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TOWN OF MORRISTOWN

RESOLUTION R - 156-06

RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE TOWN OF MORRISTOWN AND UNITED SERVICE WORKERS OF AMERICA, TCU LOCAL 255, AFL-CIO, CLC

WHEREAS, the United Service Workers Of America, TCU Local 255, AFL-CIO, CLC (the "Union") is the Union representing all regularly employed non-professional, supervisory employees of the Town of Morristown, including: Chief Housing Inspector, Zoning Officer/Board Secretary, Rent Control Officer, Recreation Supervisor, Building Sub-Code Official/Fire Protection Inspector and Health Officer (collectively, "Town Employees"); and

WHEREAS, the Town entered into negotiations with the Union for a Collective Negotiations Agreement between the Town and the Union setting forth all issues related to wages, hours and the terms and conditions of employment; and

WHEREAS, the negotiations between the Town and the Union have been successful, resulting in a Collective Negotiations Agreement between the parties for the term beginning January 1, 2005 and ending December 31, 2008; and

WHEREAS, it is in the best interests of the Town of Morristown to sign the Collective Negotiations Agreement between the Town of Morristown and the United Service Workers Of America, TCU Local 255, AFL-CIO, CLC to ensure the uninterrupted operation and function of local government.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Morristown, being the governing body thereof, that the terms of the Collective Negotiations Agreement between the Town of Morristown and the United Service Workers Of America, TCU Local 255, AFL-CIO, CLC for the term beginning January 1, 2005 and ending December 31, 2008 are hereby authorized and approved; and

BE IT FURTHER RESOLVED, that the Mayor may execute and the Clerk may witness, the Collective Negotiations Agreement between the Town of Morristown and the United Service Workers Of America, TCU Local 255, AFL-CIO, CLC for the term beginning January 1, 2005 and ending December 31, 2008.

I, Robin J. Kesselmeyer, Deputy Town Clerk of the Town of Morristown, do hereby certify the above to be a true and exact copy of a Resolution duly passed and adopted by the Town Council of the Town of Morristown at Regular meeting held on August 15, 2006.

Dated: August 17, 2006



Robin J. Kesselmeyer
Deputy Town Clerk

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

THE TOWN OF MORRISTOWN

AND

UNITED SERVICE WORKERS OF AMERICA, TCU, LOCAL 255, AFL-CIO, CLC

EFFECTIVE: JANUARY 1, 2005

THROUGH

DECEMBER 31, 2008

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ARTICLE 1 - DURATION

This contract shall be effective January 1, 2005 through December 31, 2008. This agreement is intended to be the complete and final agreement between the parties. In the event no successor agreement is reached by December 31, 2008, this agreement shall continue in full force and effect until such time as a new agreement is reached.

ARTICLE 2 - RECOGNITION

A. The Town hereby recognizes USW, TCU, Local 255, AFL-CIO, CLC as the sole and exclusive representative of the employees in the negotiating unit as hereinafter defined: All regularly employed non-professional, supervisory employees of the Town of Morristown including: Chief Housing Inspector, Zoning Officer/Board Secretary, Rent Control Officer, Recreation Supervisor, Building Sub-Code Official/Fire Protection Inspector and Health Officer.

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

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

otherwise applicable law.

D. Neither the Town nor any of its agents, servants, officers, or other employees shall discriminate against, interfere with, or coerce any member of the Union because of membership in or activity with the Union. Neither shall the Union attempt to coerce any municipal employees who have chosen not to become members to join. Both the Town and the Union shall comply with all requisite federal and state laws respecting individual discrimination, including but not limited to, the Law Against Discrimination, N.J.S. 10:1-1 et. seq.

E. The Town shall deduct from the pay of all employees covered by this Agreement such dues and assessments as are provided for by the Union's duly enacted rules and by-laws. All such deductions shall be paid to the appropriate Officer of the Union on a monthly basis, not later than the fifteenth of the month following that for which the deductions were made. In addition, the Town shall deduct a representation fee from the wages of each employee who is a member of the unit, but not a member of the Union, in the amount of 85% of the regular membership fees and dues paid by the members, or such lesser amount as the Union may by regulation adopt. The Union shall comply with the provisions of N.J.S. 34:13A-5, 4(2), c and (3). The Union shall provide the requisite dues deduction forms and deliver same, duly executed, to the Town Director of Revenue and Finance or his designee. The Union shall hold the Town harmless from all claims brought against it on account of its compliance with the provisions of this section.

ARTICLE 3 - COLLECTIVE NEGOTIATIONS

A. The parties agree to meet with respect to renegotiation of the terms and conditions of employment covered by this collective negotiations agreement pursuant to

New Jersey statute.

B. One member of the Union appointed for the purpose of negotiating with the representatives of the Town on behalf of the Union, shall be excused from his or her work assignments without loss of pay in order to attend negotiations. At its discretion, the Town may authorize more than one member to be excused from work for such purposes. Every effort will be made to ensure that all meetings are held at times convenient to the representatives of the Union.

ARTICLE 4 - DISCIPLINE

A. No member of the bargaining unit shall be disciplined or discharged without just cause. No discipline shall be assessed against any employee who challenges same without first according to such employee an opportunity to be heard on the charges, unless such discipline is necessary to protect the public health, welfare, and safety, or unless discipline is either an oral or written reprimand, which discipline is subject to the grievance procedures hereinafter established. For the purposes of this section, "discipline" shall be defined as any reprimand whether oral or written suspension, with or without pay, reduction in grade, or termination from employment. In the case of "minor discipline", as defined by the NJDOP, the notice herein required may be oral rather than written.

B. Prior to imposing any non-emergent discipline, the Town shall provide written notice of its intention to do so to both the affected employee and to the Union, through its Shop Steward or Business Agent. Notice of intent to impose discipline shall not be given beyond one hundred eighty (180) days from the date the Town knew or should have known of an alleged infraction, unless there is an ongoing investigation (criminal or internal), or for any other good reason. The severity of discipline imposed shall be reasonably related

to the seriousness of the offense committed, shall be consistent with previous incidences of discipline imposed for the same or similar offenses when committed by others, and shall consider the employment history of the particular employee involved.

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

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

ARTICLE 5 - GRIEVANCE PROCEDURES

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

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

B. The purpose of the grievance procedure is to secure equitable solutions to

problems affecting employees arising under this agreement. The parties hereto agree that disputes shall be resolved at the lowest possible administrative level. Thus, those parties shall encourage the informal resolution of disputes by discussion of complaints between the individual employee and his/her Department Head, and/or between the Union and the lowest management representative with authority to resolve the grievance.

C. A grievance must be presented in writing to the Department Head within five (5) days after the occurrence of the grievance or after the employee becomes aware of an alleged violation of this Agreement.

D. Step One - After the timely submissions of a written grievance the affected employee and/or a Union representative shall discuss the matter with the Department Head, who shall pass upon same in writing within five (5) working days. In the event that the grievance is not satisfactorily adjusted within five (5) working days to the satisfaction of the employee and the Union, either the employee or the Union shall have the right to present a copy of the grievance, and the written decision of the Department Head, to the Business Administrator. Such presentation to the Business Administrator shall be made within five (5) working days from the decision of the Department head.

E. Step Two - The Business Administrator, or designee, shall investigate the grievance, which investigation shall include an opportunity for the employee or Union to be heard, and shall render a written decision on such grievance within ten (10) working days of receipt of the grievance. In the event the decision is unsatisfactory to the employee, or is not rendered within the time set forth above, such employee or the Union, may within fourteen (14) calendar days of the date such decision is issued, or was due to be issued, request arbitration of the dispute by notifying the Public Employment Relations

Commission (PERC). Such request shall be in writing. An arbitrator shall be selected from the list provided by PERC in accordance with PERC regulations. Nothing herein shall deny the parties from appointing an arbitrator with mutual consent. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall render a decision on the grievance within thirty (30) days of the date of the hearing unless such time is extended by mutual consent. The arbitrator's fee shall be paid equally between the parties. The decision of the arbitrator is final and binding upon all parties.

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

G. The grievant, the representatives of the Union, and any material witnesses to the proceedings who are Town employees shall be excused from work for such period as is necessary in order to permit them to attend such hearings as are scheduled without loss of pay.

ARTICLE 6 - ABSENCE FROM WORK

The parties hereto recognize that, on occasion, it shall be necessary for an employee, as a result of diverse circumstances, to be absent from work for periods of time. These circumstances include personal illness, illness or death of a family member, birth

or adoption of a child, disability, vacation and the like. These various reasons for being absent from work should be considered as a whole and read in conjunction with each other so as to ensure that employees are fairly treated and the needs of the community which depends upon the employees for vital services are adequately addressed.

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

1. During the first year of employment, each employee shall be entitled to one-and-one-quarter days of sick leave for each month of service.
2. For each subsequent year of employment, each employee shall be entitled to fifteen working days of sick leave for and during such year.

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

No employee shall abuse sick days, and the Town may, when reasonable, require proof of illness, disability, or disease from an employee who has or will be taking such leave. Such proof shall be in the form of a physician's note (for absences lasting in excess of five (5) working days), or such other evidence as may tend to establish a bona fide illness, disability, or disease. Failure to provide sufficient proof shall constitute good cause for the denial of sick leave and such absences shall not be considered authorized under

the provisions of this contract.

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

An employee out on sick leave shall be guaranteed that such employee's position shall be available to such employee upon his/her availability to return to work, subject to civil service rules respecting layoffs, bumping, disciplinary actions, and the like

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

C. Personal Leave - Each employee shall be entitled to a maximum of two (2) paid personal days per annum, in order to attend to urgent personal business. Such urgent business shall include, but shall not be limited to, additional time to bereavement leave as provided in paragraph D for the attendance at funerals, closing of title on a personal residence of the employee, ceremonies (including weddings, graduations, honors and awards events, religious matters, etc. relating to the employee, such employee's spouse or children), legal matters, or such other personal business as cannot reasonably be addressed outside of such employee's usual working hours. These provisions shall be

liberally construed in favor of the employee such that important events in the life of such employee not be missed. Any employee requesting personal leave shall provide five (5) working days' notice to such employee's Department Head (one day in the event of a funeral) of his/her intention to take personal leave, and permission for same shall not be unreasonably withheld. Personal days must be taken in half-day increments at the discretion of the employee. Personal days shall not accumulate from year to year.

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

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

Family leave under the NJFLA may be taken in such increments as circumstances dictate, provided that the maximum amount of family leave in any twenty four month period shall not exceed 12 weeks, or such other period as may by law be established. Family leave under FMLA may be taken according to the law and regulations provided that the

maximum amount of family leave in any twelve (12) month period does not exceed twelve (12) weeks.

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

1. After one (1) year of continuous service, and through the eighth such year, 13 working days per annum;
2. In the ninth (9th) year, and through the fourteen (14th) year, 15 working days, or three calendar weeks, per annum;
3. In the fifteenth (15th) year, and in each succeeding year, 20 working days or four calendar weeks.

As used herein, "continuous service" shall mean employment without interruption (except for absences on approved leaves, absences due to layoff, or such other absences where tacking is permitted under Civil Service Rules and Regulations, by statute, or by Ordinance) for the appropriate period. Entitlement to vacation shall accrue during the calendar year in which the anniversary of such employment occurs. (e.g. an employee hired on June 15th would be entitled to 18 calendar days of vacation in the calendar year commencing on the next January 1st).

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

1. No employee shall be permitted to take more than three (3) consecutive weeks of vacation;
2. Vacation periods shall commence on Monday and end on Friday, or on the first and last day of any work week, unless otherwise agreed

between an individual employee and the Town.

3. No employee shall be entitled to more than two (2) weeks of vacation during the months of June, July and August.

Vacation pay shall be established based upon the employee's base pay, exclusive of overtime. An employee who provides the Town with not less than two weeks' notice of a vacation period shall be entitled to be paid in advance of such period. An employee who resigns or is properly terminated shall be paid for unused vacation days.

Vacations shall be taken in the calendar year in which they are earned and shall not accumulate. In the event that extraordinary circumstances, beyond the control of the employer or employee preclude an employee from taking some or all of the vacation time to which such employee is entitled in a given calendar year, same may added to the time applicable to the successive year and taken during such successive year.

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

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	General Election Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Holidays falling on a Saturday will be celebrated on the previous Friday, holidays falling on a Sunday will be celebrated on the following Monday. No employee shall be paid for a holiday when such employee is absent on the day directly preceding same, unless on paid leave authorized pursuant to the terms of this agreement. When a holiday is celebrated during an employee's vacation period, such employee shall be entitled to an additional vacation day.

Should the Towns of Morristown and Municipal Employees' Association (MEA) agree to a different schedule of holidays for a given year (without altering the number of holidays in the year), then the holidays observed for Local 255 will be revised to conform to the MEA schedule.

H. **Jury Duty and Court Appearance** - In the event that an employee is summoned for jury duty, or is called as a witness in any court proceeding arising out of such employee's employment, during normal working hours, such employee shall be paid at his/her regular rate of pay. Upon receipt of the official summons or subpoena, the employee shall provide a copy of same to his/her immediate supervisor.

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

J. **Military Leave** - Employees shall enjoy such rights as are accorded to

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

ARTICLE 7 - WAGES AND HOURS

A. 1. **Rate of Pay** - Effective January 1, 2005, and each January 1st thereafter for the term of this Agreement, the employees shall receive the Consumer Price Index (CPI Northeast Urban NY/NJ/LI) for the preceding year plus one-half of one percent. The January 1st increase shall not be lower than 3% and shall not be greater than 4.5%.

2. Effective January 1, 2005, new Step 9 will be added to each job classification based upon the same formula currently being used to set steps (3% per step). Effective January 1, 2005, all employees at Step 8 will move to Step 9, and all employees not at Step 8 shall be placed at Step 8 and shall proceed to Step 9 in 2006 on their anniversary date. Salaries for 2005 and 2006 are set forth in Appendix A attached hereto. See footnotes to Appendix A for placement of employees within salary guide.

B. 1. **Hours of Work:** Except as hereinafter set forth, the workweek will consist of five consecutive work days, commencing on Monday and ending on Friday,

except in cases of a seven day schedule of operations, pursuant to which two days other than Saturday and Sunday may be considered regular days off during the workweek. The workday shall consist of seven (7) hour except for the Recreation Supervisor whose work day shall be eight (8) hours.

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

C. **Overtime** 1. The Town shall compensate any employee covered by this Agreement at the rate of one-and-one-half times such employee's straight time pay for any time paid in excess of forty (40) hours. Such time shall be accumulated and taken as compensatory time unless it is mutually agreed upon between the employee and management for the overtime to be compensated as cash.

The Town shall compensate any employee (except the Recreation Supervisor whose work week shall be considered forty (40) hours) covered by this Agreement at their straight time rate for any hours paid between 35-40. Such time shall be accumulated and taken as compensatory time unless it is mutually agreed upon between the employee and management for the overtime to be compensated as cash.

2. Each employee shall be paid at the overtime rate for any work performed on Saturday provided that if any employee's normal five-day workweek includes Saturday, such employee shall be paid at the overtime rate for any time worked on the sixth day of such employee's workweek.

3. Compensatory time (or cash overtime if mutually agreed to between the employee and management) shall accumulate for any time worked on a holiday at the rate of time and one-half.

ARTICLE 8 - EMPLOYMENT BENEFITS

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

1. The Town shall provide, at no cost to the employment, full Blue Cross and Blue Shield PACE coverage, including Rider "J" or, at its option, "Blue Select", or its equivalent, such coverage to be available to the employee and such employees dependents as defined under the respective policies of insurance. The benefits to be offered under the Blue Select or equivalent plan shall be as set forth in the memorandum agreement dated November 27, 1996* and incorporated into the previous contract between the parties.

Upon execution of the agreement, employees shall be responsible for paying 5% of the 2006 cost of health benefits (ie. for family coverage-currently an amount equal to \$860.00 for Blue Select and \$914.00 for the Traditional Plan). Effective January 1, 2007, and January 1, 2008, this amount shall increase an amount equal to the CPI (Northeast Urban) for the preceding year. This contract provision shall expire on December 31, 2008, unless otherwise agreed to between the parties. The deductions shall be made on a pre-

professional advancement, and such other notices and information as may be relevant to the employees covered by this Agreement. The Union shall have reasonable use of such bulletin boards for the purpose of posting notices respecting Union business or events. All Union notices will be approved and signed or initialed by an appropriate officer of the Union. The permission herein granted may be revoked if the Union posts derogatory or inflammatory material on such bulletin boards.

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

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

H. All of the rights, privileges and benefits which the employees presently enjoy, are retained by the employees, except as those rights, privileges, and benefits are specifically abridged and modified by as Agreement between the Town and Local 255.

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

I. **Other Benefits** - The Town shall continue to provide such other benefits as have been provided heretofore, pursuant to the terms of any previous collective

negotiations agreement or otherwise, and shall not terminate or modify same without negotiating such change in policy with the Union.

ARTICLE 9 - MANAGEMENT RESPONSIBILITIES

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

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

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

IN WITNESS WHEREOF, we have this 3rd day of August 2006, set our hand and seals.

THE TOWN OF MORRISTOWN

Michael F. Agnew

USWA, TCU, LOCAL 255, AFL-CIO

Edward J. Kohn

ATTEST:

ATTEST:

Rinda Potitowski

Shop Steward

John Fragg
Negotiating Committee

