

This general agreement made and entered into on this 17
day of December, 1974, 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 ASSOCI-
ATION OF MORRISTOWN, hereinafter referred to as M. E. A.

WHEREAS, the parties hereto have carried on collective
bargaining negotiations for the purpose of developing and concluding a
general agreement covering wages, hours of work and other conditions of
employment and for the purposes 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 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 bargaining unit as
defined in Article I, Section 2, herein for the purposes of collective bar-
gaining and all activities and processes relative thereto.

Section 2. The bargaining unit shall consist of all full time employees,
including clerical employees of the following departments: Water, Street,
Public Works, Parks, Shade Tree, Sewerage, Electrical, Traffic and
Airport. In addition to the above, the bargaining unit will also include
principal engineering aides. Specifically excluded from the bargaining
unit are foremen, building inspectors, clerks and assistant clerks of the
Municipal Court, administrative or executive secretaries to the Mayor
or Councilmen, and all members of the Police and Fire Bureaus, all
elected officials and heads or deputy heads of departments and clerical

employees in the Town Clerk's Office, the Tax Assessor's Office, the Tax Collector's Office and the Office of the Town Treasurer and Collector of Delinquent Accounts.

Section 3. This agreement shall govern all wages, hours and other 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 XXVII entitled "Duration" hereinafter set forth.

ARTICLE II
COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining 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 bargaining agents for the parties.

Section 2. Collective bargaining 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 bargaining meetings called for the purpose of the negotiation of a collective bargaining 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 bargaining 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 bargaining 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. Effective Jan. 1, 1975 an employee shall be entitled to a maximum of two days per calendar year as leave without loss of pay in order to attend to urgent personal business under the following conditions:

(a) 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

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.

ARTICLE VII
WAGES

Understood that wages as set forth are retroactive to Jan. 1, 1974. *U.S. 2/74*

Section 1. Commencing as of January 1, 1974, 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 \$6881.00 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 \$7,373.00 per year. All permanent employees, i. e. all employees who have concluded their probationary period, shall be paid according to the following salary schedule:

New Wage Category	1st Year Employment	2nd Year Employment	3rd Year Employment	4th Year Employment
I	\$ 7,373.00	\$ 7,701.00	\$ 8,025.00	\$ 8,357.00
II	8,603.00	8,849.00	9,094.00	9,340.00
III	9,463.00	9,586.00	9,708.00	9,955.00
IV	10,078.00	10,200.00	10,324.00	10,569.00
V	10,692.00	10,933.00	11,056.00	11,301.00
VI	11,424.00	11,547.00	11,670.00	11,916.00
VII	12,286.00	12,653.00	13,022.00	13,391.00

(b) All employees who work at occupations requiring seven hours of work per day shall be hired at the rate of \$5,317.00 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 \$5,555.00 per year. All permanent employees, i. e. all employees who have concluded their probationary period, shall be paid according to the following salary schedule:

New Wage Category	1st Year Employment	2nd Year Employment	3rd Year Employment	4th Year Employment
IX	\$5,555.00	\$6,003.00	\$6,452.00	\$6,902.00
X	6,934.00	7,111.00	7,289.00	7,466.00
XI	7,514.00	7,692.00	7,870.00	8,047.00
XII	8,112.00	8,289.00	8,466.00	8,644.00
XIII	8,709.00	8,886.00	9,063.00	9,240.00

ARTICLE VIII
COST OF LIVING ESCALATOR CLAUSE

All employees covered by this agreement shall be paid a cost of living wage increase for the year 1975 to be determined on the basis of the Consumers Price Index (1967 = 100) for the Urban Wage Earners and

Clerical Workers, New York and Northeastern New Jersey areas

published by the Bureau of Labor Statistics of the U. S. Department of Labor, in the following manner:

(a) The percentage increase, if any, in the aforesaid Consumer Price Index during the calendar year 1974, i. e. from December 31, 1973 to December 31, 1974, will determine the percentage increase for the calendar year 1975 to be added to the rates of pay for the calendar year 1974 set forth in Article VII above, except that the adjustment, if any, shall be made to the nearest cent. This cost of living adjustment shall be effective as of January 1, 1975 and shall be retroactive thereto in the event the percentage increase is published after January 1, 1975 by the Bureau of Labor Statistics of the U. S. Department of Labor. Cost of living increases shall be added to the basic wage rates of each employee and shall be used in computation of straight time and overtime earnings in the same manner as basic hourly rates are used in such computation.

(b) In the event the Consumer Price Index for the year aforesaid is not published until after the date the cost of living increase becomes effective, then the increase shall be added to the wages of the employees on the next pay day after publication of the Consumer Price Index together with any retroactive pay based upon said increase.

(c) In the event there is a decrease in the said Consumer Price Index for the year 1974, there shall be no decrease for the year 1975 in the wages of the employees covered hereunder as set forth in Article VII above.

(d) If the Bureau of Labor Statistics Consumer Price Index, as described above, in its present form and calculated on the

same basis, shall be revised therefrom or discontinued, then either party shall request the Bureau of Labor Statistics, U.S. Department of Labor, to provide or make available a Bureau of Labor Statistics Consumer Price Index in its present form for the appropriate date or dates and calculated on the same basis for the purpose of determining the cost of living increase the year 1974 for ~~each year thereafter~~ and the parties shall be bound by such Consumer Price Index. If such Consumer Price Index is not provided by the Bureau of Labor Statistics within 30 days of such request, then the parties shall meet and negotiate as to wage increases for the affected year ~~or year~~ ^{1975 forthwith.}

*Down
H.C.*

*Down
H.C.*

(e) For the purpose of clarifying the method of computing the percentage increase in the Consumer Price Index as referred to in subsection (a) of this Article, the following is an example:

(1) Assume the CPI for the month of December, 1973 is 145.9 and the CPI for the month of December 1974 is ~~154.4~~ 165.9

(2) The formula for computing the percentage increase

is as follows:
165.9 - 145.9

*Down
H.C.*

~~28.4 x 100~~ x 100 = percentage increase
~~145.9~~
145.9

(3) The percentage increase in the CPI for the year 1974 then would be ^{13.70%} ~~20.2%~~

*Down
H.C.*

Down H.C.

ARTICLE IX
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 bargaining agreement shall govern in cases where certain departments or groups of employees work less than eight hours.

ARTICLE X
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 hours 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 \$2.00.

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 XI
VACATION

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

<u>Years of Service</u>	<u>Vacation</u>
1 to 10	12 days
11 to 15	15 days or 3 calendar weeks
16 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.

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

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

ARTICLE XII
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 XIII
HOLIDAYS

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

New Year's Day	Day after Thanksgiving
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veterans' Day
Memorial Day	Election Day (General)
July 4th (Independence Day)	Thanksgiving Day
	Christmas 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 XIV
HOSPITAL AND MEDICAL LIFE INSURANCE

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

Section 2. An employee retiring after Jan. 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 XV
UNIFORMS AND EQUIPMENT

The Employer shall provide all uniforms and all safety equipment necessary or required, as determined by the Employer, for the performance of duties required at no cost to the employee.

ARTICLE XVI
LIABILITY INSURANCE

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

ARTICLE XVII
BULLETIN BOARD

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

ARTICLE XVIII
PENSIONS

The 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 XIX
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 XX
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 XXI
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 stage 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 XXII,

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 XXII
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 ^{or} other party specifying the nature of the unsettled grievance 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~~ ^{the} Rules and Regulations ~~and Grievance Procedures~~ of the New Jersey Public Employment Relations Commission. *DWM H.C.*

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 issue or 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 XXIII
LONGEVITY

Effective as of January 1, 1974, 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:

<u>Years of Employment</u>	<u>Amount of Increment</u>
Commencing with the 6th year of continuous service	\$100
11th	\$200
16th	\$300
21st	\$450
26th	\$600
31st	\$750

ARTICLE XXIV
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 callouts 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 XXV
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 XXVI
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 and all clearly established past practices 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 as at the time of the commencement of collective negotiations leading to the execution of this agreement.

ARTICLE XXVII
DURATION

This Agreement shall be in effect for two years commencing January 1, 1974 through December 31, 1975.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 17th day of December 1974.

TOWN OF MORRISTOWN

Attest:

George A. Belmont

By David V. Dranahan
Mayor

MUNICIPAL EMPLOYEES
ASSOCIATION OF MORRISTOWN

Attest:

Luis Melo

By Hugh Keaght