

COLLECTIVE NEGOTIATIONS AGREEMENT
between
THE TOWN OF MORRISTOWN
and
THE MUNICIPAL EMPLOYEES' ASSOCIATION

EFFECTIVE:

JANUARY 1, 2021
through
DECEMBER 31, 2023



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Article 1: Duration

This contract shall be effective January 1, 2021 through December 31, 2023. This agreement is intended to be the complete and final agreement between the Town of Morristown, a Municipal Corporation of the State of New Jersey, (the "Town" or the "Municipality") and the Municipal Employees Association, (the "Association" or "MEA"). In the event no successor agreement is reached by December 31, 2023, this agreement shall continue in full force and effect until such time as a new agreement is reached.

Article 2: Recognition: Scope of Coverage

A. The Town hereby recognizes the Association as the sole and exclusive representative of the employees in the negotiating unit as hereinafter defined. All individuals and titles heretofore subject to the terms and conditions of any contract between the Association and the Town shall continue to be covered under the terms of this contract, with such exceptions as have been provided in writing. All "blue collar," fulltime, employees of the Town, service and clerical personnel, heretofore covered by MEA contracts, and excepting those covered under the terms of a collective negotiations agreement with any other Union, those employees serving at the pleasure of the Mayor or Council, and "confidential employees" as defined by *N.J.S.A. 34:13A-1, et seq.*, generally, and *N.J.S.A. 34:13A-3(g)* in particular, shall be covered under the terms of this agreement. The list of titles annexed hereto shall be presumed to define the scope of coverage.

B. In the event that a dispute arises between the Town and the Association concerning the applicability of this Agreement to any person or title, either party hereto may commence an appropriate proceeding before the Public Employment Relations Commission ("PERC") for a determination, subject to such rules and regulations as the Commission may make and provide.

C. This Agreement shall govern all issues respecting wages, hours, and the terms and conditions of employment for the term set forth in **Article 1**. Nothing herein contained shall be construed to limit an employee's rights under either the Laws of the United States or the Laws of the State of New Jersey, it being understood that the rights herein set forth are in addition to those provided by relevant statutes, regulations, or otherwise applicable law.

D. Neither the Town nor any of its agents, servants, officers, or other employees shall discriminate against, interfere with, or coerce any member of the Association because of membership in or activity with the Association. Neither shall the Association attempt to coerce any municipal employees who have chosen not to become members to join. Both the Town and the Association shall comply with all requisite federal and state laws respecting invidious

discrimination, including, but not limited to, the Law Against Discrimination, *N.J.S.A. 10:1-1 et seq.*

E. The Town shall deduct, subject to written authorization of each employee in the bargaining unit, from the pay of all employees covered by this Agreement such dues and assessments as are provided for by the Association's duly enacted rules and by-laws. All such deductions shall be paid to the appropriate Officer of the Association on a monthly basis, not later than the fifteenth (15th) of the month following that for which the deductions were made. In addition, the Town shall deduct a representation fee from the wages of each employee who is a member of the unit, but not a member of the Association, in the amount of 85% of the regular membership fees and dues paid by members, or such lesser amount as the Association may by regulation adopt. The Association shall comply with the provisions of *N.J.S.A. 34:13A-5.4(c)(2)* and (3). The Association shall also provide the requisite dues deduction forms and deliver same, duly executed, to the Town Director of Revenue and Finance or his designee. The Association shall hold the Town harmless from all claims brought against it on account of its compliance with the provisions of this section

Article 3: Collective Negotiations

A. The Town and the Association agree to meet with respect to renegotiation of the terms and conditions of employment covered by this collective negotiations agreement pursuant to New Jersey statute.

B. Negotiations concerning wages, hours, and conditions of employment shall be conducted on behalf of the Association by its President and such other representatives of the Association, not to exceed five (5) in number, as the Association may select for that purpose. Counsel for the Association shall also be permitted to attend all collective negotiations sessions. The Town shall be represented by the Mayor or his designee, and such other employees, officers, or representatives of the Town as it shall deem appropriate, not to exceed five (5) in number without notifying the Association of the intention to do so in advance of such meeting.

C. Negotiations on any issue subject to same shall be held at a time and place which is mutually convenient to the parties, and provided that same do not adversely affect the efficient operation of the Municipal Government. Unless Otherwise agreed, it shall be presumed that all such negotiations shall be undertaken in the Morristown Municipal Building.

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D. Any five (5) members of the Association appointed for the purpose of negotiating with the representatives of the Town on behalf of the Association shall be excused from their work assignments without loss of pay in order to attend such negotiations, provided that their absence from their positions does not unreasonably interfere with the efficient operations of the Municipal Government. Every effort shall be made to ensure that all meetings are held at times convenient to the representatives of the Association.

Article 4: Discipline

A. No permanent employee, as hereinafter defined, shall be disciplined or discharged without just cause. Provisional and temporary employees may be disciplined or discharged only in accordance with Civil Service rules and regulations. No discipline shall be assessed against an employee who challenges same without first according to such employee an opportunity to be heard on the charges, unless such discipline is necessary to protect the public health, welfare, and safety, or unless such discipline is either an oral or written reprimand. For the purposes of this section, "discipline" shall be defined as any suspension, with or without pay, reduction in grade, or termination from employment. In the case of "minor discipline", as defined by the NJDOP, the notice herein required may be oral rather than written. However, the Town will provide written record in the employee's personnel file in order to document such minor disciplinary action as such may be used in progressive discipline as required by Civil Service rules and regulations.

B. Prior to imposing any non-emergent discipline, the Town shall provide written notice of its intention to do so to both the affected employee and to the Association, through its President or such other representative(s) of the Association as may be designated by the President. The severity of discipline imposed shall be reasonably related to the seriousness of the offense committed, shall be consistent with previous incidences of discipline imposed for the same or similar offenses when committed by others, and shall consider the employment history of the particular employee involved.

C. In the event that an employee contests the imposition or severity of minor disciplinary actions, such employee shall be entitled to pursue relief through the grievance provisions hereinafter set forth, or may appeal same in accordance with applicable Civil Service statutes, regulations, and rules, as may be appropriate and be entitled to those remedies as provided by applicable Civil Service law and regulations.

D. In the event that an employee against whom emergency discipline was imposed prevails, as is defined by the New Jersey Department of Personnel, on an appeal from the imposition of same, such employee shall be entitled to those remedies as provided by applicable Civil Service law and regulations.

E. Every DPW employee must wear his/her uniform, clothing, and shoes on all working days. The uniform must be clean and in good condition. In the event of a violation of this provision, discipline shall be imposed as follows:

1. For the first (1st) offense, a written warning shall be issued;
2. For the second (2nd) offense, the employee shall be directed to punch out and secure a regulation uniform. The employee shall be docked for the time absent from work. Failure to return to work in a timely fashion shall result in additional disciplinary action;
3. For the third (3rd) offense, a one (1) day suspension;
4. For the fourth (4th) offense, a suspension of up to three (3) days without pay;
5. For a fifth (5th) offense, such discipline as may be deemed appropriate, up to and including termination from employment.

Compliance with the above regulations will be determined by management. This provision does not limit management if more severe disciplinary action is warranted in its sole discretion as defined in Title 4A of the New Jersey Department of Personnel rules and regulations.

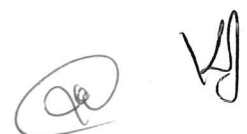
Article 5: Grievance Procedures

A. 1. As employed in this Agreement, "grievance" means an alleged violation of the terms and conditions of employment as set forth in this agreement or any dispute which involves an interpretation of this agreement. Grievances arising out of this context and not arising from a dispute concerning personnel policies and administrative decision affecting the welfare of an employee covered under this Agreement shall be referred to as contractual grievances. Contractual grievances shall be arbitrable and shall include minor discipline.

2. Disputes concerning the meaning, interpretation or application of personnel policies or administrative decisions affecting the welfare of an employee covered under this Agreement shall be considered non-contractual grievances. Non-contractual grievances may only be processed through Step 2 below.

As herein employed, "**immediate supervisor**" means the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

B. The purpose of the grievance procedure is to secure equitable solutions to problems affecting employees arising under this agreement. The parties hereto agree that

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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 the individual employee and his immediate supervisor and/or between the Association and the lowest management representative with authority to resolve the grievance and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

C. Only the Association may submit a grievance. Such grievance must be presented in writing to either the immediate supervisor or the lowest management representative with authority to resolve same within ten (10) working days of the date of the occurrence which gives rise to the grievance. The ten (10) day period herein established shall commence to run on the date the employee knew, or with reasonable diligence, would have known of the occurrence. The failure on the part of the employee or the Association to act within such time shall constitute a waiver of the grievance. The grievance process shall be undertaken as follows:

STEP ONE: After the timely submission of a written grievance, the affected employee or a representative of the Association shall discuss the matter with the **immediate supervisor**, who shall pass upon same in writing within five working (5) days. In the event that the grievance is not satisfactorily adjusted within five (5) working days to the satisfaction of the employee and the Association, either the employee or the Association shall have the right to present a copy of the grievance, and the written decision of the **immediate supervisor**, to the **Department Head**. Such presentation shall be undertaken in writing within five (5) working days of the date of the decision by the **immediate supervisor** or within five (5) working days after the time period accorded to the **immediate supervisor** in which to make a decision has expired.

STEP TWO: The **Department Head** shall review the grievance and shall pass upon the merits of same in writing within five (5) working days. Should the decision be unsatisfactory to the employee, or should the **Department Head** fail to render a decision in a timely fashion, either such employee or the Association may present the grievance in writing to the **Business Administrator**, or such other Officer as the **Business Administrator** may designate. Such presentation shall be undertaken within five (5) working days of the date upon which the **Department Head** renders a written decision, or within five (5) working days after the time accorded to the **Department Head** in which to make a decision has expired.

STEP THREE: Upon receipt of the grievance, the **Business Administrator**, or such other officer as shall be designated to consider the matter, shall investigate the grievance, which investigation shall include an opportunity for the employee and/or the Association to be heard, and shall render a written decision on such grievance within ten (10) business days of receipt of the grievance. In the event that the decision is unsatisfactory to the employee, or is not rendered within the time set forth above, the Association may, within fourteen (14) calendar days of the



date such decision was made or was due, request arbitration of the dispute by notifying the Public Employment Relations Commission (PERC) and the other party. Such request shall be in writing and in such form as is required pursuant to regulation and may only be commenced by the Association or by the Town.

STEP FOUR: An **Arbitrator** shall be selected from the list provided by PERC in accordance with PERC regulations. The **Arbitrator** shall hold a hearing at a time and place convenient to the parties. The **Arbitrator** shall render a decision on the grievance within thirty (30) days of the date of the hearing unless by mutual consent or, following the arbitration hearing, both parties request to submit a written brief to an Arbitrator which at such time the Arbitrator would have at least thirty (30) days following the date of submission of briefs within which to render a decision. The **Arbitrator's** fee shall be the responsibility of the losing party.

The decision of the **Arbitrator**, as well as any written settlements signed by all parties arrived at between the parties at any time shall be final and binding upon all parties.

The decision of the Arbitrator shall be binding. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement; and except as may be required in order to achieve such result consistent with relevant statutes, decisions, and regulations. He or she shall have no power to add to or subtract from or modify any of the terms of the Agreement, not to establish a wage rate, nor shall he or she in any case have power to rule on any issue or dispute not within the definition of a grievance as contained in the Article or from this grievance procedure by any other provision of the Agreement

The grievant, the representatives of the Association, and any material witnesses to the proceedings who are Town employees shall be excused from work for such period as is necessary in order to permit them to attend such hearings as are scheduled without loss of pay, provided, however, that such absences shall not unreasonably interfere with the operations of the Town.

Article 6: Absence from Work

The parties hereto recognize that, on occasion, it shall be necessary for an employee, as a result of diverse circumstances, to be absent from work for periods of time. These circumstances include personal illness, illness or death of a family member, birth or adoption of a child, disability, vacation, and the like. These various reasons for being absent from work should be considered as a whole and read in conjunction with each other so as to ensure that employees are fairly treated and the needs of the community which depends upon the employees for vital services are adequately addressed.



A. **Sick Leave:** An employee shall be considered "sick" when such employee suffers from any non-work-related disease, illness, injury, or disability, or the recuperation from any of same, which reasonably prevents such employee from attending to his/her normal employment duties, or would present a risk of infection to other employees. A sick employee shall be entitled to paid absence from work as follows:

During the first (1st) year of employment, each employee shall be entitled to one-and-one-quarter (1 ¼) days of sick leave for each month of service.

For each subsequent year of employment, each employee shall be entitled to fifteen (15) days of sick leave for and during such year.

Each employee shall accumulate unused sick days for so long as such employee remains employed with the Town and may, in the event of non-work-related sickness, use such accumulated sick days with pay as may be required to recover from any illness, injury, or disease, in excess of the number of days applicable to any particular year.

No employee shall abuse sick days, and the Town may, when reasonable, require proof of illness, disability, or disease from an employee who has or will be taking such leave. Such proof shall be in the form of a physician's note (for absences lasting in excess of three (3) working days), or such other evidence as may tend to a bona fide illness, disability, or disease. Failure to provide sufficient proof shall constitute good cause for the denial of sick leave and such absences shall not be considered authorized under the provisions of this contract. Employees are subject to discipline, up to and including termination for any abuse of sick leave.

Sick leave may also be employed for the purpose of attending to the needs of a sick child or other relative in accordance with established personnel policies.

An employee out on sick leave shall be guaranteed that such employee's position shall be available to such employee upon his/her availability to return to work, subject to civil service rules respecting layoffs, bumping, disciplinary actions, and the like, as well as consistent with the federal Family Medical Leave Act ("FMLA") and Americans with Disabilities Act ("ADA") as to what positions, if any, the Town may return the employee.

Upon retirement, an employee shall be paid for 40% of sick days accumulated over the course of his/her employment, provided that any employee who is separated from employment for cause, resigns while disciplinary action is pending, or who resigns without providing two (2) weeks written notice of the intention to do so, shall be entitled to no payment for accumulated



sick days. Within the meaning of P.L. 2010 c.3, for employees hired on or after May 21, 2010, said compensation shall be paid up to a maximum total of \$15,000.00.

B. Disability Leave Related to Employment: In the event that any employee suffers a work-related injury, occupational disease, or other work-related disability, such employee shall be paid at such employee's regular rate of pay for such period of time, not in excess of one year (or such longer period as the Town may, in a non-discriminatory manner, provide for by Rule), as is required to recover from such injury, disease, or disability. Nothing herein contained shall be construed to diminish any such employee's rights under the provisions of N.J.S.A. 34:1-1, et seq., or other State or federal law, insofar as same relate to Workers' Compensation, Temporary Disability, or similar benefits.

C. Personal Leave: Each employee shall be entitled to a maximum of two (2) paid personal days per annum, in order to attend to urgent personal business. Such urgent business shall include, but shall not be limited to, closing of title on a personal residence of the employee; ceremonies (including weddings, graduations, honors and awards events, religious matters, etc., relating to the employee, such employee's spouse or children), legal matters, or such other personal business as cannot reasonably be addressed outside of such employee's usual working hours. These provisions shall be liberally construed in favor of the employee such that important events in the life of such employee not be missed. Any employee requesting personal leave shall provide five (5) working days' notice to such employee's Department Head (one day in the event of a funeral) of his/her intention to take personal leave, unless the need for such leave occurs less than five (5) days before the leave date. Permission for same shall not be unreasonably withheld. Personal days may be taken in half-day increments at the discretion of the employee. Personal days shall not accumulate from year to year.

D. Bereavement Leave: In the event of the death of a spouse, civil union partner, domestic partner, or the death of a child, sibling, parent, step-parent, grandparent, grandchild, niece, nephew, uncle, aunt, in-law, stepchild, foster child of employee or spouse's family, a relative residing with an employee, or person of similar close relationship residing with the employee, of either an employee or such employee's spouse, an employee shall be entitled to bereavement leave, with pay, commencing on the day of death through the day after the funeral, to a maximum of four (4) working days. Upon application, a one-day paid leave to attend the funeral of any other relative of the employee may be granted by the supervisor, such permission not to be unreasonably withheld.

E. Family Leave: Each employee shall be entitled to the full benefits applicable pursuant to the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq., as supplemented by administrative regulations, N.J.A.C. 13:14-1, et seq., or the FMLA, whichever rights are broader.

Family leave may be taken in such increments as circumstances dictate, provided that the maximum amount of family leave in any twenty-four (24) month period shall not exceed 12 weeks, or such other period as may by law be established.

F. **Vacation:** All employees covered by this Agreement shall receive vacation with pay annually as follows:

1. During the (1st) first year of service, one (1) day of vacation for each month of service;
2. After one (1) year of continuous service, and through the eighth (8th) such year, thirteen (13) working days *per annum*;
3. In the ninth (9th) year, and through the fourteenth (14th) year, fifteen (15) working days, or three (3) calendar weeks, *per annum*;
4. In the fifteenth (15th) year, and in each succeeding year, twenty (20) working days or four (4) calendar weeks.

As used herein, "continuous service" shall mean employment without interruption (except for absences on approved leaves, absences due to layoff, or such other absences where taking is permitted under the Civil Service Rules and Regulations, by statute, or by Ordinance) for the appropriate period. Entitlement to vacation shall accrue during the calendar year in which the anniversary of such employment occurs. (e.g. an employee hired on June 15th would be entitled to thirteen (13) calendar days of vacation in the calendar year commencing on the next January 1). An employee leaving before the end of a calendar year shall be entitled to vacation time on a pro-rated basis, and be entitled to compensation for any accumulated unused vacation time, but shall also be subject to a deduction, from final pay, for any excess time used above that to which such employee was entitled hereunder.

Except when authorized by the appropriate Department Director, no employee shall take vacation time until they have been continuously employed for a period of six (6) months.

Vacations shall be scheduled by the Town at the request of the employee, with the following provisions:

1. No employee shall be permitted to take more than three (3) consecutive weeks of vacation;
2. Vacation periods, which are scheduled during June, July, and August, shall be based upon seniority;
3. No employee shall be entitled to more than two (2) consecutive weeks during the months of June, July, and August;



4. Vacation periods shall commence on Monday and end on Friday, or on the first and last day of any work week, unless otherwise agreed between an individual employee and the Town.

Vacation pay shall be established based upon the employee's base pay, exclusive of overtime.

An employee who resigns or is properly terminated shall be paid for unused vacation days.

Vacations shall be taken within one (1) calendar year of the year in which they are earned. No employee shall be permitted to have accumulated in any one (1) year period more than twice his/her annual vacation allotment without the written consent of the Business Administrator.

G. **Holidays:** Each employee shall be entitled to the following paid holidays:

- New Year's Day
- Martin Luther King Day
- George Washington's Birthday/Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- General Election Day
- Thanksgiving Day and the following Friday
- Christmas Day

Holidays falling on a Saturday will be celebrated on the previous Friday; holidays falling on a Sunday will be celebrated on the following Monday. No employee shall be paid for a holiday when such employee is absent on the day directly preceding or following same, unless on paid leave authorized pursuant to the terms of this agreement. When a holiday is celebrated during an employee's vacation period, such employee shall receive the benefit of this paid holiday and not be charged a vacation day.

H. **Jury Duty and Court Appearance:** In the event that an employee is summoned for jury duty, or is called as a witness in any court proceeding arising out of such employee's employment, during normal working hours, such employee shall be paid at his/her regular rate

of pay. Upon receipt of the official summons or subpoena, the employee shall provide a copy of same to his/her immediate supervisor.

I. **Leave of Absence:** In all other cases not covered above, a permanent employee may be granted a leave of absence without pay upon request, such request to be considered on an individual basis and addressed on a non-discriminatory basis. Such time is not to exceed a period of one (1) year as provided by N.J.S.A. 40:9-7. Reasons for such leave include, but are not limited to, temporary, non-job-related incapacity, attendance at school, or any other valid reason. A request for such leave shall be submitted to the immediate Supervisor as far in advance as circumstances permit and shall set forth in detail the reasons therefore and the duration thereof. The Town shall render a written decision upon a written request for a leave of absence within ten (10) days of its submission. If such request is denied, the Town shall set forth in such written denial the reasons for same.

J. **Military Service:** Employees shall enjoy such rights as are accorded to soldiers and sailors by state or federal law. In the event that any employee is recalled to active military duty, such employee shall provide notice of such recall to his/her immediate supervisor upon receipt and shall be granted a leave of absence with pay for the first ninety (90) days on an active duty, and without pay until such time as the active duty shall cease. In addition, any employee serving in the National Guard, Reserve, or similar force, shall be entitled a leave of absence, with benefits, for a period of ninety (90) days per annum for training while such employee actually fulfills his/her obligation to such force. If the employee is a military recruit, then the employee is entitled to thirty (30) working days' worth of pay for field training.

K. **Unpaid Time Off:** Paid Leave of various types are provided to employees as a means to address illness, personal needs, vacation and other reasons requiring time away from work. Otherwise, regular attendance at work is expected and use of time off without pay will only be permitted on a limited basis as follows. Should an employee exhaust paid leave earned and requires the use of unpaid time off for illness otherwise consistent with the sick leave policy or other serious emergency purpose, that request must be made and approved prior to the use of time and consistent with the Town's Leave of Absence policy, FMLA, FLA and/or other applicable policies. Failure to follow procedure may result in disciplinary action.

Article 7: Wages and Hours

A. **Rate of Pay:** Effective January 1, 2021, all employees covered by this Agreement shall receive an increase in wages or salary in accordance with the following:

- Effective January 1, 2021, employees will receive a 2.00% increase.
- Effective January 1, 2022, employees will receive a 2.00% increase.



- Effective January 1, 2023, employees will receive a 2.00% increase.

B. Hours of Work: 1. Except as hereinafter set forth, the work week will consist of five consecutive work days, commencing on Monday and ending on Friday, except in cases of a seven (7) day schedule of operations, pursuant to which two (2) days other than Saturday and Sunday may be considered regular days off during the work week. The work day shall consist of eight (8) hours except in those cases in which the prevailing practice at the time this agreement is executed provides for a period of less than eight (8) hours, which practice shall continue. A schedule of employee titles and the number of hours worked for each title is annexed hereto.

2. With no less than one (1) week's notice, the Town shall have the right to temporarily alter an employee's work schedule for a given week, provided that the number of hours worked is not increased, the number of days worked in such week does not exceed five (5), all of which shall be consecutive, no more than ten (10) hours of work is scheduled for any one day, there is no more than one (1) hour of unpaid break contemplated for each such day, and that there shall be at least nine (9) hours between the end of work on one (1) day and the commencement of work on the next. It is understood that such rescheduling shall be extraordinary and shall be undertaken by the Town only in emergent situations as determined reasonably by the Town.

C. Special Sewer Plant Provisions: Employees hired on or before October 16, 1986, shall work from Monday through Friday, with the work day consisting of eight (8) hours and commencing at 7:00 AM and terminating at 3:30 PM. Employees hired after that date shall be considered "shift employees" and shall work a week of five (5) consecutive, eight (8) hour days.

1. Employees hired after October 16, 1986, shall be considered "shift employees" and shall work a work week consisting of five (5) consecutive work days of eight (8) hours per day or forty (40) hours per week

i. If the town implements a six (6) or seven (7) day work schedule, the work week for the shift employees may commence on any day of the calendar week and shall continue for five (5) consecutive work days followed by two (2) consecutive days off which may be days other than

Saturday and /or Sunday.

ii. The town may implement a two (2) or three (3) shift work schedule and assign shift employees to such schedules as the work needs of the Town require.



iii. In the event the Town implements a two (2) or three (3) shift work schedule, such shifts shall be as follows:

A. Day Shift - commencing at 7:00 a.m. and concluding that 3:30 p.m., including one-half hour for lunch.

B. Evening Shift - commencing at 3:00 p.m. and concluding that 11:30 p.m.; including one-half hour for meals.

C. Night Shift - commencing at 11:00 p.m. and concluding that 7:30 a.m., including one-half hour for meals.

iv. No shift employee will be required to work a split work week except in cases of change of shift for cause, but in such cases such employees may only work five (5) consecutive days whether on one or more shifts, after which such employee shall be entitled to two (2) consecutive days off. If the employee is required to work more than five (5) consecutive days or more than eight (8) consecutive hours, such employee shall be entitled to overtime pursuant to the terms of this contract

D. Stand by and Call Out: An employee on "stand by" shall be subject to immediate recall to work in the event that an emergency makes such recall necessary. Such employee shall leave a telephone number at which he/she can be reached such that he/she will be in a position to return to work within one-half (½) hour of having been called.

An employee on "stand by" shall be paid at the rate of two (2) hours of straight time for each regularly scheduled day on which such employee is on "stand by". An employee shall be paid at the rate of four (4) hours of straight time for each sixth (6th) or seventh (7th) day on which such employee is on "stand by".

In the event that a particular emergency requires the services of employees beyond those on "stand by", the Town may, in its discretion, "call out" such additional employees as are necessary to meet a given emergency or attend to a particular condition. The Town will create a list of employees by seniority and will instruct its supervisors to follow such lists when it becomes necessary to "call out" employees, provided that the order of such "call out" may be modified in order to ensure that the employees so called are capable of handling the particular condition which necessitates their presence. The Town will employ best efforts to keep the number of "call outs" to a minimum and to equitably distribute the number of same among its employees.

E. Overtime: 1. The Town shall pay any employee covered by this Agreement at the rate of one-and-one-half (1 ½) times such employee's straight pay for any time worked in excess



of such employee's regularly scheduled workday, unless the employee elects to receive such overtime compensation as compensatory time. Compensatory time shall accrue at the rate of one-and-one-half (1 ½) hours per hour of overtime worked. Accumulation of compensatory time shall be capped at one hundred and twenty (120) hours.

2. Each employee shall be paid at the overtime rate for any work performed on Saturday provided that if any employee's normal five (5) day work week includes Saturday, such employee shall be paid at the overtime rate for any time worked on the sixth (6th) day of such employee's work week. Sanitation employees shall be paid eight (8) hours straight time in lieu of overtime for their normal job duties undertaken on Saturday.

3. In the event that any employee is recalled to duty at any time other than during such employee's regular workday, such employee shall be paid a minimum of two (2) hours at the overtime rate, whether or not such employee actually performs any work.

4. Overtime shall be offered to employees whenever possible based upon departmental and job seniority. Lists detailing such seniority shall be maintained by the Town and provided to the Association. An employee out sick shall not be considered available for overtime work. Full time employees shall be given first opportunity for overtime work.

5. An employee who works Sunday — or the seventh (7th) work day, for any employee for whom Sunday is part of such employee's normal work week — shall be paid at twice (2X) the employee's straight rate of pay.

6. Any employee who works at least four (4) hours of overtime on any day shall, in addition to such overtime pay as is herein established, shall be entitled to a meal allowance of \$7.50 for each such four (4) hour period. However, in any instance when the Town purchases food for the employees, no meal allowance will be paid. All overtime pay shall be remitted to the employee within seventeen (17) days of the date same was earned.

7. Time and one-half (½) an employee's regular hourly rate of pay shall be paid for each hour worked on a holiday, as herein defined, in addition to the employee's regular pay for such day.

F. Bilingual Incentive Pay. Any employee that holds a bilingual civil service title shall be entitled to an annual incentive of \$1,000 starting January 1, 2022.

G. Out-of-Title Pay: For an employee who is required to perform job duties in a title at a grade above their current title and grade for a full day (7 or 8 cumulative hours based



on employee's regular schedule), said employee will be compensated at a rate of 1 additional hour at their current hourly rate per full day (7 or 8 hours respectively) of work at the higher title.

Article 8: Employment Benefits

A. The Town shall continue to provide to all employees covered under this Agreement health insurance benefits as follows:

1. The Town shall provide, full Blue Cross and Blue Shield PACE coverage, including Rider "J" or, at is option, "Blue Select", or its equivalent, such coverage to be available to the employee and such employee's dependents as defined under the respective policies of insurance. The benefits to be offered under the Blue Select or equivalent plan shall be as set forth in the memorandum agreement dated November 27, 1996 and incorporated into the previous contract between the parties. Individual employees shall have the option of remaining in the PACE program by paying the difference between the premiums therefore and those of "Blue Select", provided that such program is still offered to the Town for its employees.
2. Effective July 1, 2007, the co-payment for office visits under any of the Town's health care plans shall be increased from \$10 per visit to \$20 per visit for all bargaining unit members.
3. The annual deductible amounts for the Town's healthcare plans shall be \$500 per year for each bargaining unit member.

Employees who retire with at least twenty-five (25) years of service to the Town, or who are retired on disability, shall continue to receive the coverage they were receiving at the time of their retirement as is required by State law and any future changes thereto. (Coverage, though, shall not be expanded. For example, if a retiree marries, his/her spouse and children are not covered by the Town-provided policy. Upon the death of the employee, neither the surviving spouse nor his/her children will be entitled to continued coverage. No retiree will be entitled to any benefit negotiated in a contract negotiated after his/her retirement)

Employees who retire with twenty-five (25) years of service to the Town, or retired on disability, shall be entitled to retain dental coverage, provided that they will be responsible for paying the difference in premiums between the current coverage and those applicable to future policies.

B. In the event that any employee covered by this Agreement is covered by a policy of health insurance purchased individually or offered to such employee through any other source whatsoever, including but not limited to being covered under the plan of a spouse, parent, or other, such employee may elect to forego coverage under the health plan provided above. In the



event of such election by an employee, such an employee shall be entitled to receive a sum equivalent to 25% or \$5,000, whichever is less, of the amount saved by the Town consistent with P.L. 2010, c.2. One half of such amount shall be paid to the employee on June 1, the balance on December 1 of each year for which such election is effective.

C. In addition to the requirements set forth in this Article, employees and retirees covered by this Agreement shall be required to contribute toward cost of their medical and dental benefits in an amount required by Chapter 2, P.L. 2010 and/or PL. 2011, c.78, whichever are greater. Chapter 2, P.L. 2010 and P.L. 2011, c.78 are incorporated herein by reference and made a part hereof.

This paragraph shall not be effective if, in consequence, the health benefits to all members would be subject to federal or state income taxation.

D. **Uniform Allowance:** Each employee issued a uniform by the Town shall receive, in each year covered by this contract, an annual allowance of \$550.00. The annual allowance in the amount of \$550.00 is to be provided via voucher program to be administered by the Town at local uniform shop. Beginning in 2022, at the employee's discretion, an employee may opt to receive a reduced uniform allowance amount of \$400.00, in exchange for an additional pair of safety shoes as outlined in the next section. The election must be made each year prior to uniform selection and in conformance with DPW policy. Failure to make an election will result in a full allocation towards uniforms and one (1) pair of safety shoes. Uniform regulations shall be established by the various Departments pursuant to written policies, which policies shall be provided to all affected employees. Clerical employees shall also be entitled to recompense for clothing damaged during the course of employment or by the actions of office equipment, up to the maximum amounts set forth above.

E. **Liability Insurance and Indemnification:** The Town shall provide general liability insurance coverage in an appropriate amount covering all employees covered by this Agreement during the performance of their duties. Employees shall be held harmless by the Town from any and all liability and costs associated with their performance of their duties in accordance with the Town's insurance coverage and applicable New Jersey law.

F. **Bulletin Board:** The Town shall provide a bulletin board in each Department and shall post thereon all notices respecting job openings, opportunities for professional advancement, and such other notices and information as may be relevant to the employees covered by this Agreement. The Association shall have reasonable use of such bulletin boards for the purpose of posting notices respecting Association business or events. Following the Association's approval and signature or initialing of their notices, such must be approved by either the Business Administrator or managerial employee of the Town. The Town reserves the right to remove any derogatory or inflammatory material in nature from such bulletin boards.



G. **Pensions:** The Town shall provide such pension and retirement benefits as are provided for herein or in accordance with past practice, subject to the provisions of all relevant state law.

H. **Promotional Examinations:** The Town shall maintain active certification(s) [complete certification(s)] for promotional examinations pursuant to the Civil Service Rules and Regulations as may, from time to time, be in effect in the State of New Jersey. Should a certification be deemed incomplete, the Town shall call for a new Civil Service test, within a reasonable time, for the positions to which the certification is related,

I. **Maintenance of Working Conditions and Standards:** The Town shall maintain all conditions of employment, customs, and standards relating to working hours, wages, or otherwise, such as are of benefit to any employee and are neither modified or rendered inoperative by the terms of this agreement, at the highest standard in effect since the commencement of collective negotiations between the parties.

J. **Longevity:** In addition to the wages set forth above, each employee covered by this Agreement shall receive the following longevity increments:

1. Commencing in the fourth (4th) year of continuous employment and through the seventh (7th) year of employment, \$350 *per annum*;
2. Commencing in the eighth (8th) year and through the eleventh (11th) year, \$600 *per annum*;
3. Commencing in the twelfth (12th) year and through the fifteenth (15th) year, \$900 *per annum*;
4. Commencing in the sixteenth (16th) year and through the nineteenth (19th) year, \$1,200 *per annum*;
5. Commencing in the twentieth (20th) year and through the twenty-third (23rd) year, \$1,500 *per annum*;
6. Commencing in the twenty-fourth (24th) year and through the twenty-seventh (27th) year, \$1,800 *per annum*; and
7. Commencing in the twenty-eighth (28th) year, \$2,100 *per annum*;

For the purposes of this paragraph, all employees will be considered to have an anniversary day of January 1, with the first anniversary being the first of January in the year after the calendar year in which they commenced employment.



K. **Other Benefits:** The Town shall continue to provide such other benefits as have been provided heretofore, pursuant to the terms of any previous collective bargaining agreement or otherwise, and shall not terminate or modify same without negotiating such change in policy with the Association.

L. **Safety Shoes:** All uniformed employees shall be required to wear PEOSH compliant safety shoes at all times, and said shoes shall be considered part of the required uniform. Effective at the signing of this Agreement, each Employee required to wear a uniform shall be furnished by the Town one (1) pair of safety shoes annually, the cost of which shall not exceed \$150.00 per pair. If the employee elects for the additional pair of safety shoes as outlined in Subsection D above, the employee shall be furnished two (2) pairs of safety shoes in that year, the cost of which shall not exceed \$150.00 per pair. The style(s), model(s) and method for furnishing said shoes shall be at the Town's discretion. The style and model of the safety shoes provided shall be PEOSH compliant for the required duties of each job. Should an employee elect to purchase a shoe that is not specifically identified by the Town and/or without preapproval, such purchase shall be at the employee's expense but must still meet PEOSH standards.

M. **CDL Medical Card Reimbursement:** The Town will reimburse Department of Public Works employees up to \$250.00 for the driver medical card to drive the bus as applicable to each such employee.

N. **CDL Class B Incentive Pay:** Additionally, any CDL driver that holds or earns a CDL Class B license with a passenger endorsement will earn an annual incentive payment of \$500 to be paid each January starting in January of 2022. CDL drivers must maintain their license in good standing at all times throughout the year and be willing and able to drive the Town's passenger bus to earn the CDL Incentive payment.

Article 9: Management Responsibilities

The Town reserves unto itself and to its Officers all of the powers, rights, duties, and responsibilities conferred upon a Municipal Corporation by the laws of the State of New Jersey, including, but not limited to, the right to manage and direct the affairs of the Town, to direct its workforce and operations, to hire, promote, or reassign employees, to demote, discharge, or otherwise discipline employees as circumstances warrant, and to promulgate rules and regulations to effect the orderly administration of the government of the Town. Such discretion shall be subject to this Agreement insofar as permitted by generally applicable laws of the State of New Jersey and of the United States of America.



In the event that the Town elects to amend any of the rules, regulations, or policies relating to the employees covered by this Agreement, it shall provide the Association with a copy of same not less than thirty (30) days prior to the effective date of such modification or amendment.

The Town agrees that prior to entering into any agreement whereby work performed by members of the Association would be sub-contracted out and be performed by others not members of the Association, it shall notify the Association of the desire to subcontract such work and shall meet with the Association for the purpose of discussing the effect of such subcontracting on the membership of the Association, when such subcontracting is based solely on fiscal considerations and there is a likelihood that such subcontracting may result in layoffs or job replacements for members of the Association.

In Witness Whereof, we have this 3 day of Nov, 2021, set our hands and seals.

TOWN OF MORRISTOWN

MUNICIPAL EMPLOYEES ASSOCIATION (MEA)





WITNESS:

WITNESS:





Date: 11/3/2021

Date: _____

Date: _____

Appendix A: Pay Schedule

MEA SALARY GUIDE: 2021-2023

2021		2.00%							
GRADE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	32,659	34,249	35,710	37,169	38,744	40,320	41,894	43,469	45,047
II a	41,786	44,137	46,487	48,293	50,101	51,909	53,715	55,523	57,329
II	46,353	46,536	47,996	49,456	51,030	52,604	54,179	55,754	57,329
III	50,915	52,360	53,819	55,282	56,508	57,738	58,964	60,194	61,425
IV	56,430	57,875	59,334	60,794	62,025	63,252	64,480	65,707	66,937
V	60,524	61,969	63,429	64,889	66,117	67,344	68,573	69,804	71,033
VI	65,247	66,692	68,153	69,612	70,842	72,072	73,297	74,527	75,754
VII	69,342	70,789	72,250	73,709	74,938	76,166	77,392	78,625	79,852
VIII	74,045	75,492	76,951	78,412	79,641	80,872	82,095	83,326	84,556
IX	77,530	78,976	80,436	81,896	83,126	84,356	85,584	86,811	88,042
X	83,675	85,122	86,567	88,042	89,272	90,502	91,725	92,956	94,184
XI	87,990	89,436	90,896	92,356	93,563	94,765	95,972	97,173	98,378
XII	99,350	100,795	102,256	103,716	104,919	106,125	107,814	108,534	109,737

2022		2.00%							
GRADE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	33,312	34,934	36,424	37,913	39,519	41,127	42,732	44,339	45,948
II a	42,622	45,020	47,417	49,259	51,103	52,947	54,790	56,633	58,476
II	47,280	47,466	48,956	50,445	52,051	53,656	55,263	56,869	58,476
III	51,933	53,408	54,896	56,387	57,638	58,893	60,143	61,398	62,653
IV	57,558	59,032	60,521	62,010	63,265	64,517	65,769	67,021	68,276
V	61,734	63,208	64,698	66,187	67,440	68,691	69,944	71,200	72,454
VI	66,552	68,026	69,516	71,004	72,259	73,514	74,763	76,018	77,270
VII	70,729	72,205	73,695	75,183	76,437	77,690	78,940	80,197	81,449
VIII	75,526	77,002	78,490	79,980	81,234	82,489	83,737	84,992	86,247
IX	79,081	80,555	82,045	83,534	84,789	86,043	87,295	88,547	89,803
X	85,349	86,824	88,299	89,803	91,057	92,312	93,560	94,815	96,068
XI	89,750	91,224	92,714	94,203	95,434	96,660	97,892	99,117	100,345
XII	101,337	102,811	104,301	105,790	107,017	108,248	109,971	110,705	111,932

2023		2.00%							
GRADE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	33,978	35,633	37,153	38,671	40,309	41,949	43,586	45,226	46,867
II a	43,474	45,920	48,365	50,245	52,125	54,006	55,885	57,766	59,646
II	48,226	48,416	49,935	51,454	53,092	54,729	56,368	58,006	59,646
III	52,972	54,476	55,994	57,515	58,791	60,071	61,346	62,626	63,906
IV	58,709	60,213	61,731	63,250	64,530	65,807	67,085	68,361	69,641
V	62,969	64,473	65,992	67,511	68,789	70,065	71,343	72,624	73,903
VI	67,883	69,387	70,906	72,424	73,704	74,984	76,258	77,538	78,815
VII	72,144	73,649	75,169	76,687	77,966	79,244	80,519	81,801	83,078
VIII	77,037	78,542	80,060	81,580	82,859	84,139	85,412	86,692	87,972
IX	80,663	82,166	83,686	85,205	86,485	87,764	89,041	90,318	91,599
X	87,056	88,561	90,065	91,599	92,878	94,158	95,431	96,711	97,989
XI	91,545	93,049	94,568	96,087	97,342	98,593	99,850	101,099	102,352
XII	103,364	104,868	106,387	107,906	109,158	110,413	112,170	112,919	114,171

Appendix B: Job Titles and Grades

MEA JOB TITLES: 2021-2023

<u>Title</u>	<u>CSCode</u>	<u>Grade</u>	<u>Hours</u>
Account Clerk	00001	I	35
Administrative Clerk-Typing	06047	VI	35
Administrative Secretary	00112	VI	35
Animal Control Officer	00264	IV	20
Assistant Engineer-Civil	00519	VI	35
Assistant Municipal Engineer	00623	XII	35
Assistant Municipal Tax Collector	00627	VII	35
Assistant Violations Clerk	00806	IIa	35
Assistant Zoning Officer	00822	VI	35
Assistant Zoning Officer II	00822a	VIII	35
Assistant Sewage Plant Operator	05523	V	40
Clerk 1	01245	HI I	35
Clerk 2	03247	IIa	35
Clerk 3	02773	IV	35
Clerk Transcriber	01266	I	35
Data Entry Machine Operator	04649	I	35
Engineering Aide	01733	III	35
Engineering Technician 3	59956	IV	35
Equipment Operator	01746	VI	40
Heavy Equipment Operator	02001	VII	40
Housing & Zoning Inspector	10057	VI	35
Housing & Zoning Inspector Trainee	10056	III	35
Housing Inspector	02071	VI	35
Housing Inspector Trainee	02074	III	35
Income Maintenance Worker	04924	III	35
Keyboarding Clerk 1	01268	I	35
Keyboarding Clerk 2	03256	IIa	35
Keyboarding Clerk 3	02781	IV	35
Laboratory Technician	02242	V	40
Laborer 1	00248	IIa	40
Laborer 2	06634	III	40
Land Surveyor	02255	XI	35
Maintenance Repairer	02328	IV	40
Maintenance Worker 2 Grounds	03349	V	40
Municipal Recycling Coordinator	07622	VII	40
Mechanic	02434	VII	40
Mechanic Diesel	02440	VII	40
Mechanic's Helper	02456	IV	40
Motor Broom Operator	05565	VI	40

<u>Title</u>	<u>CSCode</u>	<u>Grade</u>	<u>Hours</u>
Omnibus Operator	05594	III	40
Parking Enforcement Operator	07305	IIa	40
Records Support Technician 1	56563	IIa	35
Records Support Technician 2	56564	IV	35
Recycling Center Operator	07719	V	40
Principal Account Clerk	02755	IV	35
Principal Account Clerk Typing	05623	IV	35
Principal Clerk Transcriber	02779	IV	35
Principal Engineer	02794	IX	35
Principal Engineering Aide	02804	VII	35
Principal Payroll Clerk	02831	VI	35
Program Coordinator Drug and Alcohol Abuse	05406	VI	35
Public Works Repairer	02935	IV	40
Registered Environmental Health Specialist Public Health Trainee	03101	VI	35
Registered Environmental Health Specialist Public Health	03097	IX	40
Senior Clerk Transcriber	03255	IIa	35
Senior Engineer	03314	VII	35
Senior Engineering Aide	03320	V	35
Senior Housing Inspector	03368	VIII	35
Senior Laboratory Technician	03401	VII	35
Senior Maintenance Repairer	03425	VI	40
Senior Maintenance Repairer - Electrician	03430	VI	40
Senior Mechanic	03459	VIII	40
Senior Payroll Clerk	03496	III	35
Senior Public Works Repairer	03541	VII	40
-Senior Registered Environmental Health Specialist Public Health	03569	X	35
Senior Sewage Plant Operator	03578	VII	40
Senior Sewage Plant Repairer	03581	VII	40
Senior Traffic Maintenance Worker	03625	VI	40
Senior Tree Climber/ Welder		IX	40
Senior Account Clerk	03165	IIa	35
Senior Account Clerk Typing	03168	IIa	35
Senior Assessing Clerk	03189	IIa	35
Sewage Plant Operator/Sewer Repairer 1	05265	VI	40
Sewage Plant Repairer	03677	IV	40
Sewage Plant Attendant	05515	III	40
Sewer Maintenance Inspector	03684	VI	40
Supervising Engineer - Aide	03881	XII	35
Supervising Laboratory Technician Water Analysis	05458	VIII	40
Supervising Sewage Plant Operator	06538	VIII	40
Supervising Sewage Plant Repairer	06645	VIII	40
Supervisor Building Service Low Pressure License	06468	VIII	40
Supervisor of Accounts	03969	VIII	35

<u>Title</u>	<u>CSCCode</u>	<u>Grade</u>	<u>Hours</u>
Traffic Maintenance Worker	04189	IV	40
Tree Climber/Welder	06079	VIII	40
Tree Maintenance Worker 1	04220	IV	40
Tree Maintenance Worker 2	03631	VI	40
Tree Maintenance Worker 3	06483	IX	40
Truck Driver I	04222	IV	40
Truck Driver- Heavy	04226	V	40

Effective January 1, 2022, the following titles will be added to this agreement:

<u>Title</u>	<u>CSCCode</u>	<u>Grade</u>	<u>Hours</u>
Clerk 1 (Bilingual Spanish)	01248	I	35
Keyboarding Clerk 1 (Bilingual Spanish)	01271	I	35
Keyboarding Clerk 2 (Bilingual Spanish)	03258	IIa	35
Keyboarding Clerk 3 (Bilingual Spanish)	04838	IV	35
Records Support Technician 2 (Bilingual Spanish)	56564	IV	35

Any employee currently holding one of the aforementioned titles will have their salary adjusted to the nearest salary effective January 1, 2022 and shall receive an effective annual increase of at least the increase agreed to for the bargaining group.