	Four weeks
From 17 th anniversary to 22 nd anniversary	Five weeks
After 22 nd anniversary	Six weeks

All full-time employees hired on or after the date of the execution of this Agreement shall be granted the following annual leave for vacation purposes, with pay, in and for each calendar year, except as otherwise provided:

Length of Service	Vacation Days
Date of Hire to 6 months	No vacation
6 months to 1 year	Five (5) work days
From 1 st anniversary to 8 th anniversary	Two weeks
From 8 th anniversary to 1e anniversary	Three weeks
From 1e anniversary to 25 th anniversary	Four weeks
After 25th anniversary	Five weeks

A laid-off employee hired prior to the execution of this Agreement and recalled by the Township shall not be considered a new hire for purposes of vacation leave. Vacation leave shall be credited at the beginning of the calendar year in anticipation of continued employment. New full-time employees and employees moving to the next level on the above vacation schedule shall receive prorated vacation until the end of the calendar year. New full-time employees shall be credited after completion of six (6) months of service. Any part-time employee receiving pro-rated vacation benefits as of the execution of this Agreement shall continue to receive benefits during his/her tenure. All other part-time employees shall not receive vacation on a pro-rated basis.

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. An employee may request that the use of accumulated unused vacation from the prior year be extended to September 30 of the following year. The scheduling of this vacation must be approved by the Department Head.

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. Prorated 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 convenience of the Department Head.
2. Vacations may begin on any working day. Vacations may be taken in increments of one (1) day or more with a minimum of one-week prior notification to the Department Head.
3. A schedule of regular vacation shall be approved by each Department Head.
4. Employees may request vacation salary one (1) month in advance for the period they will be away. Approved schedules of regular vacation shall constitute approval of payment of vacation salary in advance, which shall be payable no sooner than the regular payday proceeding the vacation

period.

5 Employee vacations shall not be taken for more than three (3) consecutive weeks.

H Deferred Vacations

1 Reasons for Deferment

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

Ø 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.

(H) 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.

Vacation involving Disability

1. Vacations may not be granted to employees who are on disability.

2. 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.

3. Employees on disability 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

1. Any full-time, regular employee who is separated from service involuntarily (termination and layoffs) shall receive cash payment for unused days.

2. 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.

ARTICLE IX
HEALTH BENEFITS, PRESCRIPTION AND DENTAL PLAN

Hospital and medical-surgical insurance, including major medical, prescription and dental insurance plan, will be provided by the Township for all full-time (35 hours per week, 12 months per year) employees and all eligible dependents, subject to this Agreement in accordance with current Township policy. For new hires, the health benefits will be provided within sixty (60) days of employment; the dental insurance plan will be provided after ninety (90) days of employment; and the prescription plan will be provided after ninety (90) days of employment. Health benefit Coverage is provided under the New Jersey State Health Benefits Program. Dental and prescription benefits are provided separately. All employees shall be required to enroll in Direct 15 effective January 1, 2011. An employee may elect to "buy up" to Direct 10 and pay the difference between Direct 15 and Direct 10. Any transferred employee, who previously was insured by New Jersey State Health Benefits Program, will be provided health benefits after thirty (30) days of employment.

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

2. Each employee shall share equally with the Township to wit a 50% employee contribution in the annual premium increase above the 1991 annual premium rates for dental and prescription medication coverage.

3. The provided prescription benefit plan will include an option for the employee to elect dependent coverage for the prescription plan providing the same level of benefit as provided the employee.

4. It is understood and agreed that any increase in the dental plan and/or prescription plan premiums charged by the authorized carrier(s) shall be borne equally by the employee and the Township each year of this Agreement.

5. The Township reserves the right to change insurance carriers during the life of this contract, if the level of coverage is not diminished.

6. Any part-time employee who receives health, dental and/or prescription benefits as of the execution of this Agreement shall continue to receive these benefits during his/her tenure. All other part-time employees shall not be eligible for health, dental or prescription benefits.

ARTICLE X
LEAVES OF ABSENCE

A. Jury Duty.

If any municipal employee is legally selected for jury duty, every effort shall be made to enable such employee to serve as juror. The Department Heads shall use every reasonable endeavor to aid said employee in performing jury duty. Each employee 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.

Any employee who is a member of the National Guard or Naval Militia or of a reserve component of any of the Armed Forces of the United States, who is required to undergo annual Field training or annual active duty for training, shall be granted a leave of absence with pay for the period of such duty or training. Such leave shall be in addition to his/her regular vacation leave. All of the above is subject to federal and state statutes.

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) In time of emergency or preparation for national defense (e.g., National Guard, Reserves, etc.).
- d) For any reason considered good by the Township Committee.

D. Personal Day.

1. Each full-time employee shall be entitled to two (2) workdays of personal leave a year with pay. Part-time employees shall receive personal days on a prorated basis. Such leave shall not be cumulative from year to year. 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. 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 the day of the funeral. (See Chapter 15 of the Code of the Township of Morris).

3. In addition to the above, a one-day bereavement leave with pay is granted to the employee to attend the funeral of an uncle, aunt, nephew, niece or cousin of first degree of the employee or his/her spouse. 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.

Sick Leave and Terminal Leave.

1. 'Sick Leave' is defined as the absence from duty of an employee because of illness, accident, and 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 credited to each employee on January 1 of each year in the amount of fifteen (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 (6) 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) Except for part-time employees who receive pro-rated sick leave as of the execution of this Agreement, all part-time employees shall not have an appropriate pro-rated amount of sick leave.

3. Each Department Head will maintain record cards for each employee upon which he will record the total sick leave. All absences will be maintained upon these cards, and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record.

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. The Township reserves the right to have any employee reported or reporting as ill or sick to be examined by a Physician designated by the Township. The Township may require any employee who has been off duty for a continuous period of three (3) workdays, or more than ten (10) workdays 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.

6. 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.

7. Effective for new hires as of January 1, 2010 the payment for accumulated sick leave upon retirement shall be at a maximum of \$10,000. Any employee hired prior to January 1, 2010 and recalled by the Township after a layoff shall not be a new hire subject to the \$10,000 maximum.

G Workers Compensation Leave

1. Whenever any employee of the Township on a full-time basis is disabled through injury or illness as a result arising out of his/her employment, as evidenced by a certificate of a reputable Physician as authorized by the Township's Workers Compensation insurance carrier, 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 either with full pay or part pay, as it may determine, but no longer than a total of twelve (12) months with full pay. Certificates of continuing disability shall be filed at the end of each thirty (30) days by a reputable Physician.

2. Any employee on sick leave with pay and receiving his normal compensation who, in addition, qualifies for payments under workers' compensation weekly benefits shall during the period he/she is receiving such weekly benefits, be entitled only to that portion of his/her regular salary which, with the workers' compensation payments, equals his/her normal salary.

ARTICLE XI
RATES OF PAY AND COMPENSATION

All rates of pay and compensation, shall, on January 1 of each year of the Agreement, be increased over the employee's previous years' rate of pay and compensation as follows:

Effective January 1, 2009: 3,9% (retroactive pay shall be for 6 months only)

Effective January 1, 2010: 0%

Effective January 1,2011: 2.0%.

All rates of pay and compensation shall be paid to the employees retroactively to January 1st of each year. All employees on the payroll as of the execution of this Agreement and those employees laid off from employment effective July 9, 2010 shall be entitled to the 2009 increase and retroactive pay.

ARTICLE XII
PROMOTIONS AND TRANSFERS

A. Whenever it is practical to do so, promotions shall be made from within the ranks of the Township staff of municipal employees, provided that there are qualified employees available who are capable of performing the required duties in a satisfactory manner.

B. Promotions from within the ranks shall be based on merit, seniority, character, qualifications and work habits, as determined by an impartial review of all available facts by the Township Administrator and Department Head.

C. When an employee requests a transfer from one position or department to another, such proposed transfer and request shall be first referred to the Department Head or Department Heads associated with the requested transfer, and the recommendation of such Department Head or heads shall be forwarded to and considered by the Township Administrator before the transfer of employee is effected.

ARTICLE XIII
UNION BULLETIN BOARD

As hereinafter provided, the Township shall permit the Union reasonable use of bulletin board space of approximately 2'x3' to be placed in the Municipal Building in a mutually agreed upon location 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 XIV
WORK RULES

The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the Union receive a written copy of such rules and regulations within five (5) days of such adoption.

ARTICLE XV

The parties agreed to the Agency shop and Representation fee provisions in Side-Bar Agreement dated 8/26/09.

Agency Shop (Representation Fee)

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 (85³/0) 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, including any and all claims, demands, suits or other forms of liability from April 16, 2009 to the present.

Deduction From Salary

A. The Township agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(e), as amended. Said monies together with records of any corrections shall be transmitted to

the Association Treasurer on the tenth (10th) working day after the last payroll paid for the prior month.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change.

C. The Association will provide the necessary deduction check-off authorization form and the Association will secure the signatures of its members on the forms and deliver the signed forms to designated Township Officials. The Association shall indemnify, defend and save the Township• harmless against any and all such claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Association to the Township.

**ARTICLE XVI
SEPARABILITY AND SAVINGS**

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 provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

**ARTICLE XVII
FULL BARGAINED PROVISIONS**

This Agreement constitutes the complete and final understanding and resolution by the parties of all issues, which were or could have been the subject matter of negotiations between the parties. During the life of this Agreement except where otherwise provided herein, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement. 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 XVIII
PROBATIONARY PERIOD**

All employees hired during the term of this Agreement shall serve a probationary period of one hundred and eighty (180) 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 sixty (60) days in the sole discretion of the Township. There shall be no responsibility for reemployment of probationary employees if they are discharged during this probationary period.

Employees transferred from one job title to another or from one department to another shall not be subject to a probationary period.

ARTICLE XIX DISCIPLINARY ACTION

All discipline shall be issued in accordance with applicable Township Ordinance(s), Chapter 15 as set forth below.

The following regulations shall apply to disciplinary actions against Township employees:

A When a Department Head believes that an employee is not conforming to the letter or spirit of the Township Agreement, policies and rules or has committed any one (1) of the following infractions, the Department Head may first privately discuss the matter with the employee concerned in order to obtain the employee's view and side of the matter. If the incident is not of a type to warrant dismissal, the Department Head shall, if possible, then obtain assurance that there will not be a repetition of the incident. A note or memorandum of incident and its disposition shall be placed upon the employee personal history file by the Department Head.

1. Neglect of duty.
2. Incompetency or inefficiency.
3. Incapacity due to mental or physical disability.
4. Insubordination or serious breach of discipline.
5. Consumption of alcoholic beverages while on duty or reporting for work in unfit conditions.
6. Chronic or excessive absenteeism.
7. Disorderly or immoral conduct.
8. Willful violation of any of the provisions of the rules or regulations or other statutes relating to the employment of public employees.
9. The conviction of any criminal act or offense.
10. Negligence of or willful damage to public property or waste of public supplies.
11. Conduct unbecoming an employee in the public services.
12. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service or engaging in any form of political activity during work hours.
13. Unauthorized use of municipal vehicle.
14. Other sufficient Cause.

B. If the matter is a minor infraction of the rules and the Department Head is satisfied, he may close the incident at this juncture.

C. If the Department Head considers the offense sufficiently serious to warrant its consideration by the Township Administrator, the employee shall be so advised. A meeting of those interested shall be arranged at the earliest possible date

written report of the meeting and of the action taken shall be placed in the employee's personal history file.

D. At the request of the employee, the Department Head or the Township Administrator, the matter shall be referred to the Township Committee for review and/or action.

E. Disciplinary actions shall be in the following forms, not necessarily in the order listed:

1. Informal private, verbal reprimand by supervisor or Department Head.
2. Written memorandum of censure from superior or Department Head.
3. Letter of admonition from Township Administrator.
4. Suspension from duty without pay.
5. Transfer or demotion of employee.
6. Separation from the Township.

F. Suspension from duty of any employee without pay may be ordered by the immediate Department Head, if such summary action is considered necessary.

G. The suspension from duty of any employee must be reported by the person ordering it to the Township Administrator without delay.

H. A fair and complete investigation of the case will be promptly made by the Department Head or Township Administrator to accumulate all facts and to interview all interested persons. A written Report of the investigation shall be made, if circumstances warrant.

I. The Township Administrator will weigh the facts and recommendations submitted, pursue any further investigation and, at the earliest possible date, render his decision as to whatever disciplinary action is to be considered or taken. After the conclusion of the investigation, the findings and recommendations, supported by all available data, will be referred to the Township Committee.

J. All papers in connection with a disciplinary action will be placed in the employee's personal history file.

K. An employee may appeal a disciplinary action by means of the procedure set forth for handling grievances and as provided by law.

ARTICLE XX
BOOT ALLOWANCE

Health Department Environmental Specialists and Inspectors, Construction Code Inspectors and Engineering Inspectors shall receive an annual reimbursement allowance not to exceed \$125 for purchase of safety boots/safety shoes. Reimbursement for these purchases shall be subject to production of receipts by the employees.

ARTICLE XXI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009, and shall remain in effect to and including December 31, 2011 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 XXII
APPLICATION OF BENEFITS

Except as set forth in Article XI, Rates of Pay and Compensation, 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, 2009 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, 2009 to the employee's last date of employment.

All benefits except where specifically noted to the contrary shall be provided only to full-time employees working 35 hours per week or more except as provided in Article X.

**ARTICLE XXIII
NONDISCRIMINATION**

A. There shall be no discrimination by the Township or the Association against an employee on the account of race, color, creed, gender, sexual orientation, age, national origin, ancestry, marital status, handicap, and political affiliation or Association activity.

B. There shall be no discrimination, interference, restraint, or coercion by the Township or Association, or any of their representatives, against any of the employees covered under this Agreement because of his/her membership or non-membership in the Association or because of any lawful activities by such employee on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

**ARTICLE XXIV
NO STRIKE PLEDGE**

The Union acknowledges that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the Township and that there should be no interference with such operation.

In light of the foregoing and the fact that adequate procedures exist the peaceful and orderly resolution of grievances arising under this Agreement, the Union covenants and agrees that during the term of this Agreement neither it nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in, any strike, including the concerted failure employees to report for duty, mass resignation, mass absenteeism, work stoppage, slowdown, walkout or other job action or the invocation of sanctions against the Township.

Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity in the event of such breach by the Union or its members.

ARTICLE XXV DISPATCHERS

Article XXV applies to Dispatchers only. All terms and conditions are as per this Agreement except as modified within this provision.

A Work Week/Schedule

1. Dispatchers assigned to a squad shall have a work week consisting of a seven (7) day cycle of two (2) eight (8) hour work days and two (2) twelve (12) hour work days. The hours of work for an eight (8) hour shift shall be either: 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., or 11 p.m. to 7 a.m. The hours of work for a twelve (12) hour shift shall be either 7 a.m. to 7 p.m. or 7 p.m. to 7 a.m. Rotation shall be based upon a six (6) week rotation schedule. Rotation shall only take place upon mutual agreement among dispatchers.

2. Dispatchers not assigned to a squad shall have a work schedule of four (4) to ten (10) hour days either Monday through Thursday or Tuesday through Friday over a two (2) week period (four (4) days on, four (4) days off or four (4) days on, two (2) days off).

3. Each employee is entitled to unlimited shift changes per calendar year. Sufficient prior notice of schedule changes shall be given, in writing, to the Division Commander or Officer in Charge, so that he/she can post changes. Failure to give sufficient written advance notice of schedule changes may result in disapproval of the schedule change.

a Shift changes shall not be permitted when they will place more or less employees on duty during the shift or work period than the number normally scheduled to serve duty during that shift or work period.

4. At the discretion of the Chief of Police, dispatchers may temporarily be placed on an alternate schedule for training purposes when said training exceeds a four (4) day period.

B Overtime

1. Employees shall be paid at the rate of one and one-half (1.5) times their hourly rate of pay for all hours of work in excess of their regularly assigned work day or in excess of their regularly assigned work week. An employee who is required to work on a day or days in which the employee is scheduled off shall be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked on said day or days.

2. Compensation for all overtime shall be authorized by the Chief of Police or

his designated representative.

3. In the distribution of overtime, senior employees shall be offered overtime before junior employees.

C. Uniform Maintenance Allowance

Upon completion of one (1) year of employment, dispatchers will be granted a total of \$500.00 per year for uniform maintenance allowance using the voucher system.

Initial hires shall be provided with four (4) khaki pants; four (4) long sleeve shirts; and four (4) short sleeve shirts.

D. Call Out Pay

When an employee is ordered to report for duty outside of his/her normal tour of duty for less than four (4) hours, he/she shall receive a minimum compensation therefore of four (4) hours pay at time and one-half (1¹/₂) the employees straight time hourly rate of pay computed in accordance with the overtime provisions of this Agreement. In the event an employee is called out for more than four (4) hours of duty, the employee shall be paid pursuant to the overtime provisions of this Agreement for actual time worked beyond four (4) hours.

If overtime occurs at the beginning or end of shift and the amount of time worked is less than four (4) hours, then the four (4) hour minimum does not apply and the office is paid for actual time worked at time and one-half.

E. Holidays

In lieu of holidays, employees shall receive payment for twelve (12) days at their regular rate, pro-rated for new hires. This payment shall be made in biweekly payments. Compensation for holidays made in this manner shall be included for purposes of pension payments and calculations to the PERS system. Holiday pay shall not, however, be used in the computation of overtime, court time or any other fringe benefit agreed to in this Agreement.

F. Training

Dispatcher training shall be in compliance with all applicable law and regulations. Training cost to be borne by the Township and conducted during employees' regularly scheduled hours.

G. Holdover

After eight (8) hours of recuperation from previous shift, employee can be called

back in for up to another sixteen (16) hours,

H Conversion to Hours

All leave time in days shall be converted to hours. Sick, vacation and personal time may be taken in hourly increments. A day shall equal eight (8) hours.

ARTICLE XXVI
EXPENSES

A. Educational expenses. The Town encourages employees to receive job related training and education through attendance at seminars, professional certification courses, and professional conferences. Employees will receive paid-time to participate in any such training that relates to his/her respective position upon approval from the appropriate supervisor. The employee may be reimbursed for the cost of any class, seminar, conference, etc. that he/she is required by the Town to take upon satisfactory completion and documentation.

B. Cell phone reimbursement. All employees required to have a cell phone shall be reimbursed for the use of his/her personal cell phone when used for work purposes during scheduled work hours upon receipt of proof that the employee has used his own cell phone at his own cost or pursuant to State Contract, whatever is less.

C. Any costs to maintain job related certifications or Trade Association dues should be paid by the Township.

D. Mileage for Township-related business requiring use of personal vehicles shall be reimbursed at a rate established by the Township Committee, but shall not be less than 35 ¢/mile per mile.

**ARTICLE XXVII
CALL OUTS**

Call outs for municipal court shall be compensated at \$50.00 per call out.

**ARTICLE XXVIII
GENERAL PROVISIONS**

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

Change of address of an employee must be reported by him/her to the employee's supervisor immediately.

Change of Family Status: The employee is advised to inform the Township Administrator or Designee immediately of any additions, deletions or change in his/her family status if the purpose is to update employment records for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependants and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 form, employee's withholding exemption certificate.

ARTICLE XXIX
PENSIONS

The Public Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey. All new legislation, which is mandatory, will be implemented and all new enabling legislation will be subject to negotiations.

ARTICLE XXX
NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiating unit for whom the Association is authorized to negotiate in accordance with Article I, Recognition, of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, shall be reduced to writing, shall be adopted by appropriate resolution of the Township, and shall be signed by the Township and the Association. The signature by the Association on the contract shall be pursuant to authorization received from the membership and the Township reserves the right to request proof of authorization of the membership before appending its signature to any Agreement.

B. All meetings between the parties for the purpose of negotiations shall be scheduled based on the availability of the parties and, if the parties mutually determine that a meeting shall be scheduled during the workday, the employees involved shall be excused from their duties and shall suffer no loss of pay.

C. The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall remain confidential and releases to news media shall be made only as agreed upon jointly, at least until either party declares impasse.

**ARTICLE XXXI
CLOTHING ALLOWANCE**

The Township reserves the right to provide jackets, shirts or other items of clothing for inspectors or other employees in its sole discretion.

**ARTICLE XXXII
DURATION AND RENEWAL**

This Agreement shall be in full force and effect from January 1, 2009 through December 31, 2011. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, on or before September 1, 2011, prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

[Illegible text]

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.

TOWNSHIP OF ORRIS

MORRIS COUNCIL NO. 6,
NJCSA, IFPTE, AFL-CIO

H. SCOTT ROSENBUSH
MAYOR

LIZ SUTULA
PRESIDENT

ATTEST

ATTEST

CATHLEEN AMELIO
TOWNSHIP CLERK

DONNA M. CATALUSCI,
NOTARY PUBLIC

DONNA M. CATALUSCI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 27. 2015



TOWNSHIP OF MORRIS

50 WOODLAND AVENUE
PO BOX 7603
CONVENT STATION, NEW JERSEY 07961-7603
FAX NO. (973) 605-8363
WWW.MORRISTWP.COM

CATHLEEN AMELIO, RMC
TOWNSHIP CLERK
(973) 326-7430

RESOLUTION NO. 194 -10

AUTHORIZING AGREEMENT BETWEEN TOWNSHIP OF MORRIS AND MORRIS COUNCIL NO. 6, NJCSA, IFPTE, AFL-CIO, EMPLOYEE ORGANIZATION FOR THE PERIOD JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

BE IT RESOLVED, by the Township Committee of the Township of Morris, State of New Jersey, that the Mayor and the Township Clerk are hereby authorized to sign the collective bargaining agreement between the Township of Morris and Morris Council No. 6, NJCSA, IFPTE, AFL-CIO, employee organization for the period January 1, 2009 through December 31, 2011

I, Cathleen Amelio, Township Clerk of the Township of Morris, Morris County, New Jersey, do hereby certify that the foregoing is a true copy of a resolution adopted by the Governing Body at a duly authorized meeting held on October 20, 2010.



Cathleen Amelio, Township Clerk
Township of Morris, Morris County
State of New Jersey

