

Contract no. 875

1491

AGREEMENT

"
"

between

TOWNSHIP OF PARSIPPANY-TROY HILLS

MORRIS COUNTY, NEW JERSEY

and

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 20 1989

RUTGERS UNIVERSITY

PARSIPPANY-TROY HILLS BLUE COLLAR ASSOCIATION

JANUARY 1, 1989 THROUGH DECEMBER 31, 1991

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
I	RECOGNITION	2
II	MANAGEMENT RIGHTS	3
III	ASSOCIATION RIGHTS AND RESPONSIBILITIES	6
IV	NO-STRIKE PLEDGE	8
V	WORK HOURS AND WORK WEEK	10
VI	LEAVES OF ABSENCE	12
VII	BEREAVEMENT OR FUNERAL LEAVE	13
VIII	OTHER LEAVES	14
IX	LONGEVITY	15
X	CONDITIONS OF EMPLOYMENT	16
XI	SENIORITY	20
XII	HOLIDAYS	22
XIII	PERSONAL DAYS--1989-1991	23
XIV	VACATIONS FOR YEARS 1989-1991	24
XV	PROMOTIONS	26
XVI	SICK LEAVE	27
XVII	OUT OF TITLE WORK	31
XVIII	OVERTIME	32
XIX	RETIREMENT AND SEPARATION	34
XX	INSURANCE, HEALTH AND WELFARE	36
XXI	WAGES	38
XXII	STEPS OF A GRIEVANCE PROCEDURE	41
XXIII	GRIEVANCE PROCEDURE	42
XXIV	EDUCATION COSTS AND REIMBURSEMENT	48

TABLE OF CONTENTS (CONTINUED)

ARTICLE		PAGE
XXV	POSTING ON NON-SUPERVISORY POSITION	
	VACANCIES	49
XXVI	SEPARABILITY AND SAVINGS	50
XXVII	FULLY-BARGAINED PROVISIONS	51
XXVIII	TERM AND RENEWAL	53

PREAMBLE

This Agreement, made this 1st day of January, 1989, between the TOWNSHIP OF PARSIPPANY-TROY HILLS, MORRIS COUNTY, NEW JERSEY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township", and Parsippany-Troy Hills Blue Collar Association, a representative of certain employees of the Township, hereinafter referred to as the "Association", represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I
RECOGNITION

The Township hereby recognizes the Association as the sole and exclusive representative for the purposes of collective negotiations for all blue collar employees, employed in the Division of Parks and Forestry, Sewer Utility, Department of Public Works, Water Utility and Knoll Country Club Utility, but excluding white collar employees, seasonal employees, temporary employees, professional employees, craft employees, confidential employees, managerial executives, police employees, foremen and other supervisory employees and all other employees who are not blue collar employees.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution for the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive, management and administrative control of the Township Government and its properties and facilities and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law;

MANAGEMENT RIGHTS (continued)

4. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. If, in the exercise of the foregoing prerogative, the Township determines to alter the work schedule, it is agreed that, except in emergent situations, the Township shall provide the Association with two (2) weeks advance notice of such alteration;

5. The right of management to make, maintain and amend such reasonable rules and regulations with advance notice to the Association thereof as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department and to require compliance by the employees is recognized.

Management Rights (continued)

- B. In the exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws of the State of New Jersey and of the United States.
- C. The Township reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
- D. Nothing contained herein shall be construed to deny or restrict the Township or its rights, responsibilities and authority under N.J.S.A. 40:1-1 et seq. or N.J.S.A. 11:1-1 et seq. or other national, state, county or local laws or ordinances.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. It is recognized by the parties to this Agreement that the responsibility of handling grievances, administering this contract and disposing of disputes which may arise is a duty of the Association.
- B. With respect to the negotiation of a successor Agreement, both negotiating teams shall be limited to five (5) people--one from each Department. Employee members of the Association's negotiating team shall be released without loss of pay to attend negotiation, mediation, or fact-finding sessions scheduled during their working hours, provided that such employees make arrangements for coverage of their work assignments, approved in advance by the Department Heads.
- C. At each of the Township facilities where unit employees are regularly stationed, the Township shall provide the Association with adequate space on bulletin boards reserved exclusively for the posting of Association announcements.

Association Rights and Responsibilities (continued)

D. Neither the Township nor the Association shall interfere with, restrain or coerce unit employees in the exercise of their right, freely and without fear of penalty reprisal, to form, join and assist any employee organization or to refrain from any such activity. The Association shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee organization membership.

ARTICLE IV

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown or walkout. The Association agrees that such action will constitute a material breach of the Agreement.
- B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.
- C. The Association will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown or job action and make reasonable efforts to prevent such illegal action.

NO-STRIKE_PLEDGE_(continued)

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunctions or damages in the event of such breach by the Association, its members or any person acting on its behalf.

ARTICLE V

WORK_HOURS_AND_WORK_WEEK

A. The regular work hours each day shall be consecutive except for interruption for two (2) fifteen (15) minute coffee breaks (normally one <1> in the morning and one <1> in the afternoon) at times to be scheduled by the Supervisor and a lunch period to be scheduled by the Supervisor (duration covered below).

B. Hours of work are presently scheduled as follows:

1. Water Utility employees work from 7:45 a.m. to 4:30 p.m., inclusive of a forty-five (45) minute lunch period, except the Pumping Station operators work three (3) rotating shifts, six (6) days on and two (2) days off, from 6:45 a.m. to 3:15 p.m., 2:45 p.m. to 11:15 p.m., and 10:45 p.m. to 7:15 a.m., all inclusive of a one-half (1/2) lunch period.

2. Department of Public Works employees work form 7:30 a.m. to 4:30 p.m., inclusive of a one (1) hour lunch period.

3. Parks and Forestry Division employees work form 7:30 a.m. to 4:00 p.m., inclusive of a one-half (1/2) hour lunch period.

Work Hours and Work Week (continued)

4. Sewer Utility employees work three (3) stationary shifts of 7:00 a.m. and 3:30 p.m. (five <5> days on, two <2> days off, inclusive of a one-half <1/2> hour lunch period) 3:30 p.m. to 12 midnight (six <6> days on, two <2> days off, inclusive of a one-half <1/2> lunch period), and 11:30 p.m. to 8:00 a.m. (six <6> days on, two <2> days off, inclusive of a one-half <1/2> hour lunch period).

5. Knoll Country Club Utility employees work from 7:00 a.m. to 3:30 p.m., inclusive of a one-half (1/2) hour lunch period.

- C. The Standard work week for unit employees is presently forty (40) hours from Monday through Friday, except that those employees listed in Paragraph B above working six days on two days off, are presently working staggered schedules covering Monday through Sunday with a standard work year of two thousand one hundred ninety-two (2,192) hours.

ARTICLE VI
LEAVES OF ABSENCE

Leaves of absence without pay for permanent employees shall be governed by N.J.A.C. 4:1-17.1 et seq. Determinations rendered by the Township under N.J.A.C. 4:1-17.2 shall be grievable in the event that it is alleged that the Township has been arbitrary, capricious or unreasonable.

ARTICLE VII

BEREAVEMENT OR FUNERAL LEAVE

- A. In the event of a death in the employee's immediate family, he/she shall be granted funeral leave without loss of pay for a period not to exceed three (3) consecutive working days, one of which shall include either the day of death or the day of the funeral. Five (5) consecutive working days shall be granted under the above if death relates to a child, spouse or parent or the funeral is one hundred (100) or more miles distance from Parsippany, and for an immediate family member of the employee.
- B. Immediate family shall be defined as follows: husband, wife, child, stepchild, mother, father, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative living in the employee's household.
- C. In the event of the death of the employee's aunt, uncle, niece or nephew, he or she shall be granted paid funeral leave for the day of the funeral only.
- D. Reasonable verification may be requested.
- E. If the employee needs an additional day, he may use vacation time, or a personal day.

ARTICLE VIII

OTHER LEAVES

- A. Unit employees shall be granted all rights with regard to military leave under applicable State and Federal statutes.
- B. Three (3) days leave of absence with pay will be granted to all employees who marry while in the employ of the Township.
- C. When an employee receives a summons to serve on a jury, immediate notification must be given to his Supervisor. An employee will receive his regular salary for the period served and will reimburse the Township for the entire amount of monies paid to him for his service as a juror.

ARTICLE IX

LONGEVITY

A. All employees shall receive longevity payments in addition to their salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule based upon continuous years of service:

<u>Years of Service</u>	<u>1989/1990</u> Amount	<u>1991</u> Amount
After five (5) years of service	\$ 300.00	\$ 300.00
After ten (10) years of service	600.00	700.00
After fifteen (15) years of service	800.00	900.00
After twenty (20) years of service	1,200.00	1,300.00
After twenty-five (25) years of service	1,500.00	1,600.00

ARTICLE X

CONDITIONS OF EMPLOYMENT

A. Safety Conditions

1. There shall be a Safety Committee which will consist of a minimum of five (5) members, two (2) of which shall be Association Representatives. In the event of a vacancy in either or both of the two (2) bargaining units on said Committee, the Association shall have the right to nominate the representative(s) to succeed such. All the vacancies are filled solely by the Mayor. Said Committee shall meet monthly provided there is a quorum to perform its duties and functions. The existing employee safety manual shall continue in full force and effect during the term of this Agreement. The Committee may revise the manual subject to the Township Administrator's approval. If the Association has a safety problem or suggestion to bring to the attention of the Committee, the Association representative shall have the right to communicate same in writing to the Director of the Committee and request the Committee's consideration.

Conditions of Employment (continued)

2. All vehicles and equipment (including tools) shall conform to all applicable safety conditions and regulations of the New Jersey Division of Motor Vehicles. Employees shall immediately report all defects of equipment (including tools) in writing. The Township shall not require an employee to take out equipment (including tools) that has been reported in an unsafe operating condition until such equipment had been either repaired or determined to be safe by management or by a properly appointed Township mechanic. Employees shall immediately report in writing, any unsafe condition created by the employee's inability to safely operate new or unfamiliar equipment (including tools) in which the Township shall not require the employee to operate such equipment alone until reasonable operating instructions have been given to the employee by management or properly appointed Township employee. It is expressly understood that nothing set forth in the preceding sentences of this section in any way diminish the Township's exclusive and unilateral right to determine the equipment to be utilized, or the means, methods, processes or procedures to be followed, in carrying out Township operations.

Conditions of Employment (continued)

3. The Township will furnish employees with all necessary special tools, and will replace such tools when broken or when rendered unusable because of normal wear and tear. It is expressly understood that nothing set forth in the preceding sentence in any way diminishes the exclusive and unilateral right of the Department Head to determine which special tools are necessary, and when such tools are to be replaced.

4. The Township agrees to use standards comparable to OSHA guidelines in non-emergent shoring projects. OSHA standards to be filed with the executed contract.

B. Sanitary Conditions

1. The Township shall provide and maintain sanitary conditions in all facilities, including toilets, areas of employment and designated eating areas.

2. The parties expressly recognize that it is the Township's exclusive and unilateral right to determine whether any or all of its employees shall be required to wear uniforms or adhere to other dress requirements and, if so, the nature and type of uniform or other

Conditions of Employment (continued)

dress articles to be worn. The parties additionally recognize that the purchase, rental, replacement and/or repair of uniforms or other employee dress articles are or may be restricted by applicable bidding statutes or regulations. Within the confines of the foregoing prerogatives and restrictions, it is agreed that an employee's legitimate request for the timely replacement or repair of a Township supplied uniform or other dress article will not be unreasonably denied by the Township. When an employee leaves the Township's employ, he shall return all Township property (including uniforms) in his possession.

ARTICLE XI

SENIORITY

- A. Seniority is defined as an employee's total continuous length of service with the Township beginning with his date of hire.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surnames.
- C. Order of layoff or demotion:
1. Whenever there are two (2) or more permanent employees in the class from which layoff, or demotion in lieu of layoff, is to be made, employees in that class with an unsatisfactory performance rating for the twelve (12) month period immediately preceding the layoff or demotion shall be the first laid off or demoted.
 2. Layoff or demotion for all employees in that class shall be as follows:
 - (a) Layoff or demotion of permanent employees shall be in order of seniority in the class; the person or persons last appointed will be the first laid off or demoted.

Seniority (continued)

(b) In all cases where there are employees who are veterans, a disabled veteran or a veteran shall be retained, in that order, in preference to a non-veteran having equal seniority in his or her class.

- D. Requested dates for vacation leave shall be scheduled and approved by each Supervisor, taking into consideration the wishes of the employee. Conflicts in vacation schedules will be resolved on the basis of seniority.
- E. Overtime assignments will be distributed by seniority on a rotating basis among the employees within that Department, and qualified to do the work, according to their Civil Service job classification and are to be determined by their Supervisor.
- F. Copies of all seniority lists maintained by the Township shall be provided to the Association upon request.
- G. The Association should have copies for each Department:
1. Parks and Forestry
 2. Sewer Utility
 3. Public Works
 4. Water Utility
 5. Knoll country Club Utility

ARTICLE XII


HOLIDAYS

- A. Fourteen (14) holidays shall be granted each year. The actual days will be agreed upon on a yearly basis. The schedule for these holidays will be distributed no later than January 15th of each year.

- B. Holidays falling on a Saturday are usually observed on the preceding Friday.

- C. Holidays falling on a Sunday are usually observed on the following Monday.

- D. If the Mayor and Council declare a special holiday for any other municipal employee group, all Blue Collar employees shall be entitled to such holiday as well.



ARTICLE XIII

PERSONAL DAYS--1989-1991

- A. The employees shall be entitled to three (3) days leave of absence, with pay, for personal business, household or family matters described in this section. Such days shall be non-accumulative and shall not be used in conjunction with vacation leave.

- B. Business means an activity that requires the employee's presence during the work day and is of such nature that it cannot be attended to at a time outside of the work day.

- C. Personal, household or family matters, refer to matters when an employee's absence from duty is necessary for the welfare of the employee or his or her family.

- D. Application for such leave must be submitted in writing, at least two (2) days in advance, except in the event of an emergency.

- E. The personal day shall not be divided.

ARTICLE XIV

VACATION FOR YEARS 1989-1991

A. Paid vacation will be granted to all permanent employees during each calendar year. The number of vacation days to which an employee is entitled, in a given calendar year, is based upon the length of the employee's continuous service as of December 31st of the prior calendar year. The amount of vacation is determined by the length of continuous service as follows:

Vacation Days for the year 1988-1991

<u>Length of Service</u>	<u>Vacation Granted</u>
Up to the first calendar year	One (1) vacation day for each month of service
One (1) through five (5) years	Thirteen (13) working days per year
Six (6) through ten (10) years	Sixteen (16) working days per year
Eleven (11) through twenty (20) years	Nineteen (19) working days per year
Twenty-one (21) years	Twenty-three (23) working days per year
Twenty-two years (22)	Twenty-four (24) working days per year
Twenty-three years plus (23+)	Twenty-five (25) working days per year

Vacation Days for the year 1989-1991 (continued)

- B. Vacation time not utilized by employees shall accumulate for the next calendar year only.
- C. Upon request at the end of each calendar year, the Township shall notify the employee of the number of vacation days the employee has due.
- D. In the event of death on an employee, vacation days earned in prior calendar years but not taken during the calendar year shall be prorated to the death and paid to the estate of the employee.
- E. Subject to a limitation of one (1) employee at a time, Knoll Country Club employees shall be eligible to take vacation time in March through October. Said employees may also take vacation in November, December, January and February, pursuant to past practice.

ARTICLE XV

PROMOTIONS

Promotions shall be made in accordance with the substantive and procedural requirements of Civil Service Law and Regulations. There shall be no artificial limit on senior positions based strictly on budgetary consideration.

ARTICLE XVI

SICK LEAVE

A. All employees shall be entitled to sick leave pay based on their accumulated years of service. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave:

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year or employment, and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year, to be used when needed for such purposes as set forth above.

3. Upon request at the end of each calendar year, the Township shall notify the employee of the number of sick days used and the number of unused accumulated sick days.

C. If an employee is absent for reasons that entitle him to sick leave, his Foreman or other Supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made

Sick Leave (continued)

prior to the employee's starting time. Failure to so notify his Foreman or other Supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

- D. If an employee should be absent on sick leave for three (3) or more consecutive working days, or on the day before or after a holiday, he shall be required to submit acceptable medical evidence substantiating the illness.
- E. The Township's Sick Leave Allowance is covered in Section A4 of the employee Handbook. The Sick Leave benefit is designed to provide salary continuation to employees who are ill.
1. Excessive sick leave is defined as exceeding ten (10) "individual" days during any twelve (12) month period. An occurrence shall be considered any portion of a day taken off as sick leave. When covered under a doctor's care for three (3) or more days, this shall be considered as only one occurrence. Employees who fall into this excessive sick leave category will be put on notice for three (3) months and will be required to produce a doctor's certificate as proof of illness for each occurrence. Failure to produce a doctor's certificate will result in a dock.
 2. At the completion of the 90-day period, an evaluation of the employee's attendance record will be made by Administration. If there is no improvement, the

Sick Leave (continued)

"notice" will continue for an additional 90 days. If an employee is removed from the "notice" and a pattern of abuse of sick leave occurs within the next 24 months, the employee will be placed on "notice" for a period of six months, and a third placement on "notice" will be for a 12 month period. While it is the responsibility of the employee to keep advised as to whether a pattern of excessive absenteeism is developing, Personnel will send a warning notice whenever possible.

3. When an employee is going on "notice" for a 3 month period, a written notice stating the "on" and "off" dates shall be sent to the employee. If the employee remains on notice beyond the original period, a written explanation shall be provided. Employees who continue to abuse the Sick Leave Allowance will be subject to dismissal under the New Jersey Administrative Code provisions covered in Section 2 - "Suspensions" of the Employee Handbook, as amended.

F. A sick day which is subsequently docked will not be charged against the employee's Sick Leave Allowance.

G. The Township may require proof of illness of an employee on sick leave whenever requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In

Sick Leave (continued)

- G. case of sick leave due to exposure to contagious disease, a certificate from the Department of Health shall be required. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Township by a physician designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.
- H. Absence without notice for five (5) consecutive days shall constitute a resignation.

ARTICLE XVII
OUT OF TITLE WORK

Probationary period for an employee assigned to work in a higher title than his present title shall be sixty (60) days. If the length of such assignment exceeds the probationary period, the employee shall be paid at the rate of pay for the higher title during such assignment.

ARTICLE XVIII

OVERTIME

- A. With the exception of the Pumping Station operators, employees working in excess of their regularly scheduled forty (40) hour work week, or in excess of their regularly scheduled eight (8) hour day, shall receive time and one-half (1-1/2) for all hours so worked. In the case of Pumping Station operators, such employees working in excess of their regularly scheduled eight (8) hour day shall receive time and one-half (1-1/2) for all hours so worked. Knoll Utility greenskeepers, working Saturday and Sunday as part of their regularly scheduled work week, shall receive time and one-half (1-1/2) their straight time rate of pay for all hours on Saturday and Sunday.
- B. Employees not regularly scheduled to work on weekends as part of their normal work week shall be compensated at the rate of time and one-half (1-1/2) for work performed on Saturdays or Sundays. With respect to work performed on holidays, all employees shall receive their normal holiday pay and shall be compensated at the rate of time and one-half (1-1/2) for all hours worked.
- C. Employees called back to work outside of regular working hours to perform work of an emergency nature will be paid for actual time worked, but not less than four (4) hours of

Overtime (continued)

overtime. However, employees scheduled to start at an earlier time to work overtime will be paid only for the actual time worked.

- D. There shall be no compensatory time given in lieu of work that can be considered overtime.
- E. All overtime must be authorized by the Department Head and paid upon verification that it has been performed.

9022

ARTICLE XIX
RETIREMENT AND SEPARATION

A. The Township shall abide by all applicable pension statutes and regulations.

B. Upon service retirement or early retirement, an employee who is immediately eligible for retirement benefits will receive, in one (1) lump sum, one (1) day's base salary, computed on the basis of the employee's salary at the time of retirement, for each two (2) days of unused accumulated sick leave. *may require dept. approval*

C. Upon permanent separation from employment for any reason, unused vacation days for the prior calendar year, as well as earned vacation days for the current year, shall be paid to the employee, computed on the basis of the employee's salary at the time of separation.

In lieu of the foregoing, the employee may elect to utilize all earned vacation days immediately preceding his separation.

D. The Township agrees to pay hospitalization and Major Medical for all employees who, upon retirement, are immediately eligible *Special provisions* for retirement benefits with twenty-five (25) years of service with the Township until they attain the age of

Retirement and Separation (continued)

sixty-five (65).

- E. Employees who retire with twenty (20) to twenty-five (25) years of service will receive one third (1/3) of the cost of medical insurance for hospitalization, major medical and prescription plan until retiree is age sixty-five (65) provided that the retiree is fully retired.

ARTICLE XX

INSURANCE, HEALTH AND WELFARE

- A. The Township shall continue to maintain and provide all insurance coverage and dental protection that is in full force and effect at the present time, except that such benefits may be increased by the provisions hereinafter set forth. Nothing in the preceding sentence shall be construed as precluding the Township from changing insurance carriers, so long as substantially equivalent coverage is maintained.
- B. The Township shall provide life insurance in the amount of twenty thousand (\$20,000) dollars.
- C. The Township shall provide hospital, surgical/medical, Major Medical and dental expense benefits at full cost to the Township. In addition, the following benefits are also available:
1. Vision Care
 - a. Vision care is available at a maximum of one hundred and fifty (\$150.00) dollars per year, per employee.
 - b. Vision care will also be available to any employee with five or more years of service to the Township at a maximum of one hundred and fifty (\$150.00) dollars per year, per qualified family member.

Insurance, Health and Welfare (continued)

2. Prescription Plan

- a. Employees are eligible for a prescription plan (both for employees and their dependents) at two dollars (\$2.00) per prescription.

D. With respect to civil lawsuits filed against employees by third parties concerning the performance of their duty or settlement of claims for personal injury, death or property damage arising out of or in course of their employment, the Township shall supply legal advice and counsel for the defense of such lawsuits, and shall pay and satisfy judgements against employees as the result of such claims, but only to the extent that the foregoing obligations of defense indemnification are specifically mandated by the statute.

E. The Township will provide each employee covered by this agreement, who wear workboots as part of their uniforms in the Township, one hundred (\$100.00) dollars per employee per year for the purchase of workboots. The reimbursement will be an expense item. Said payment will be made by check as soon as possible after a receipt for the purchase of workboots has been received by the supervisor or department head.

ARTICLE XXI

WAGES

A. All hourly wages and increases are set forth as follows:

January 1, 1990 - five to six percent (5%-6%) based upon the consumer price index for the year 1989

January 1, 1991 - five to six percent (5%-6%) based upon the consumer price index for the year 1990

Hourly Wages

January 1, 1989

Labor

Grade	1	2	3	4	5	6	7	8
I	6.08	6.26	6.45	6.64	6.84	7.04	7.25	7.47
II	8.87	9.15	9.43	9.70	10.13	10.52	10.95	11.39
III	9.77	10.15	10.56	10.98	11.42	11.89	12.36	12.86
IV	11.25	11.70	12.16	12.65	13.16	13.68	14.23	14.80
V	11.70	12.16	12.65	13.16	13.68	14.23	14.80	15.39
F	12.32	12.81	13.33	13.86	14.41	15.00	15.59	16.22

B. Knoll Country Club

Same category which is presently in Labor Grade II. It is agreed that there will be sixteen (16) steps combining Labor Grades II and III.

Wages (continued)

C. Anniversary Salary Increases

All association employees will be eligible for their anniversary salary step increase on January 1st.

It must be noted that this step increase is not automatic but is based upon a favorable employee evaluation by the supervisor. A supervisor has the right to recommend against a salary increase if the employee's work habits warrant such action. If a salary increase is not recommended for an employee on January 1st, a second employee evaluation will be made after a 90-day period at which time a recommendation for a salary increase may or may not be made (such an increase would not be retroactive to January 1st).

Employees who are "locked in" (Step 8 in Grades I, II, III, IV, and V) will be eligible for a 2% increase on January 1st in 1990 and 1991. The 2% increase is treated as an anniversary salary increase.

New Employees hired after June 30th will not be entitled to a step increase until January 1st of the second full year of employment.

Employees who are promoted to a different grade during the year will be placed at the step which is closest in wages to the step form which they were promoted and will be entitled to a step increase on January 1st.

D. There shall be one (1) week holdback of salary for employees hired on or after the execution of this contract.

Wages (continued)

E. All employees shall be eligible for retroactive 1989 pay who are on the payroll of the Township at the time of the signing of the Contract.

ARTICLE XXII

STEPS OF A GRIEVANCE PROCEDURE

SECTION 1

1. Should be informal and confidential.
2.
 - a. No one should be suspended without a formal hearing. A Department Representative must be present at this time.
 - b. No employee will go before a Supervisor without a Department Representative being present.
 - c. No threats shall be made to any employee, about being suspended or fired at any time. This also goes for employees making threats.
 - d. If an employee is suspended, the reasons must be in writing, with copies going to the Business Administrator, Department Representative and Association Representative.
3. Parties involved should include Department Heads, Supervisor, Employee and Department Representative. If the problem cannot be resolved, then the Business Administrator and Association Representative should enter this dispute.
4. If the problem is not resolved by any of the above, then we must try again in writing. See Article XXIII Grievance Procedure.

ARTICLE XXIII

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that this procedure will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definition

The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employees. It is expressly understood, however, that no grievance may proceed beyond Step One, herein, unless it constitutes a complaint or controversy arising over the interpretation of the terms and conditions of this Agreement. It is further understood that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step One Herein. It is further understood that this grievance procedure cannot

Grievance Procedure (continued)

be invoked to obtain any matter which the Association sought but could not obtain at the bargaining table during the negotiations that lead to this Agreement. Pursuant to N.J.S.A. 34:13A-5.3, nothing herein shall be construed to deny to any individual employee his rights under Civil Service laws or regulations--and the laws of the State of New Jersey. Accordingly, in the event an employee elects to pursue Civil Service remedies, no recourse to the grievance procedure will be available. Likewise, in the event the employee elects to invoke this grievance procedure, no recourse to Civil Service remedies will be available.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed by its entirety unless any step is waived by mutual written consent. Time extensions may be mutually agreed to by the Township and the Association, but such time extensions shall be in writing. In the absence of a written extension as aforesaid, the time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next

Grievance Procedure (continued)

succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive.

Step One

Within ten (10) calendar days after the event giving rise to the grievance, the aggrieved employee shall institute action under the provision herein by meeting with his supervisor and discussing the grievance orally. The supervisor shall respond orally to the grievance within three (3) working days after the meeting.

Step Two

If the grievance is not satisfactorily resolved at Step One, the aggrieved employee or an Association representative shall reduce the grievance to writing, sign the grievance, and file the grievance with the aggrieved employee's Department Head within five (5) calendar days after receipt (or after the due date) of the Step One response. To be timely and effective, the written grievance must set forth in reasonable detail the facts underlying the grievance, the specific contract provisions at issue, and the relief sought. The Department Head shall render a written response to the grievance within seven (7) days from the receipt of the written grievance.

Grievance Procedure (continued)

Step Three

If the grievance is not satisfactorily resolved at Step Two the aggrieved employee or an Association representative may file the grievance in writing with the Business Administrator within five (5) calendar days after receipt (or after the due date) of the Step Two response. To be timely and effective, the writing filed with the Administrator must contain the written grievance filed at Step Two, the Department Head's response at Step Two (if any), and a detailed statement of the reasons why the Department Head's response (if any) is claimed to be unsatisfactory. The Business Administrator shall render a written response to the grievance within ten (10) days from the receipt of the grievance.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the aggrieved employee or an Association Representative may file the grievance in writing with the Mayor within five (5) calendar days after receipt (or after the due date) of the Step Three response. To be timely and effective, the writing filed with the Mayor must contain the materials filed with the Business Administrator at Step Three, together with a detailed statement of the reasons why the Business Administrator's response (if any) is claimed to be unsatisfactory. The Mayor shall render a written decision thirty (30) days from the receipt of the grievance.

Grievance Procedure (continued)

Step Five

If the grievance is not satisfactorily resolved at Step Four, the aggrieved employee or the Association representative may submit the grievance to arbitration within fifteen (15) calendar days after the receipt (or after the due date) of the Step Four response. The selection of the arbitrator shall be made by the parties in accordance with the then pertaining rules and regulations of the New Jersey State Board of Mediation. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement, and shall render his decision in writing, with reasons therefor. The decision of the arbitrator shall be final and binding on the parties, subject to appeal procedures available under New Jersey State Law. The cost of the arbitrator shall be borne equally by the parties and all other expenses shall be borne by the party incurring same. If the appeal to arbitration is not taken within the aforementioned time period, the decision rendered in Step Four will be deemed final and binding.

- D. In the course of processing a grievance, the Township representative(s) may choose, in the exercise of his discretion to schedule a meeting. Any such meeting shall be held at mutually acceptable time and place, provided that such meeting shall not be scheduled during employee's regular working hours unless absolutely essential to a fair disposition of the grievance. The aggrieved employee shall

Grievance Procedure (continued)

have, at his request, an employee representative from the Association to assist in the resolution of the grievance at such meeting. In the event such meeting is scheduled during the employee's regular working hours, the aggrieved employee, the participating employee representative from the Association, and any necessary employee witness shall be released from work without loss of regular straight time pay. Requests for employee representatives and witnesses shall be made to the Township prior to the date of any meeting, and meeting dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Township.

ARTICLE XXIV

EDUCATION COST AND REIMBURSEMENT

The Township will provide the time and travel expenses for attendance at such educational seminars, meetings and courses which it deems to be beneficial to the employee's job performance.

Employees who are taking courses at accredited colleges and universities will be covered by the reimbursement policy outlined in the Employees Handbook.

Technical courses taken at a vocational school will only require passing grades for reimbursement.

ARTICLE XXV

POSTING OF NON-SUPERVISORY POSITION VACANCIES

- A. To the extent consistent with applicable Civil Service law and regulations, openings in non-supervisory positions in the negotiating unit will be posted on departmental bulletin boards for at least five (5) days to afford interested employees and opportunity to apply.
- B. To the extent consistent with applicable Civil Service law and regulation, if any employee is interested in a vacancy he or she shall register his/her name in writing with the Department Head where the vacancy exists and shall send a copy to the Business Administrator.
- C. To the extent consistent with applicable Civil Service law regulations, the Township shall post on departmental bulletin boards any and all new positions or vacancies available in the Township regardless of whether or not they have been announced in the Civil Service Bulletin. Unit employees seeking an interdepartmental lateral transfer shall not be discriminated against solely on the basis of their status as Township employees.

ARTICLE XXVI

SEPARABILITY AND SAVINGS

If any section, sub-section, paragraph, sentence, clause or phrase in this Agreement, or any application thereof to any employee or group of employees, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVII

FULLY-BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding by the parties of all negotiable issues which were or could have been the subject of collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understandings and agreements arrived at by the parties as to the exercise of that right and opportunity are set forth in this Agreement. Therefore the Township and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. This section concerns negotiation rights and does not relate to the right to resort to the Grievance procedure. Such grievance rights are contained in Article XXIII.

Fully-Bargained Provisions (continued)

B. This Agreement shall not be nullified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XXVIII
TERM AND RENEWAL

The term of this Agreement shall be retroactive to January 1, 1989 and remain in effect until December 31, 1991.

All terms of this Agreement shall be prospective except where otherwise specifically indicated.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the _____ day of _____, 198__.

ATTEST: TOWNSHIP OF PARSIPPANY-TROY HILLS

----- BY -----

ATTEST: PARSIPPANY-TROY HILLS BLUE COLLAR
ASSOCIATION

----- BY -----

ATTEST: DIVISION OF PARKS AND FORESTRY

----- BY *Henry M. Zaleski* -----

ATTEST: SEWER UTILITY

----- BY *Ben Valley* -----

ATTEST: DEPARTMENT OF PUBLIC WORKS

----- BY *Joseph M. Zappa* -----

ATTEST: WATER UTILITY

----- BY *Gerard P. Baker* -----

ATTEST: KNOLL COUNTRY CLUB UTILITY

----- BY *[Signature]* -----