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This general agreement made and entered into on this 14 day of October, 1980, by and between the TOWN OF MORRISTOWN, a municipality in the County of Morris, State of New Jersey, hereinafter referred to as the "Employer" and the MUNICIPAL EMPLOYEES ASSOCIATION OF MORRISTOWN, hereinafter referred to as M.E.A.

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment and for the purpose of effectuating the policies of N.J.S.A. 34:13A-1 et seq. as amended.

NOW, THEREFORE, in consideration of these premises and mutual agreements herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the M.E.A. as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

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

Section 2. The negotiating unit shall consist of all full-time employees and part-time employees of the Town of Morristown except superintendents, clerks, and assistant clerks of the municipal court, administrative or executive secretaries to the Mayor, Town Administrator, councilmen, department and division heads and Town Clerk's Office, and all members of the Police and Fire Bureau not eligible for membership in the unit represented by the P.B.A. or F.M.B.A., all elected officials and all heads of departments and divisions, clerical employees in the Town Clerk's Office and the Tax Assessor's Office.

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Office of Labor Relations

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

Section 4. This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

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

ARTICLE II

COLLECTIVE NEGOTIATION PROCEDURE

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

Section 2. Collective negotiation meetings shall be held at times and places mutually convenient at the request of either party.

Section 3. Employees of the Employer who may be designated by the M.E.A. to participate in collective negotiation meetings called for the purpose of the negotiation of a collective negotiation agreement will be excused from their work assignments.

Section 4. Ordinarily, not more than eleven (11) additional representatives of each party shall participate in collective negotiation meetings.

ARTICLE III
CONDUCTING M.E.A. BUSINESS
ON EMPLOYER'S TIME

Section 1. The Employer shall permit members of the M.E.A. Grievance Committee not to exceed three (3) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty

hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of a department or require the recall of off-duty members to bring a department to its proper effectiveness.

Section 2. The Employer shall permit members of the M.E.A. Negotiating Committee to attend collective negotiation meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay each for a period of three meetings.

ARTICLE IV.
DISCRIMINATION AND COERCION

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

ARTICLE V
SICK LEAVE

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

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

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

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

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

Section 3. All members of the negotiating unit shall be entitled to a maximum of two days per calendar year as leave without loss of pay in order to attend to urgent personal business under the following conditions:

(a) Notice of intent to take such leave must be submitted to the head of the employee's department at least 7 days in advance of the proposed leave.

(b) The proposed leave must be approved by the head of the employee's department who will do so if, in his judgment, the reasons given are good and the substantiation offered for those reasons is sufficient. However, in cases involving the following reasons, discretion should automatically be exercised in favor of the request:

(1) Closing of title on the personal residence of the employee.

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

(3) Ceremonies - graduations, weddings, religious and honors and awards ceremonies involving the employee, his spouse or children.

ARTICLE VI
M.E.A. SECURITY

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

Section 2.

A. Beginning July 1, 1980, the Employer shall deduct a representation fee from the wages of each employee who is a member of the unit but not a member of the M.E.A.

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

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

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

ARTICLE VII
WAGES

Section 1. Effective January 1, 1980, the salaries for employees

covered by this agreement shall be in accordance with the following provisions:

(a) All employees who work at occupations requiring eight hours of work per day shall be hired at the rate of \$10,638.00 per year and shall receive such wage during a probationary period and after such employees become permanent employees, they shall receive an automatic increase to \$11,413.00 per year. All permanent employees; i.e., all employees who have concluded their probationary period, shall be paid according to the following salary schedule:

<u>WAGE CATEGORY</u>	<u>1st YEAR EMPLOYMENT</u>	<u>2nd YEAR EMPLOYMENT</u>	<u>3rd YEAR EMPLOYMENT</u>	<u>4th YEAR EMPLOYMENT</u>
I	\$11,413.00	\$11,886.00	\$12,355.00	\$12,833.00
II	13,187.00	13,543.00	13,897.00	14,250.00
III	14,428.00	14,604.00	14,779.00	15,137.00
IV	15,314.00	15,491.00	15,668.00	16,023.00
V	16,201.00	16,549.00	16,725.00	17,077.00
VI	17,254.00	17,433.00	17,610.00	17,965.00
VII	18,499.00	19,029.00	19,560.00	20,092.00

(1) Effective July 1, 1980, the salaries for employees in wage categories I, II, and III shall be increased by \$150.00 per calendar year and effective July 1, 1980, employees in wage categories IV, V, and VI shall have their salaries increased by \$100.00 per calendar year.

(b) All employees who work at occupations requiring seven hours of work per day shall be hired at the rate of \$8,383.00 per year and shall receive such wage during a probationary period not to exceed five months. At the end of such probationary period and after such employees become permanent employees they shall receive an automatic increase to \$8,791.00 per year. All permanent employees; i.e., all employees who have concluded their probationary period, shall be paid according to the follow-

ing salary schedule:

<u>WAGE CATEGORY</u>	<u>1st YEAR EMPLOYMENT</u>	<u>2nd YEAR EMPLOYMENT</u>	<u>3rd YEAR EMPLOYMENT</u>	<u>4th YEAR EMPLOYMENT</u>
IX	\$ 8,791.00	\$ 9,437.00	\$10,086.00	\$10,734.00
X	10,781.00	11,036.00	11,293.00	11,547.00
XI	11,620.00	11,874.00	12,130.00	12,386.00
XII	12,480.00	12,734.00	12,990.00	13,247.00
XIII	13,341.00	13,597.00	13,851.00	14,106.00

(1) Effective July 1, 1980, the salaries for employees in wage categories IX, X, XI, XII, and XIII shall be increased by \$100.00 per calendar year.

Section 2. Effective January 1, 1981, the salaries for employees covered by this agreement shall be in accordance with the following provisions:

(a) All employees who work at occupations requiring eight hours of work per day shall be hired at the rate of \$11,651.00 per year and shall receive such wage during a probationary period not to exceed five months. At the end of such probationary period and after such employees become permanent employees, they shall receive an automatic increase to \$12,488.00 per year. All permanent employees, i.e., all employees who have concluded their probationary period, shall be paid according to the following salary schedule:

<u>WAGE CATEGORY</u>	<u>1st YEAR EMPLOYMENT</u>	<u>2nd YEAR EMPLOYMENT</u>	<u>3rd YEAR EMPLOYMENT</u>	<u>4th YEAR EMPLOYMENT</u>
I	\$12,488.00	\$12,999.00	\$13,505.00	\$14,022.00
II	14,404.00	14,788.00	15,171.00	15,552.00
III	15,744.00	15,934.00	16,123.00	16,510.00
IV	16,647.00	16,838.00	17,029.00	17,413.00
V	17,605.00	17,980.00	18,171.00	18,551.00
VI	18,742.00	18,936.00	19,127.00	19,510.00
VII	20,087.00	20,659.00	21,233.00	21,807.00

(b) All employees who work at occupations requiring seven hours of work per day shall be hired at the rate of \$9,162.00 per year and shall receive such wage during a probationary period not to exceed five months. At the end of such probationary period and after such employees become permanent employees they shall receive an automatic increase to \$9,602.00 per year. All permanent employees, i.e., all employees who have concluded their probationary period, shall be paid according to the following salary schedule:

WAGE CATEGORY	1st YEAR EMPLOYMENT	2nd YEAR EMPLOYMENT	3rd YEAR EMPLOYMENT	4th YEAR EMPLOYMENT
IX	\$ 9,602.00	\$10,300.00	\$11,001.00	\$11,701.00
X	11,751.00	12,027.00	12,304.00	12,579.00
XI	12,658.00	12,932.00	13,208.00	13,485.00
XII	13,586.00	13,861.00	14,137.00	14,415.00
XIII	14,516.00	14,793.00	15,067.00	15,342.00

Section 3. Effective January 1, 1982, the salaries for employees covered by this agreement shall be in accordance with the following provisions:

(a) All employees who work at occupations requiring eight hours of work per day shall be hired at the rate of \$12,700.00 per year and shall receive such wage during a probationary period not to exceed five months. At the end of such probationary period and after such employees become permanent employees, they shall receive an automatic increase to \$13,612.00 per year. All permanent employees, i.e., all employees who have concluded their probationary period, shall be paid according to the following salary schedule:

WAGE CATEGORY	1st YEAR EMPLOYMENT	2nd YEAR EMPLOYMENT	3rd YEAR EMPLOYMENT	4th YEAR EMPLOYMENT
I	\$13,612.00	\$14,169.00	\$14,720.00	\$15,284.00
II	15,700.00	16,119.00	16,536.00	16,952.00
III	17,160.00	17,368.00	17,574.00	17,996.00
IV	18,145.00	18,353.00	18,562.00	18,980.00

WAGE CATEGORY	1st YEAR EMPLOYMENT	2nd YEAR EMPLOYMENT	3rd YEAR EMPLOYMENT	4th YEAR EMPLOYMENT
V	\$19,189.00	\$19,598.00	\$19,806.00	\$20,221.00
VI	20,429.00	20,640.00	20,848.00	21,266.00
VII	21,894.00	22,518.00	23,144.00	23,770.00

(b) All employees who work at occupations requiring seven hours of work per day shall be hired at the rate of \$9,987.00 per year and shall receive such wage during a probationary period not to exceed five months. At the end of such probationary period and after such employees become permanent employees they shall receive an automatic increase to \$10,466.00 per year. All permanent employees, i.e., all employees who have concluded their probationary period, shall be paid according to the following salary schedule:

WAGE CATEGORY	1st YEAR EMPLOYMENT	2nd YEAR EMPLOYMENT	3rd YEAR EMPLOYMENT	4th YEAR EMPLOYMENT
IX	\$10,466.00	\$11,227.00	\$11,991.00	\$12,754.00
X	12,809.00	13,109.00	13,411.00	13,711.00
XI	13,797.00	14,096.00	14,397.00	14,699.00
XII	14,809.00	15,108.00	15,409.00	15,712.00
XIII	15,822.00	16,124.00	16,423.00	16,723.00

Section 4. The salaries of the employees covered under this agreement as set forth in Section 1(a) and Section 1(b) of this article shall be retroactive to January 1, 1980.

ARTICLE VIII

HOURS

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

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

ARTICLE IX
OVERTIME AND NIGHT INCREMENT

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

Section 2. Time and one half shall be paid for all Saturday work or work on other day off in lieu of Saturday.

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

Section 4. Overtime shall be offered and granted on a departmental and job seniority basis where possible. Departmental and job seniority lists shall be maintained by the Employer and copies of same shall be provided to the M.E.A.

Section 5. Double time shall be paid for all work performed on Sunday if Sunday is not a part of the employee's base 5 day work week. If Sunday is part of an employee's base 5 day work week, he shall be paid double time for all work performed on the 7th day of a regular work week.

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

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

Section 8. Time and one half shall be paid for all holiday work in addition to the holiday pay consisting of an amount equivalent to eight hours pay at straight time.

ARTICLE X
VACATION

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

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

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

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

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

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

Section 3. An employee's vacation pay shall be the same amount he would have received had he worked his regular schedule. Employees shall be entitled to receive their vacation pay in advance of taking their vacation provided that they give the employer two weeks notice of the date of the start of the employee's vacation.

Section 4. Vacation periods for employees shall commence on a Monday and end on a Friday unless where mutually agreed to by the parties.

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

Section 6. Each employee's vacation entitlement shall accrue for the year in which his anniversary occurs; e.g., an employee who completes his first year on any day during a specific calendar

year shall be entitled to thirteen working days for the year during which his first anniversary occurred, and an employee who celebrates his eighth anniversary shall be entitled to fifteen working days during the year in which his eighth anniversary occurs, etc.

ARTICLE XI
DEATH IN FAMILY

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

ARTICLE XII
HOLIDAYS

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

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

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

ARTICLE XIII
HOSPITAL AND MEDICAL LIFE INSURANCE

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

Section 2. An employee retiring after January 1, 1975, who has at least 15 years of service with the Town at the time of retirement shall continue to receive coverage under this article at no cost to him.

ARTICLE XIV
CLOTHING AND EQUIPMENT

The Employer shall provide all safety equipment necessary, as determined by the joint committee consisting of an equal number of representatives of the Employer and M.E.A.

Effective January 1, 1980, the Employer agrees to provide a clothing allowance of \$200.00 per calendar year per employee. Effective January 1, 1981, the Employer agrees to provide a clothing allowance of \$225.00 per calendar year per employee. Effective January 1, 1982, the Employer agrees to provide a clothing allowance of \$250.00 per calendar year per employee.

ARTICLE XV
LIABILITY INSURANCE

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

ARTICLE XVI
BULLETIN BOARD

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

ARTICLE XVII
PENSIONS

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

ARTICLE XVIII
VACANCIES

Section 1. In the event of vacancies due to retirement, death, discharge or voluntary severance from the department, such vacancies shall be filled within sixty (60) days, where reasonably feasible, of the effective date from the existing Civil Service lists.

Section 2. If no Civil Service List exists at the time of the vacancy, the employer shall, at its discretion reasonably exercised, request or call for such test within thirty days of the effective date of the vacancy and such vacancy shall be filled within thirty days of the promulgation of a list resulting from the said test.

ARTICLE XIX
DISCHARGE OR SUSPENSION

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration."

ARTICLE XX
GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and any other matter involving the interpretation or application of this contract by either party. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. Complaints by employees may be initiated by an individual employee to the head of department or his deputy. If the complaint is not adjusted satisfactorily at this state and the employee wishes to enter a grievance, it shall be presented by the authorized M.E.A. representative.

Section 3. When the M.E.A. wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the M.E.A. or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the head of department or his duly designated representative. The head of department shall answer the grievance orally within five (5) days

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the M.E.A. within the time set forth in Step 1, the M.E.A. shall present the grievance within ten days in writing to the Director of Administration. This presentation shall set forth the position of the M.E.A. and at the request of either party, discussions may ensue. The Director of Administration shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the employer.

Step 3. If the grievance is not resolved at Step 2, or no answer has been received by the M.E.A. within the time set forth in Step 2, the grievance may be presented in writing to the Mayor. The final decision of the Mayor shall be given to the M.E.A. in writing within fourteen (14) days after the receipt of the grievance.

Section 4. If the grievance has not been settled by the parties at Step 3 of the grievance procedure, or if no answer in writing by the Mayor has been received by the M.E.A. within the time provided in Step 3, the M.E.A. may demand arbitration of the grievance in accordance with Article XXI, Arbitration, hereinafter set forth.

Section 5. Nothing herein is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

ARTICLE XXI
ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the grievance procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or any other matter in dispute and the remedy requested. Within fifteen (15) days following the presentation of such demand the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of the New Jersey Public Employment Relations Commission.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons for each finding and conclusion.

Section 4. The decisions of the arbitrator shall be final and binding on the M.E.A. and the Employer.

Section 5. The arbitrator appointed or selected pursuant to this Article may not alter, in any way, the provisions of this agreement.

Section 6. In the event an arbitrator shall award retroactive pay to an aggrieved employee (employees), it is agreed that the wages the employee (employees) may have earned elsewhere during the period covered by the award shall be deducted from the same.

Section 7. Where an employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this article.

Section 8. In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issues to be arbitrated. The cost of the arbitrator's services, if any, shall be shared by both parties and each of the parties shall bear its own costs.

ARTICLE XXII
LONGEVITY

Effective as of January 1, 1977, each employee covered by this agreement shall be paid, in addition to the rates of pay set forth in Article VII herein, an increment to his base salary based upon years of service with the Town of Morristown as a longevity increment calculated from each employee's anniversary date of employment in accordance with the following schedule:

Years of Employment	Amt. of Increment
Commencing with the 6th year of continuous service	\$100.00
11th	250.00
16th	400.00
21st	750.00

ARTICLE XXIII
STANDBY AND CALL OUT

Section 1. Standby An employee on standby shall be paid at the rate of two hours at straight time for each weekday on which he is on standby and four hours at straight time for each Saturday he is on standby and four hours at straight time for each Sunday on which he is on standby.

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

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

Both the Employer and the M.E.A. are well aware that it is only through the establishment of an environment which promotes a sense of responsibility and an attitude of cooperation on the part of the employer's management personnel as well as those employees represented by M.E.A. can it be assured that an adequate number of employees will respond to emergency call outs.

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

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

(b) The M.E.A. will, by all reasonable means, attempt to foster in the employees it represents a recognition of their moral responsibility to accept necessary call outs to meet emergency situations.

(c) Either the Employer or the M.E.A. may request a meeting between the Grievance Committee of the M.E.A. and representatives of the Employer to discuss problems arising as a result of emergency call outs. The purpose of such a meeting would be to attempt to develop a plan of action to solve such problems insofar as the handling of unexpected emergencies is concerned.

ARTICLE XXIV
MANAGEMENT RESPONSIBILITIES

All aspects of the management of the business of the Town and all aspects of the management and direction of the employees covered by this agreement are the exclusive responsibility of the Employer, except as expressly modified by the terms of this agreement.

ARTICLE XXV
MAINTENANCE OF STANDARDS

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

ARTICLE XXVI
DURATION

This agreement shall be in effect for three years commencing January 1, 1980 through December 31, 1982.

ARTICLE XXVII
RETROACTIVITY

All agreements made herein relative to wages, other fiscal benefits and all other terms and conditions of employment agreed upon subsequent to January 1, 1980 shall be retroactive to January 1, 1980.

ARTICLE XXVIII
PARITY

In the event the uniformed units of employees (police and fire) of the employer receive more than the annual percentage increases of 7.5% for the calendar year 1980 and 8% for the calendar year 1981 and 9% for the calendar year 1982 through negotiations, the employees of the unit represented by the M.E.A. shall be entitled to an equivalent increase. In the event either of the said uniformed units goes to final impasse arbitration and the final offer to the arbitrator by the employer in such proceedings is higher for any of the affected years of this contract, the employees of the unit represented by the M.E.A. shall receive additional increases equivalent to the percentages of the said final offer. However, if the final offer of the employer does not exceed the aforesaid percentages for the years 1980, 1981 and 1982 but the impasse arbitrator determines that either uniformed unit should receive more than the aforesaid percentages herein granted to the employees of the unit represented by the M.E.A. for any of the said years, then the employer shall not be required to increase the annual percentage increases set forth above herein granted to the employees of the unit represented by the M.E.A. Nothing in this Article shall be construed to cause a reduction in wages or other fiscal benefits granted to the employees of the unit represented by the M.E.A. as provided for in this Agreement.

ARTICLE XXIX
SUB-CONTRACTING

The Employer agrees that prior to entering into any agreement whereby work performed by members of the negotiating unit would be sub-contracted out and be performed by others not members of the negotiating unit, it shall notify the M.E.A. of its desire to sub-contract such work and shall meet with the M.E.A. for the purpose of negotiating the impact of such sub-contracting on the membership of the negotiating unit.

ARTICLE XXX
REOPENER

The parties hereto agree to reopen collective negotiations prior to the end of 1980 for the purpose of negotiating additional health benefits, specifically but not limited to a prescription drug plan and/or a dental plan for the employees.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 31st day of October 1980.

ATTEST:

William Chambers

TOWN OF MORRISTOWN

BY:

Donald Cresitello
DONALD CRESITELLO, MAYOR

ATTEST:

William H. Smith

MUNICIPAL EMPLOYEES ASSOCIATION
OF MORRISTOWN

BY:

Hugh Geraghty
HUGH GERAGHTY, PRESIDENT