

Contract no. 1313

AGREEMENT

between

TOWNSHIP OF MORRIS, MORRIS COUNTY
NEW JERSEY

- and -

LOCAL NO. 1310

PUBLIC EMPLOYEES DIVISION AFFILIATED

WITH THE

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES

AFL-CIO

January 1, 1992 through December 31, 1994

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

AUG 18 1992

RUTGERS UNIVERSITY

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PREAMBLE

This agreement, made and entered into this first day of January, 1992, 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, as Public Employer, and Local Union No. 1310, Public Employees Division, I.B.P.A.T., AFL-CIO, with offices at 5 North 4th Street, Harrison, New Jersey 07029, (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 be rendered.

ARTICLE I

RECOGNITION

A. In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated March 17, 1980, Docket number RO-80-134 the Township of Morris, Morris County, New Jersey recognizes the Union as the exclusive bargaining representative for all employees covered in the aforementioned Certification i.e.; Recreation Department, Road Department, Sanitation Department, Sewer Department and the Building Maintenance Title.

Excluding all other employees of the Township, including Secretaries, Clerks, Clerk-Typists, Confidential Employees, Police and all Supervisors within the meaning of the Act.

ARTICLE II

MANAGEMENT RIGHTS

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

- (1) To manage and administer the affairs and operations of the Township;
- (2) To direct its working forces and operations;
- (3) To hire, promote, transfer and assign employees;
- (4) To demote, suspend, discharge and otherwise take disciplinary action against employees;
- (5) To take necessary action in emergencies;
- (6) To determine standard 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 rules and regulations, from time to time, 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 then 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 rights, responsibilities and authority pursuant to the laws of this state or of the United States.

ARTICLE III
GRIEVANCE PROCEDURE

Section 1: Definition

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

B. Immediate Superior - An employee's immediate superior is the person to whom the aggrieved employee is directly responsible.

Section 2: Purpose

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

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes 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 two (2) working days of the occurrence of the matter complained of, or within two (2) 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 shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days by the immediate superior, the employee must present his grievance to his Department Head in the event his immediate superior is not the Department Head. The procedure and the time limit for resolution at that level shall be the same as that discussed above for the immediate superior.

STEP 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his grievance to the Township Grievance Committee within five (5) 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 eight (8) work days.

STEP 3: In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by

the Township Grievance Committee within the time allowed, the aggrieved employee may appeal to the Township Committee, in writing within ten (10) work days thereafter, by use of a mutually approved grievance form.

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

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

The decision of the Township Committee shall be final and binding, except that on grievances involving contract terms only, the grievant may, within ten (10) days, apply for advisory arbitration under P.E.R.C. rules and regulations.

Section 4: Union Representation in Grievance Procedure

A. At the request of the aggrieved employee, the Shop Steward may participate in the grievance procedure at Step One.

B. At the request of the aggrieved employee the Local Union Business Representative and the Shop Steward of the Union may participate in the grievance procedure at Steps Two and Three, and in advisory arbitration.

ARTICLE IV

SENIORITY

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

B. All vacancies or newly created bargaining unit positions shall be posted. Seniority is a factor in an employee's work history and shall be taken into consideration in filling such vacancies and new positions. However, it is understood that operator helpers hired for the Sewer Dept. after January 1, 1984, shall not transfer out of the department.

C. In the event that at any time or times it becomes necessary in the opinion of the Township to reduce the number of employees, seniority will be a factor among employees, however, qualifications shall prevail so that employees shall be laid off in the reverse order of seniority taking into consideration qualifications and shall be returned in the order of seniority taking into consideration qualifications. Employees who are to be laid off shall be given at least three (3) working days' advance notice by the Township.

The employee on lay off has recall rights for a period of two years.

ARTICLE V

UNION REPRESENTATIVES

A. The Business Manager or Business Representative of the Union may enter the Township facilities or premises at reasonable hours for the purpose of observing working conditions limited to six visits per year or assisting in the adjustment of grievances. When the Union decides to have its representative enter the Township facilities or premises, it will request such permission from the appropriate Township Representatives and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Township Government nor meetings held on Township time or property.

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

ARTICLE VI
HOURS OF WORK

A. The basic work week shall be forty hours for employees covered under this Agreement.

B. The regular hours of the work week shall be from 7:00 a.m. to 3:30 p.m., for Roads, Sewer and Recreation personnel and 6:00 a.m. to 2:30 p.m. for Sanitation and Recycling personnel with unpaid one-half hour lunch prior, unless otherwise designated by the Department Head in an emergency situation.

OVERTIME

A. Overtime

1. All employees, except as otherwise provided herein, shall be paid time and a half their hourly rate of pay for the job classification of work to be performed for each hour of duty beyond the normal tour of duty. After an employee works one-half (1/2) hour of overtime, he shall receive overtime pay in one-half hour increments for each one-half (1/2) hour worked.

2. Overtime, as set forth above, shall be paid when an employee who is eligible to receive it is required to

work in excess of a completed tour of duty or on a regularly scheduled day off or on an official holiday.

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

3. As an alternative to the mandatory payment of overtime provided herein, an employee may elect to receive one and one-half (1 1/2) hours of compensatory time in lieu of overtime pay for each hour of overtime worked. The accumulated compensatory time shall not exceed seven (7) work days at any time.

All such accumulated compensatory time off shall be used by the employee by no later than December 31st of each year. All unused compensatory time as of December 31st of each year shall be paid to the employee upon request at the current rate of salary.

All requests for time off under this provision must be submitted on prescribed forms for the approval of the Department Head.

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

B. Minimum Guarantee

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

The provisions of paragraph A of 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 distributed as equitably as possible, using a rotational system similar to that currently in use at the Sewer Department. The initial list shall be by seniority with shop stewards at the top of each unit for the first rotation.

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

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 that each holiday will be celebrated.

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
General Election day
Thanksgiving Day
Christmas Day

B. Employees who are scheduled to work on the recognized holidays 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. Except that starting January 1, 1990 anyone working on January 1st or December 25th shall receive double time for the hours actually worked on said holiday. Effective January 1, 1992, anyone working Thanksgiving Day shall receive double time for the hours worked on said holiday.

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

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

Vacation Leave

Personal Leave

Bereavement Leave

Authorized Sick Leave

ARTICLE VIII

VACATIONS

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

- (1) After completion of six (6) months of service but less than one (1) year of service: one (1) workweek's vacation.
- (2) After completion of one (1) year of service and up to five (5) years of service, inclusive: two (2) workweeks' vacation.
- (3) After completion of five (5) years of service and up to twelve (12) years of service, inclusive: three (3) workweeks' vacation.
- (4) After completion of twelve (12) years of service and up to seventeen (17) years of service, inclusive: four (4) workweeks' vacation.
- (5) After completion of seventeen (17) years of service: five (5) workweeks' vacation.
- (6) After completion of twenty-two (22) years of service: six (6) workweeks' vacation.

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

C. A vacation leave which an employee does not take of his or her own volition during any calendar year may be held over and taken prior to June 30 of the following calendar year and, if not so taken, shall expire and shall not accumulate. The scheduling of this vacation must be approved by the Department Head.

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 or who are terminated from employment for cause. Full annual vacation leave will be granted to employees who are terminated by the Township due to reduction in work force.

ARTICLE IX

HOSPITALIZATION AND MAJOR MEDICAL INSURANCE AND DENTAL PLAN

A. Hospital and medical-surgical insurance, including major medical and dental insurance plan, will be provided by the Township for all employees subject to this agreement in accordance with current Township policy within 60 days of the date of employment. Coverage is provided under the New Jersey Health Benefits Program.

1. The Township agrees to maintain existing hospitalization, insurance, dental plan, prescription plan with \$3.50 co-payment per prescription and applicable pension benefits for employees during the term of this Agreement, subject to the provisions of this Article below.

2. Effective January 1, 1992, the Township shall pay for the premium cost for employee dental coverage only to a maximum of \$41.94 per month (\$503.28 annually or prorated for less than a full year coverage) per employee. This represents a composite rate currently including dependents.

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. The cost to the Township of the premium charged for all prescription plan coverage shall be

capped at the rates effective December 31, 1991.

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. The Township agrees to reimburse any member of the Union the cost of repairs or replacement of eyeglasses or contact lenses damaged or lost on the job. Such damage or loss must be reported to the Department Head. Said member shall present to the Department Head a receipt for all repairs or purchases of glasses or contact lenses.

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 training, not to exceed two (2) weeks. Such leave shall be in addition to his regular vacation leave. All of the above is subject to 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 three (3) months, which period may be renewed for a total 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.

Each employee shall be entitled to two (2) work days of personal leave a year with pay. Request for the personal leave shall be made to the Department Head at least four (4) days in advance where feasible, along with a statement

of reasons for taking of a personal day.

1. Personal days may be granted at the sole discretion of the Department Head for the conduct of essential personal business such as, but not limited to, the following:

- (a) Attending to family members during illness or other personal crises, or requirement for health, welfare or education of spouse or children.
- (b) Closing on a home purchase, auto purchase, adoption, or such other legal business difficult to schedule on days off, or for major auto repair or servicing home.
- (c) Attending to religious or civic voluntary charitable matters or duties, such as civic service clubs, fire or rescue squad conferences, or religious order service.
- (d) Attending funerals, graduation, marriages, or such of close friends or family members not provided for in the bereavement leave section or other such leave policy.
- (e) Such other reason of such a personal nature that the employee would not wish

to disclose.

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

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

4. Personal time will not accumulate from year to year. It is not the intent of personal time to either extend weekends, extend vacation or be taken for personal rest and relaxation purposes. The circumstances requiring the personal time must be communicated to and approved by the Department Head within these provisions.

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 or grandchild.

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 Township Administrator, 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.

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 spouse of the employee. Prior approval from the Township Administrator and Department Head is required for such one-day bereavement leave. If requested, proof must be furnished to the Township Administrator as to the relationship and death of the person involved.

F. Sick Leave and Terminal Leave

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

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

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

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 compensation in lieu thereof until same has been accumulated and earned by the employees by subsequent employment.

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

6. The Township reserves the right to have any employee reported or reporting as ill or sick to be examined by a physician designated by the Township. The Township may require any employee who has been off duty for a continuous period longer than three (3) days to furnish the Township with a physician's certificate that the employee is physically fit and able to resume his duties, and the Township shall also have the right to have such employee examined physically by a physician of its own choice to determine whether or not such employee is able to resume his duties and employment.

7. Accumulated, unused sick leave is not reimbursed, except to eligible employees of the Township of Morris who retire or resign from The Township's service under honorable conditions after fifteen (15) years of service or who die while a Township employee. The rate of reimbursement is forty percent (40%) of one day's pay (at the current wage rate) for up to a maximum of two hundred and fifty (250) accumulated

sick days.

G. Sick Leave-Disability

1. Whenever any employee of the Township on a full-time basis is disabled through injury or illness as a result of and arising out of his employment, as evidenced by a certificate of a reputable physician, he or she shall be granted, in addition to his or her annual sick leave with pay or any accumulations thereof, a leave of absence with pay for a period of thirty (30) days, or so much thereof as may be required. If at the end of such thirty-day period he or she is unable 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 filled 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 workmen's compensation weekly benefits shall, during the period he is receiving such weekly benefits, be entitled only to that portion of his regular salary which, with the workmen's compensation payments, equals his normal salary.

ARTICLE XI

RATES OF PAY AND COMPENSATION

A. Employees shall be paid not less than the minimum nor more than the maximum rate of pay for each job title in accordance with the job titles listed and rates of pay for 1992, 1993 and 1994, set forth in Schedule "A" which is attached hereto and made a part of this Agreement. Each employee's rate of pay as shown on Schedule "A" for a job classification shall be determined by the Township. Employees, at maximum, shall not receive a merit pay adjustment. These employees shall receive a uniform adjustment in their rate of pay as determined by the Township.

Employees hired during the term of this Agreement shall be paid at the minimum salary rate for their job classification and shall progress with equal annual increments to the maximum hourly rate after the completion of four years of service.

B. Compensation

1. Sewer Department stand-by pay shall be governed by current Township policy, (see Schedule "A" attached).

2. Overtime meals shall be furnished and compensated per current Township policy. Overtime meal

allowance shall not exceed \$5.00 for breakfast, \$6.00 for lunch and \$8.00 for dinner for the term of this contract.

C. Special Licenses

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

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

E. Effective January 1, 1992, employee's operating a backhoe for trenching or major roadway excavating shall receive an uprate of eighty-five (85) cents per hour. Effective January 1, 1993, through December 31, 1994, employee's operating a backhoe for trenching or major roadway excavating shall receive an uprate of ninety (90) cents per hour. Employees operating grader maintainers, backhoes or front end loaders shall receive an uprate of sixty (60) cents per hour over and above the driver's rate of pay for eight (8) hours, if he is assigned as an equipment operator for more than four (4) hours in any work day.

F. Mechanics that qualify as Certified Master Mechanics and Welders that qualify as Certified Welders per the provision of Schedule "B" shall receive an uprate differential

of sixty (60) cents per hour above their regular hourly rate of pay.

G. Operator Helpers at sewer treatment plants that qualify per the provisions of Schedule "C" shall receive Grade Differentials over and above their regular hourly rate as follows:

License S-1 (Grade 1)	\$.35 per hour
License S-2 (Grade 2)	.70 per hour
License S-3 (Grade 3)	1.05 per hour
License S-4 (Grade 4)	1.40 per hour
License C-1	.15 per hour
License C-2	.30 per hour
License C-3	.45 per hour
License C-4	.60 per hour

H. In the event that a tree trimmer or tree trimmer helper is not available for emergency call-out, a driver who can safely operate tree trimming equipment shall be paid at the rate of pay for tree trimmer helper for performing tree trimming duties during the emergency period.

ARTICLE XII

UNION BULLETIN BOARD

As hereinafter provided, the Township shall permit the Union reasonable use of bulletin board of 2' x 3' located in the work area at the Township Garage for the posting of notices concerning Union business and activities, provided any such notices shall not contain derogatory, defamatory, salacious, inflammatory or anonymous material. Posting by the Union on such bulletin board shall be confined to official business of the Union. The Union agrees that there shall be no distribution of handbills or other Union material on Township time or property except for the notices which have been posted on the aforesaid bulletin board.

ARTICLE XIII

WORK RULES

The Township may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve with reference to the same within five (5) days after the same are posted or disseminated and/or a copy sent to the Union.

ARTICLE XIV

NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union or any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from the full, faithful, and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout, or other job action against the Township.

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

ARTICLE XV

DEDUCTIONS FROM PAY

A. The Township agrees to deduct from the pay of its employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9(s) as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

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

C. The Union will provide the necessary "check off authorization" form and deliver the signed forms to the Township Treasurer. The Union shall indemnify, defend and save the Township harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon pay deduction authorization cards submitted by the Union to the Township.

ARTICLE XVI

SEPARABILITY AND SAVINGS

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

ARTICLE XVII

FULL BARGAINED PROVISIONS

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

ARTICLE 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 terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

ARTICLE XIX

DISCIPLINARY ACTION

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

- (1) The consumption of alcoholic beverages or illegal drugs while on duty or reporting to work in an unfit condition.
- (2) Insubordination or willful disobedience of orders or other serious breach of discipline.
- (3) Indecent, profane or harsh language
- (4) Disrespect to a superior employee or to a citizen of the Township.
- (5) Absence without leave
- (6) Immortality, indecency or lewdness.
- (7) Incapacity to perform work, either due to mental or physical disability.
- (8) Conviction of any criminal act or offense.
- (9) Conduct unbecoming an employee in the public

service.

- (10) Failure to report for work as assigned or emergency duty when properly notified.
- (11) Reckless or careless operation of Township owned trucks, vehicles or other equipment.
- (12) Fighting on the job.
- (13) Refusal or failure to perform assigned duties.

- (14) Intentional damage to or misuse of Township property, including waste of Township supplies.
- (15) Making a false report in connection with an accident or other work incident required to be reported to the employee's supervisor.
- (16) Theft of property belonging to the Township of Morris, its employees, or citizens.
- (17) Failure to properly account for or return property entrusted to the employee.
- (18) Excessive or chronic absenteeism.
- (19) Drinking alcoholic beverages, use of illegal drugs or possession of same, on or off Township premises during working hours.
- (20) Falsification of employment application.
- (21) Neglect of duty.
- (22) Tardiness or leaving work without

permissions or before quitting time.

- (23) Use of illegal drugs or possession of same, on or off Township premises during working hours.
- (24) Incompetency or insufficiency.
- (25) Unauthorized use of Township property.
- (26) Or other sufficient causes.
- (27) Any violation of the terms and conditions of employment as set forth in this Agreement.

The foregoing rights of the Township are in addition to any rights conferred by State statute or local ordinance upon the Township as a public employer. Disciplinary proceedings against employees shall be conducted in accordance with Township ordinance, and subject to the grievance procedure.

ARTICLE XX

WORK UNIFORMS

The Township shall provide five (5) sets of work uniforms per year, plus four (4) tee shirts per year, and protective clothing per current practice, except as follows:

- (1) Two (2) additional sets of uniforms shall be furnished to each mechanic each year.
- (2) Each employee shall be furnished a maximum of three (3) pairs of work gloves per year.
- (3) Two (2) pairs of safety shoes shall be furnished to each employee. (Knapp Model No. K71 or approved equal)
- (4) The order shall be placed on or about June 1st of each year.
- (5) One (1) pair of insulated boots and one (1) pair of regular boots which total cost shall not exceed \$170.00. Red Wing #2245, #2233 (uninsulated) and Red Wing #4412, #4414 (insulated) or approved equivalent.
- (6) In addition to the uniforms, employees of the Sewer Department shall have protective clothing in the form of coveralls furnished and maintained by the Township.

(7) One (1) pair of coveralls or one (1) heavy jacket which total cost shall not exceed \$75.00 once each calendar year to be replaced only if needed.

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

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

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

ARTICLE XXI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1994. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

ARTICLE XXII

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 one hundred eighty (180) days 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 (85%) percent of the dues charged by the Union to its members.

B. In addition, there shall be deducted such amounts as represent eighty-five (85%) percent 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. Local 1310 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership to Local 1310 shall be available to all employees in the unit on an equal basis at all times. In the event Local 1310 fails to maintain such a

system, or if membership is not so available, the Employer shall immediately cease making said deductions, upon proper notification.

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

ARTICLE XXIII

APPLICATION OF BENEFITS

The provisions of this Agreement shall not apply to any employee who has left the employ of the Township of Morris prior to the date of signing of this Agreement by all parties. However, the salary provisions shall retroactively apply from January 1, 1992, through the date of retirement of any employee retiring 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, 1992, to the employee's last date of employment.

ARTICLE XXIV

NON-DISCRIMINATION

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

SCHEDULE "A"

Rates of Pay effective: January 1, 1992

ROADS AND SANITATION

Per Hour

Drivers	\$14.01 to \$15.64
Collectors	\$14.01 to \$15.64
Laborers	\$13.80 to \$15.39
Mechanic	\$16.27 to \$20.00
Assistant Mechanic	\$14.08 to \$16.77
Mechanic's Helper	\$13.28 to \$15.64
Tree Trimmer	\$17.99
Tree Trimmer's Helper	\$16.31

Uprate Differentials:

Certified Mechanic	0.60 per hour
Heavy Equipment Operator	0.60 to 0.85 per hour

RECREATION

Parks and Playground Maintenance Laborers	\$13.80 to \$15.64
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ADMINISTRATIVE

Per Hour

Building Maintenance Man	\$12.59
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SEWER UTILITY

Per Hour

Operator's Helper	\$14.17 to \$15.80
Operator's Helper/ Laboratory Technician	\$14.43 to \$16.08
Operator Helper/ Asst. Laboratory Technician	\$14.28 to \$15.91
Operator Helper Mechanic	\$14.43 to \$16.08

Operator Helper Asst. Mechanic	\$14.28 to \$15.91
Grade Differential for S-1 thru S-4 Licenses	0 to \$1.40
Grade Differential for C-1 thru C-4 Licenses	0 to .60
Night Standby	\$17.87 per night

Rates of Pay effective: January 1, 1993

ROADS AND SANITATION

Per Hour

Drivers	\$14.70 to \$16.41
Collectors	\$14.70 to \$16.41
Laborers	\$14.48 to \$16.14
Mechanic	\$17.07 to \$20.98
Assistant Mechanic	\$14.77 to \$17.59
Mechanic's Helper	\$13.93 to \$16.41
Tree Trimmer	\$18.87
Tree Trimmer's Helper	\$17.11

Uprate Differentials:

Certified Mechanic	0.60 per hour
Heavy Equipment Operator	0.60 to 0.90 per hour

RECREATION

Parks and Playground Maintenance Laborers	\$14.48 to \$16.41
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ADMINISTRATIVE

Per Hour

Building Maintenance Man	\$13.21
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SEWER UTILITY

Per Hour

Operator's Helper	\$15.02 to \$16.73
Operator's Helper/ Laboratory Technician	\$15.29 to \$17.03
Operator Helper/ Asst. Laboratory Technician	\$15.14 to \$16.85
Operator Helper Mechanic	\$15.29 to \$17.03
Operator Helper Asst. Mechanic	\$15.14 to \$16.85

Grade Differential for S-1 thru S-4 Licenses	0 to \$1.40
Grade Differential for C-1 thru C-4 Licenses	0 to .60
Night Standby	\$18.74 per night

Rates of Pay effective: January 1, 1994

ROADS AND SANITATION

Per Hour

Drivers	\$15.42 to \$17.21
Collectors	\$15.42 to \$17.21
Laborers	\$15.19 to \$16.93
Mechanic	\$17.91 to \$22.01
Assistant Mechanic	\$15.49 to \$18.45
Mechanic's Helper	\$14.61 to \$17.21
Tree Trimmer	\$19.79
Tree Trimmer's Helper	\$17.95

Uprate Differentials:

Certified Mechanic	0.60 per hour
Heavy Equipment Operator	0.60 to 0.90 per hour

RECREATION

Parks and Playground Maintenance Laborers	\$15.19 to \$17.21
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ADMINISTRATIVE

Per Hour

Building Maintenance Man	\$13.86
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SEWER UTILITY

Per Hour

Operator's Helper	\$15.75 to \$17.55
Operator's Helper/ Laboratory Technician	\$16.04 to \$17.86
Operator Helper/ Asst. Laboratory Technician	\$15.88 to \$17.68
Operator Helper Mechanic	\$16.04 to \$17.86
Operator Helper Asst. Mechanic	\$15.88 to \$17.68

Grade Differential for S-1 thru S-4 Licenses	0 to \$1.40
Grade Differential for C-1 thru C-4 Licenses	0 to .60
Night Standby	\$19.66 per night

SCHEDULE "B"

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

(1) MASTER TRUCK CERTIFICATION

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

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

(2) MASTER AUTOMOBILE TECHNICIAN CERTIFICATION

Certification by the National Institute for Automotive Service Excellence (ASE)* in the following areas:

- a. Engine Repair
- b. Automatic Transmission/Transaxle
- c. Manual Drive Train & Axles
- d. Suspension and steering
- e. Brakes
- f. Electrical Systems
- g. Heating and Air Conditioning

h. Engine Performance

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

(4) WELDER CERTIFICATION

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

The current Assistant Mechanic/Welder, Donald Morong, meets those requirements and is eligible for the uprate differential.

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

SCHEDULE "C"

<u>CATEGORY</u>	<u>REQUIREMENT</u>
OPERATOR HELPER	H.S. DIPLOMA OR EQUIV.
OPERATOR HELPER, GRADE 1	H.S. DIPLOMA OR EQUIV. 1 YR. OPERATING EXPERIENCE IN WASTEWATER TREATMENT COMPLETION OF INTRODUCTORY COURSE IN WASTEWATER TREATMENT. HAVE OBTAINED S-1 LICENSE
OPERATOR HELPER, GRADE 2	H.S. DIPLOMA OR EQUIV. 3 YR. OPERATING EXP. IN WASTEWATER TREATMENT COMPLETION OF INTRODUCTORY COURSE IN WASTEWATER TREATMENT. HAVE OBTAINED S-2 LICENSE
OPERATOR HELPER, GRADE 3	H.S. DIPLOMA OR EQUIV. 6 YR. OPERATING EXP. IN WASTEWATER TREATMENT COMPLETION OF INTRODUCTORY COURSE IN WASTEWATER TREATMENT. HAVE OBTAINED S-3 LICENSE
OPERATOR HELPER/MECHANIC	MUST HAVE 5 YEARS EXPERIENCE IN PLANT MECHANICAL MAINTENANCE BASIC KNOWLEDGE OF ELECTRICAL, PLUMBING, FABRICATION & PUMP REPAIR.
OPERATOR HELPER/ASST. MECHANIC	MUST HAVE 2 YEARS EXPERIENCE PLANT MAINTENANCE OPERATION. BASIC KNOWLEDGE OF ELECTRICAL, PLUMBING, FABRICATION AND PUMP REPAIR. MUST BE ABLE TO WORK UNDER DIRECT

SUPERVISION OF OPERATOR
HELPER/MECHANIC AND FILL
IN HIS ABSENCE

PROPOSED CATEGORIES (CONTINUED)

CATEGORY

REQUIREMENT

OPERATION HELPER/LAB. TECH.

PURSUANT TO REGULATIONS GOVERNING LABORATORY CERTIFICATION AND STANDARDS OF PERFORMANCE (N.J.A.C. 7:18) N.J.D.E.O. MUST HOLD DEGREE IN BIOLOGICAL SCIENCE OR CHEMISTRY AND MUST HAVE HAD ONE YEAR EXPERIENCE IN LABORATORY TRAINING IN BACTERIOLOGY AND CHEMISTRY; (N.J.A.C. 7:18-2.70 1,2,3) OR HAVE HAD 3 YEARS LAB. EXPERIENCE WITH ONE YEAR PERTINENT LABORATORY EXPERIENCE WORKING IN A LABORATORY PERFORMING COMPLIANCE ANALYSIS IN A CATEGORY OR CATEGORIES FOR WHICH N.J.P.D.E.S. CERTIFICATION IS REQUIRED, AND DEMONSTRATE THE ABILITY OF COMPLYING WITH THE TESTING, ANALYTICAL, AND QUALITY CONTROL REQUIREMENTS. (N.J.A.C. 7:18-2.7 8. i, ii)

OPERATOR HELPER/ASST. LAB TECH.

2 YEARS EXPERIENCE IN LAB TRAINING UNDER DIRECT SUPERVISION OF LAB. TECH., DEMONSTRATE ABILITY TO PERFORM REQUIRED TESTING, TAKE OVER DUTIES OF LAB TECH. IN HIS ABSENCE.

SIGNATORY PAGE

IN WITNESS WHEREOF the parties have hereunto caused these presents to be signed by their proper corporate officers and to be sealed by their proper corporate seals this date of June , 1992.

TOWNSHIP OF MORRIS

ATTEST:

James F. O'Keefe
James F. O'Keefe,
Township Clerk 7/8/92

(SEAL)

BY: Richard A. Watson
Richard Watson,
Mayor

LOCAL UNION 1310
PUBLIC EMPLOYEES DIVISION
I.B.P.A.T., AFL-CIO

ATTEST:

BY: Pat Galietti
Pat Galietti
Business Representative

Karen J. Casman

