

1141

LABOR AGREEMENT BETWEEN
THE BOROUGH OF MORRIS PLAINS
AND THE
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, LOCAL 866

FOR THE PERIOD:

January 1, 1992 through December 31, 1993

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ARTICLE II
RECOGNITION AND SCOPE

Section 1: The Borough hereby recognizes the Union as the sole and exclusive representative of all blue collar employees employed by the Department of Public Works and the custodian of the Buildings and Grounds Department of the Borough of Morris Plains, New Jersey, excluding all other employees, including police, craftworkers, confidential employees, managerial executives, professionals and supervisors within the meaning of N.J.S.A. 34:13A-1 et seq. as amended.

Section 2: Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Union in the above-defined negotiating unit.

ARTICLE III
MANAGEMENT RIGHTS

Section 1: (a) In order to effectively administer the affairs of the Borough and to properly serve the public, the Borough hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Borough;
2. To direct its working forces and operations;
3. To hire, promote, transfer and assign employees;
4. To demote, suspend, discharge and otherwise take disciplinary action against employees;
5. To take necessary action in emergencies;
6. To determine standard of selection for employment;
7. To determine standards of performance of employees;
8. To evaluate employee performance;
9. To maintain the efficiency of its operations including the right to reduce staff and lay employees off;
10. To determine and implement the technology of performing work;

11. To determine the methods, means, and personnel by which the Borough's operations are to be conducted;
12. To determine the content of job classification and descriptions;
13. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of the Borough.

The listing of the foregoing rights are not intended to be nor shall they be restrictive of or a waiver of any of the rights of management not listed herein whether or not such rights have been exercised by the Borough in the past.

(b) The Borough's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto shall be limited only by the terms of this Agreement and then to the extent same conform to laws of New Jersey and of the United States.

(c) Nothing contained in this Agreement shall operate to deny to, or restrict, the Borough in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or of the United States.

(d) Nothing contained herein shall abridge any other section of the contract.

ARTICLE IV
GRIEVANCE PROCEDURE

Section 1: Definition

A. Grievance - A grievance is any alleged violation of terms and conditions of employment as set forth in this Agreement or any dispute with regard to the agreement's meaning or application. The term grievance and the grievance procedure set forth herein shall not apply in the following instances:

(1) To matters which involve the interpretation or application of any Federal or State statutes or rule or regulation of any Federal or State agency and in which a method of review is prescribed by law, rule or regulation.

(2) To matters where the Borough is without authority to act.

B. Immediate Superior - An employee's immediate superior is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose

The purpose of the grievance procedure is to secure equitable solution to the problems affecting employees arising under this Agreement.

The parties agree that disputes shall be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure

A. An aggrieved employee or employees must present the grievance in writing to his immediate superior within five (5) working days of the occurrence of the matter complained of, or within five (5) working days after he (the grievant) would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

STEP 1: Once timely filed, the aggrieved employee, Union Shop Steward and Employees Supervisor shall discuss the grievance. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days by the Employees Supervisor, the grievance may be appealed to Step 2.

STEP 2: In the event there is not a satisfactory resolution of the grievance at Step 1 or an answer given within the time provided, the aggrieved employee may present his grievance with the Union Shop Steward to the Employees Committee Chairman of the Borough Council within five (5) work days thereafter. Upon receipt of the grievance, the Committee Chairman shall investigate the grievance and render a decision thereon within ten (10) work days.

STEP 3: In the event there is not a satisfactory resolution of the grievance at Step 2 or a decision rendered by the Committee Chairman of the Borough Council within the time provided, the aggrieved employee may present his grievance with the union business representative to the Employees Department Committee of the Borough Council. The Committee shall investigate the grievance and render a decision three (3) work days after the next Borough Council meeting.

STEP 4: If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey State Board of Mediation for arbitration. After the Board submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this agreement or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

The procedures set forth herein may be invoked only by an authorized representative of the Employer or the Union.

If the Employer fails to comply with the award of the Arbitrator or with the procedures of this Article, the Union has a right to take all legal and economic action to enforce compliance.

ARTICLE V

UNION REPRESENTATIVES

Section 1: Upon prior approval of the Chairman of the Borough Council Public Works Committee, accredited representatives of the Union may enter Borough facilities or premises at reasonable hours provided there shall be no interference with the normal operations of the business of Borough Government or normal duties of Borough employees. There shall be no Union business transacted nor meetings held on Borough time or property.

Section 2: One shop steward and one assistant shop steward may be appointed to represent the Union in grievance with the Borough provided that only one such representative participate in the grievance procedure at STEPS 1 and 2. The Union business representative and one shop steward may participate at STEPS 3 & 4 of the grievance procedure as the Union determines.

ARTICLE VI

HOURS OF WORK AND OVERTIME

(a) The basic workweek shall be forty (40) hours per week, exclusive of lunch, consisting of five (5) days at eight (8) hours per day.

(b) All work performed in excess of the normal workday of eight (8) hours shall be considered overtime and shall be paid at the rate of time-and-one-half as provided by applicable borough ordinance and policy.

(c) When an employee works less than one (1) hour of overtime, he shall be entitled to overtime pay (time-and-one-half) according to the following schedule:

(1) Eight (8) to fifteen (15) minutes: fifteen (15) minutes.

(2) Twenty-three (23) to thirty (30) minutes: thirty (30) minutes.

(3) Thirty-eight (38) to forty-five (45) minutes:
forty-five (45) minutes.

(4) Fifty-three (53) to fifty-nine (59) minutes: sixty
(60) minutes.

(d) Snow removal

(1) Employees who plow snow shall be given a fifteen
(15) minute break after each four (4) continuous hours
of work on the snowplowing detail.

(2) If an employee is recalled to duty, he shall
receive a minimum guarantee of three (3) hours of
compensation [work performed in excess of eight (8)
hours shall be considered overtime] for all work
performed under such circumstances, provided that said
recall duty is not contiguous with the employee's
normal shift.

(e) Borough fulltime Department of Public Works
Employees shall be given the opportunity to work
overtime before any other fulltime, parttime or
summertime employee is offered to work such overtime.

(3) The Borough shall have the right to retain the employee on duty for the minimum time period.

(e) Emergency. A department (or the governing body) may require any employee to be in attendance for work on any day or days whenever an emergency so requires.

ARTICLE VII

SALARY

Section 1. Effective January 1, 1992, employees shall receive a salary adjustment to their base salaries of 6.5% as shown on the attached Schedule (A).

Section 2. Effective January 1, 1993, employees shall receive a salary adjustment to their base salaries of 6.5% as shown on the attached Schedule (B).

Section 3. Effective January 1, 1992, each mechanic shall receive a \$350.00 per year tool allowance during this Agreement. The tool allowance shall be paid, in full or in part, upon submission of a voucher in accordance with procedures established by the Borough.

ARTICLE VIII

HOLIDAYS

Employees shall be entitled to holidays as provided by Borough Ordinance and Policy.

Section 1. All full-time and regular part-time officials and employees shall be granted twelve (12) paid holidays per calendar year. The Mayor and Council shall fix and determine, by resolution each year, what days of the year shall be holidays.

HOLIDAY PAY

Section 2.

(a) An employee may be required to work on any holiday designated by resolution of the Borough Council if the department head determines it to be in the interest of the borough or in the event of an emergency:

(1) Subject to the provisions of Paragraph (a)(2)hereof, no employee shall be paid for a holiday unless he reports for work, on the working day before a holiday and the next working day following said holiday, at his regular starting time.

(2) The requirements of Paragraph (a)(1) of this section shall not apply if the employee:

(i) Has a bona fide illness; or

(ii) Has been granted a leave of absence for the working day following a holiday by the Mayor and Council or the Chairman of the Committee in charge of his department.

(b) Upon passage of the resolution, copies will be posted on the bulletin boards in the Borough Hall, Public Works and Police Department.

(c) Should an official holiday be observed during an employee's vacation, that employee shall be entitled to an additional vacation day.

(d) Should an official holiday occur while an employee is on sick leave, that employee shall not have that holiday charged against his/her sick or vacation leave time.

ARTICLE IX

VACATIONS

Employees shall be entitled to vacations as provided by Borough Ordinance and Borough Policy.

Section 1. - POLICY

(a) Regular part-time employees are entitled to one (1) week of paid vacation after completion of one (1) year of service.

(b) Vacations are permitted under the following rules to employees continuing in the service of the borough.

(c) The administration of the plan under these rules and the maintenance of the records is the responsibility of the Borough Clerk.

Section 2. - QUALIFYING FOR VACATION

(a) One (1) week of paid vacation will be allowed after the completion of six (6) months of service, calculated from the date of hire.

(b) Employees who have a continuous service record of one (1) year or more, but fewer than six (6) years, will receive ten (10) days of vacation, with pay.

(c) An employee with fewer than six (6) years of service may receive a maximum of ten (10) days of vacation in any calendar year.

(d) Vacation days may be taken as follows:

(1) One (1) but fewer than six (6) years of service
- Those with one (1) or more years, but fewer than six (6) years of continuous service, are permitted ten (10) days of vacation.

(2) Six (6) or more years of service - The total vacation permitted these employees is:

(i) Six (6) through ten (10) years: ten (10) days, plus one (1) additional day for each year over five (5) years [maximum three (3) weeks].

(ii) Eleven (11) through fifteen (15) years; fifteen (15) days.

(iii) Sixteen (16) through twenty-five (25) years: fifteen (15) days, plus one (1) additional day for each year over fifteen (15) years [maximum five (5) weeks].

(e) When an employee's anniversary date falls within the current year, the additional vacation may be taken any time during the year. It need not be deferred until after the actual anniversary date.

Section 3. - GENERAL VACATION RULES.

(a) Vacations may be taken any time between January 1 and December 31, subject to the convenience of the department head.

(b) Vacations may begin on any working day.

(c) For regular, full-time employees, length of service, for the purpose of determining vacations, is calculated from the date of hire.

(d) A schedule of regular vacation shall be approved by each department head and reported to the governing body.

(e) Any employee whose vacation period includes a holiday falling on a regular workday will be entitled to a vacation day in lieu of the holiday (as with Christmas or Independence Day). If the vacation period includes an emergency closing, the employee will not be entitled to a vacation day in lieu of the emergency closing.

(f) Employees may request vacation salary one (1) month in advance for the period they will be away. Approved schedules of regular vacation shall constitute approval of payment of vacation salary in advance, which will be payable no sooner than the regular payday preceding the vacation period.

(g) No monetary consideration in lieu of vacation will be allowed to employees continuing in borough service.

(h) Inasmuch as no payment in lieu of vacation is made to employees who retire for reasons other than disability, all vacation must be taken prior to the date that retirement becomes effective.

(i) If the length of the employee's vacation is such that full vacation for the year of retirement cannot be taken between January 1 and the effective date of retirement, the employee may take full vacation immediately back into the preceding year.

Section 4. - DEFERRED VACATIONS

(a) Reasons for deferment

(1) The governing body may, by resolution, grant deferments of vacation to the following year to:

(i) Take advantage of an unusual recreational opportunity (such as an extended trip) or for special personal projects, provided that at least one (1) full week is deferred and the total resultant vacation in the following year does not exceed eight (8) weeks.

(ii) Enable an employee to take the balance of vacation unavoidably postponed by disability. Any portion of the vacation which can be taken during the current year should be taken.

(2) The intent of the vacation plan is that employees take their full vacation in each calendar year. Any employee's request for deferment of vacation should be in writing to the department head.

(b) Deferments may not be made for more than one (1) year.

(c) In scheduling, current vacations should, as far as possible, be given precedence over deferred vacations.

(d) In case of resignation or termination, payment may be made in lieu of both deferred and current vacation.

Section 5. - VACATION INVOLVING DISABILITY

(a) Vacations may not be granted to employees who are on disability.

(b) Requests to take vacation on the part of employees who are working short hours following a period of disability should be discouraged.

(c) Employees on disability must be approved for a return to duty on a full-time basis before vacations are granted. They may, however, start on vacation immediately following a return to work, if the use of vacation is approved.

Section 6 - VACATION AND RESIGNATION

(a) Once an employee has announced plans to resign, vacation should not be allowed.

(b) Occasional exceptions to this rule may be made at the governing body's discretion, where vacation is needed for an urgent purpose or where notice of intention to resign is given a considerable time in advance, as in the case of relation.

(c) Vacation days should never be taken within three (3) days of the effective date of resignation.

Section 7 - PAYMENT IN LIEU OF REGULAR VACATION

(a) Any full-time, regular employees who resign or are terminated with six (6) or more successive months' service will receive payment in lieu of unused vacation days.

(b) In cases where disability results in retirement on account of disability, payment in lieu of vacation will be allowed.

(c) In cases of death, either in active service or while on disability, payment in lieu of vacation is allowed. Payment in lieu of vacation will be for the full amount of unused days for which the employee would have been eligible during the year in which the last day of active service preceding death occurred.

(d) In cases where an employee resigns while on leave of absence, payment in lieu of unused vacation may be allowed.

(e) No payment in lieu of regular vacation is to be allowed in cases of retirement for reasons other than disability, but rather are to be used to determine the retiring employee's effective date of retirement.

ARTICLE X
HOSPITALIZATION, INSURANCE, AND
STATE DISABILITY PLAN

A. The Borough provides hospitalization and medical insurance, major medical insurance and dental insurance as set forth in plans, copies of which are on file with the Borough Clerk. Coverage is provided as determined by said plans for employees and their dependents. Effective January 1, 1988, and thereafter, the deductible for health insurance will be \$200.00 provided, however, deductible is made applicable to all Borough employees covered under the Health Insurance plan. The Borough provides Health Insurance plan after two (2) months employment. The Borough may change to a different provider for hospitalization, medical, major medical and/or dental insurance plans during the term of this Agreement provided that employees shall receive benefits equal to or better than the existing Health Insurance Plans.

B. The Borough also provides a \$10,000.00 life insurance policy to each employee after three (3) months employment.

C. The Borough provides New Jersey State Disability Plan.

ARTICLE XI

SICK LEAVE

Effective January 1, 1990, all prior Borough of Morris Plains ordinances, resolutions or policies concerning sick leave concerning employees covered under this union contract are superceded by the terms of this Article.

Employees covered by this union contract will receive 12 sick days per year effective January 1, 1990. Employees will be permitted to accumulate unused sick days up to a maximum of 200 days.

Employees covered under this union contract are not entitled to any sick days during the first (3) three months of employees probationary period from date of employment.

Employee is entitled to (12) twelve days sick leave upon completing his first (3) three months of employment.

Upon severing employment employees covered under this union contract will be paid for accumulated sick days based upon a percentage of the employee's sick days at the employee's prevailing hourly rate in the following manner:

1. Upon retirement 50% of accumulated sick days
2. Upon employee's death,
 family shall receive 50% of accumulated sick days
3. Upon being laid off 50% of accumulated sick days
4. Upon voluntary leaving 25% of accumulated sick days
5. Upon being discharged 0% of accumulated sick days

ARTICLE XII
LEAVES OF ABSENCE

Leaves of Absence shall be provided to employees covered by this agreement in accordance with applicable state statutes, Borough ordinances and Borough policies.

Section 1. - SICK LEAVE

(a) DEFINITIONS. As used in this Article, the following terms shall have the meanings indicated:

SICK LEAVE is defined as the absence from duty of an officer or employee because of illness, accident or exposure to contagious diseases. A certificate by a reputable physician in attendance upon any officer or employee may be required as proof of need of "sick leave."

(b) Employees using sick leave for three (3) or more consecutive working days must provide a doctor's certificate.

(c) Sick leaves extension. Extension of sick leave beyond the maximum allowed in the schedule set forth shall require special approval of the Borough Council.

(d) Regulations

(1) Effective January 1, 1992, three (3) hours of each workday shall be the smallest unit to be considered in computing sick leave used.

(2) Sick leave shall not be allowed for ordinary medical appointments, since such professional services are readily available outside of normal working hours.

(e) Procedure

(1) An employee who becomes ill is responsible for notifying his/her supervisor within one-fourth (1/4) hour of the scheduled starting time, either personally or through an emissary.

(2) Each department head will maintain records for each employee upon which he/she shall record the total sick leave used. All sick leave earned and used for each completed continuous service year shall be shown on this record.

(3) In protracted illnesses or disability, weekly or biweekly health reports may be requested by the Borough Council. The choice of the reporting physician, attending or borough-designated, is at the discretion of the borough.

Section 2. - ILLNESS OR INJURY IN LINE OF DUTY

(a) In case an employee is disabled, either through injury or illness as a result of or arising from his/her employment, as evidenced by the certificate of a physician licensed to practice in the State of New Jersey, he/she shall be granted a period of thirty

(30) days' leave with full pay before the sick leave hereinbefore specified shall begin. Such thirty-day initial period shall be granted each time an employee is disabled in the line of duty. Should further additional leave be necessary, because of accident or sickness incurred in line of duty, it may be granted up to a total of one (1) year by action of the Council.

(b) Any employee on sick leave receiving his normal compensation who, in addition, qualifies for payments under workers' compensation weekly benefits, shall, during the period he is receiving such weekly benefits, be entitled only to that portion of his regular salary which, with the workers' compensation payment, equals his normal salary.

(c) Procedure - Any employee injured on the job should report the accident immediately to his/her supervisor. Depending on the degree of injury, the department head or his/her representative shall obtain emergency medical aid or arrange for the employee to see a physician.

(d) As soon as practicable, the employee shall complete an accident report form at the Borough Clerk's office. If this cannot be done, the department head shall arrange to have the form completed.

(e) A physician's diagnosis, including prognosis, should be submitted to the department head in support of any request for leave to extend beyond one (1) week.

(f) The fact that the injury or illness is job-related should be reported to all medical personnel and services who should send bills and reports directly to the Borough Clerk's office. The Borough Clerk shall file all reports and bills with the insurance company.

(g) If an employee will be unable to work for a period exceeding the initial thirty-day leave set forth in Section 2(a) herein, and the employee's unused sick leave, the department head should so notify the Borough Council for possible extension of leave.

Section 3 - BEREAVEMENT

(a) Policy

(1) All full-time employees of the Borough shall be granted a bereavement leave up to three (3) days off with pay, upon the death of any member of his/her family. The term "member of his/her family" is defined as follows:

Father or stepfather	Mother or stepmother
Father-in-law	Mother-in-law
Brother	Sister
Brother-in-law	Sister-in-law
Son-in-law	Daughter-in-law
Spouse	Child
Foster child	Grandmother
Grandfather	Grandchild
Relative residing with employee	

(2) A one-day bereavement leave, with pay, is granted to an employee to attend the funeral of an uncle, aunt, nephew, niece or cousin of the first degree of the employee or spouse of the employee.

(b) Procedure

(1) Prior to absence from duty, if possible, or not later than 12:00 noon of the first day of absence, an employee shall request bereavement leave to the department head, stating specifically the relationship between the deceased and the employee and the date(s) upon which the absence is requested.

(2) Prior approval from the department head is required for one-day bereavement leave. If requested, proof must be furnished to the department head as to the relationship of the person involved.

Section 4. - TERMINATION LEAVE

(a) Upon completion of service with the borough, terminal leave pay shall be made pursuant to the appropriate labor contract in effect at the time.

(b) Employees not covered by contractual agreement. The same shall be in accordance with the ordinance which shall apply only to regular full-time employees

of the Borough retiring on a service pension after twenty-five (25) years of continuous service with the Borough.

(c) Termination leave with full pay, computed at the employee's basic daily wage rate at the time of retirement, shall be provided to such employee on the basis of one (1) full day's pay for each full year of service with the Borough, prior to the employee's written request for retirement. Termination leave shall be provided to the employee following receipt by the Borough of the employee's proper application for retirement and written notice of the approval thereof by the New Jersey Division of Pensions. Such leave shall be granted by the Borough prior to the employee's effective date of retirement.

Section 5. - JURY DUTY AND COURT APPEARANCES

(a) The Borough Council strongly endorses the concept of civic responsibility.

(b) Department heads are encouraged to aid the employee when he/she may be summoned by the court for jury duty or called as a witness. Only in rare

instances is an exception sanctioned. The court may be a state, federal, county or municipal court.

(c) Appearance in court in connection with official duties is considered normal duty time. Appearance in court at the call of government, when not job-related, is chargeable to a personal leave day.

(d) The employee is paid his/her full salary, and compensation paid by the court is to be turned over to the Borough.

(e) Procedure. The employee will present the official summons for jury duty immediately upon receipt to his/her department head. The department head will forward the official notice to the Borough Council for further processing.

Section 6. - MATERNITY LEAVE

(a) Maternity leave is to be treated as any other disability, and employees may use their sick time and vacation time for maternity purposes.

(b) Procedure. All requests for maternity leave shall be in writing to the department head as soon as practicable, stating the approximate date leave will begin and probable date of return to work.

Section 7. - LEAVE OF ABSENCE WITHOUT PAY

(a) A permanent employee may be granted a leave of absence without pay with the approval of the Borough Council for a three-month period. Each case is considered on its merit and does not set precedent. Leaves may be requested for temporary incapacity, attendance at school or job-related advanced study, national emergencies and any other valid reason acceptable to the Borough Council.

(b) Procedure

(1) An employee requests leave by submitting a detailed written notice to his/her department head. This is submitted to the Borough Council with the supervisor's recommendation.

(2) All data on the request for leave shall be submitted to the Borough Council. The final decision is made by the Borough Council.

(3) An employee on leave will not be entitled to benefits for the duration of the leave; however, upon return from leave, the employee will be entitled to a position of equal status and pay to that which was held when the employee went on leave.

Section 8 - RETURN TO DUTY

(a) As a general policy, employees absent from work for three (3) consecutive days due to sickness, accident or injury will be required to bring a doctor's certificate to the department head stating that the employee is capable of returning to normal duties. Any employee using sick time may be required to bring in such a certificate.

(b) Additionally, employees returning to work following an approved leave of absence for thirty (30) or more days shall notify, in writing, their department head five (5) working days prior to scheduled return.

ARTICLE XIII
SPECIAL LEAVE OF ABSENCE FOR FULFILLMENT
OF MILITARY SERVICE OBLIGATION

Section 1 - Temporary Military Service

(a) Any full-time employee who, prior to commencement of full-time employment with the Borough, shall have incurred commitments for temporary service in the National Guard of the State of New Jersey or the various branches the United States Military Reserve and who shall have completed at least six (6) months of continuous employment with the Borough shall be allowed leave of absence for the purpose of fulfilling military commitments for a period of time not exceeding two (2) weeks in any one (1) calendar year.

(b) During such leave, the employee shall maintain regular full-time employee status for the purpose of insurance, pension, vacation, sick leave and all other employee benefits, and the time of allowed absence shall be considered as continuous service for purposes of such benefits. During such leave, the salary of any employee shall be continued at the rate then prevailing, diminished, however, by the amount of

military pay and allowances received by such employee as compensation during the allowed absence. All military leave is subject to state statutes.

(c) Procedure. Official orders will be presented to the department head by the employee immediately upon receipt of such orders. The department head will forward said document to the Committee Chairperson.

Section 2. - Military Service

An employee, other than a person holding a position for a fixed term or period, who enters the military service in time of war or emergency or for any period of training or pursuant to any selective service system shall be entitled to a leave of absence without pay.

ARTICLE XIV

PERSONAL DAY

Each employee shall be entitled to an allowance of three (3) work day's leave upon written request to, and the approval of, his department head for the following reasons:

- A. Court subpoena
- B. Marriage of employee
- C. Personal business which cannot be attended to outside of work hours
- D. Established religious days.

ARTICLE XV
BULLETIN BOARD

As hereinafter provided, the Borough shall permit the Union reasonable use of a bulletin board of 2' x 2' located in the work area at the Borough Garage for the posting of notices concerning Borough business and activities, provided any such notices shall not contain derogatory, defamatory, salicious, inflammatory or anonymous material. Posting by the Union on such bulletin board shall be confined to official business of the Union. The Union agrees that there shall be no distribution of handbills or other Union material on Borough time or property except for the notices which have been posted on the aforesaid bulletin board. Notices to be posted by the Union shall be approved in advance by the Chairman of the Public Works Committee of the Borough Council or his designated representative. At the sole discretion of the Superintendent any material which does not conform with the intent and provision of this Article may be removed by the Superintendent or his designee.

ARTICLE XVI

WORK RULES

The Borough may adopt and post or otherwise disseminate such rules and regulations as it may desire governing the operation of the Morris Plains Department of Public Works and Buildings and Grounds Department. The Borough has adopted work rules currently in force which set forth procedures and policies governing certain aspects of the operation and administration of said Department.

1. Summer-Time or Part-Time employees will not be allowed to operate any Road Department vehicle other than a pick-up truck.
2. Safety Shoes: Safety shoes shall be worn by employees at all times while in the course of employment. Employee's shall have a choice of any safety shoe in catalog except "cowboy boot" type of safety shoes.
3. In the event the Borough changes work rules governing terms and conditions of employment of employees covered under this Agreement, any employee may grieve such change(s).

ARTICLE XVII

LONGEVITY

Employees covered under this union contract are entitled to longevity as set forth in Borough Ordinance No. 2-90. All employees of this contract hired after January 1, 1990 shall not be entitled to longevity pay.

Entitlement

All full-time employees hired prior to the effective date of this contract are entitled to longevity pay on their anniversary as follows:

CONTINUOUS YEARS OF SERVICE	AMOUNT OF LONGEVITY PAY
1 to 4	None
5 to 10	\$300.00
11 to 14	\$450.00
15 to 18	\$550.00
19 to 21	\$650.00
Over 21	\$750.00

For the purposes of longevity, an employee's anniversary date of hire is to be used. Longevity pay, as provided by this contract, shall be paid simultaneously with regular pay.

ARTICLE XVIII
DEDUCTIONS FROM SALARY

Section 1: The Borough agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. Such deductions shall be in accordance with N.J.S.A. 52:14-15.9(e), as amended. Monies deducted, together with records of any corrections, shall be transmitted to the Union Office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made. Employees may withdraw from payroll deductions in accordance with said statute.

Section 2: If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough Treasurer written certified notice prior to the effective date of such change.

Section 3: The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms, and deliver the signed forms to the Borough Treasurer or his designee. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Borough in reliance upon salary deduction authorization cards submitted by the Union.

Section 4. Employees covered under this contract will contribute \$50.00 per year @ \$2.00 per pay period toward the cost of Health Insurance Plan provided by the Borough effective January 1, 1992.

ARTICLE XIX
WORKING CONDITIONS

Working conditions are governed by safety rules and regulations and work rules promulgated by the Borough Council which are currently in force and effect. These regulations include the issuance of uniform and use of rain gear and safety equipment.

(1) The Borough will provide for receipt of telephone calls to the Department of Public Works Office between 6:45 and 7:00 a.m. Employees may designate in writing a spouse or other person authorized to advise of employee's illness which prevents attendance of work.

(2) The Borough will provide nine (9) uniform changes per week for employee.

(3) The Borough for safety conditions whenever work is performed on catch basins and on the wood chipper a minimum of two (2) men is required.

(4) The Borough will provide seven (7) T-shirts per year to each employee per year covered under this contract.

ARTICLE XX

AGENCY SHOP

Section 1. Pursuant to the provisions of the New Jersey Employer Employee Relations Act, as amended, all employees in this negotiating unit who are not now or subsequently elect not to be members of the Union or who hereafter may be employed and who, after ninety (90) days of employment choose not to become members of the Union, shall have deducted from their pay on a monthly basis a fair share representation fee in lieu of dues equivalent to eighty-five (85%) percent of the dues charged by the Union to its members.

Section 2. In addition, there shall be deducted such amounts as represent eight-five (85%) percent initiation fees charged by the Union to its members. Such deductions shall be made on the same basis and for the same period as are made from members, and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payment is made to the Union for member's deductions.

Section 3. The Union shall indemnify, defend and save the Borough of Morris Plains harmless against any and all claims, damages, suits or other forms of liability as may arise out of or by reason of action taken by the Borough in reliance upon the fair share fee and computation thereof submitted by the Union to the Borough.

Section 4. Local 866 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership Local 866 shall be available to all employees in the unit on an equal basis at all times. In the event Local 866 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE XXI

SEPARABILITY AND SAVINGS

If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other tribunal of competent jurisdiction, such provisions shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXII
PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of 6 months as determined by Ordinance No. 2-90 concerning the establishment of pay grades, salaries and benefits for the Department of Public Works and Building and Grounds Custodian of the Borough of Morris Plains. During this probationary period, any employee terminated shall not have the recourse through the grievance procedure set forth in this Agreement may not file any grievance.

All employees hired during the term of this agreement after three (3) months of their six (6) months probationary period will be allowed to become a member of Teamsters Local 866 Union.

After three (3) months probationary period employee is entitled to uniforms and boots.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV

SENIORITY

A. Seniority is defined as continuous employment with the Borough from date of last hire.

B. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operation of the Borough.

ARTICLE XXV

EDUCATION

Section 1.

Effective January 1, 1992, if the Borough requires any employee covered by this Agreement to acquire either of the licenses or certifications set forth in Section 2, said employee shall receive the following compensation:

\$250.00 upon successful completion of the training course and receipt of initial license or certification;

\$100.00 upon successful completion of refresher course and receipt of renewal license or certification.

Section 2.

Effective January 1, 1992, the training courses covered by this Article are as follows:

- A. Certified Pool/Spa Operator's Training Course.
- B. N.J. Insecticide Training Course.

ARTICLE XXVI

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992, and shall remain in full force and effect through December 31, 1993. If the Union desires to modify or terminate this agreement, at most, not later than September 30, 1993, it must give written notice of its intention and furnish a copy of its proposals to the Borough. In the event no such notice and proposals are received by the Borough on or before September 30, 1993, and the Borough does not wish to modify this agreement, then in that event, this agreement shall continue in effect from year to year after December 31, 1993 subject to modification or termination by either party in accordance with the terms outlined herein.

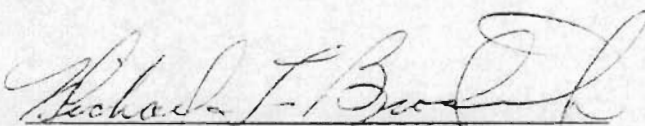
IN WITNESS WHEREOF, the parties through their duly authorized representatives have hereunto affixed their signatures on the day and year first above written.

BOROUGH OF MORRIS PLAINS

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 866



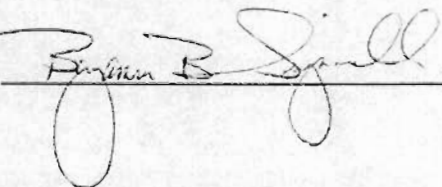
Frank C. Druetzler, Mayor



Richard T. Borch
President
Business Representative



Ruth C. Mills, Borough Clerk



Benjamin B. Spill

SCHEDULE A
1992 PAY SCHEDULE

<u>MECHANICS PAY GRADES</u>	<u>SALARY RANGE</u>
1A - PROBATIONARY MECHANIC	\$ 10.00 per hr.
2A - ASSISTANT MECHANIC	\$10.65 to 12.17 per hr.
3A - ASSISTANT DIESEL MECHANIC	\$10.65 to 14.60 per hr.
4A - MECHANIC	\$11.08 to 15.42 per hr.
5A - ASSISTANT SENIOR MECHANIC	\$11.08 to 16.93 per hr.
6A - SENIOR MECHANIC	\$11.08 to 19.38 per hr.
7A - MASTER SENIOR MECHANIC	\$11.08 to 20.98 per hr.

<u>SHOP PAY GRADES</u>	<u>SALARY RANGE</u>
1B - PROBATIONARY LABORER	\$ 10.00 per hr.
2B - LABORER	\$10.65 to 12.17 per hr.
3B - TRUCK DRIVER	\$10.65 to 14.60 per hr.
4B - SENIOR TRUCK DRIVER	\$11.08 to 15.42 per hr.
5B - OPERATOR	\$11.08 to 16.93 per hr.
6B - SENIOR OPERATOR	\$11.08 to 19.38 per hr.
7B - MASTER SENIOR OPERATOR	\$11.08 to 20.98 per hr.

<u>BUILDING AND GROUNDS PAY GRADE</u>	<u>SALARY RANGE</u>
i - CUSTODIAN	\$10.65 to 12.17 per hr.

SCHEDULE B
1993 PAY SCHEDULE

MECHANICS PAY GRADES

SALARY RANGE

1A - PROBATIONARY MECHANIC	\$ 10.65 per hr.
2A - ASSISTANT MECHANIC	\$11.34 to 12.96 per hr.
3A - ASSISTANT DIESEL MECHANIC	\$11.34 to 15.55 per hr.
4A - MECHANIC	\$11.80 to 16.42 per hr.
5A - ASSISTANT SENIOR MECHANIC	\$11.80 to 18.03 per hr.
6A - SENIOR MECHANIC	\$11.80 to 20.64 per hr.
7A - MASTER SENIOR MECHANIC	\$11.80 to 22.34 per hr.

SHOP PAY GRADES

SALARY RANGE

1B - PROBATIONARY LABORER	\$ 10.65 per hr.
2B - LABORER	\$11.34 to 12.96 per hr.
3B - TRUCK DRIVER	\$11.34 to 15.55 per hr.
4B - SENIOR TRUCK DRIVER	\$11.80 to 16.42 per hr.
5B - OPERATOR	\$11.80 to 18.03 per hr.
6B - SENIOR OPERATOR	\$11.80 to 20.64 per hr.
7B - MASTER SENIOR OPERATOR	\$11.80 to 22.34 per hr.

BUILDING AND GROUNDS PAY GRADE

SALARY RANGE

1 - CUSTODIAN	\$11.34 to 12.96 per hr.
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