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TOWN OF MORRISTOWN
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RESOLUTION R- -2013

RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE TOWN OF MORRISTOWN AND MUNICIPAL EMPLOYEES ASSOCIATION

WHEREAS, the Municipal Employees Association (the "Association") is the Association representing all regularly employed, full-time "blue collar, service and clerical municipal employees, except those covered under the terms of collective negotiations agreement with any other Union or serving at the pleasure of the Mayor or Council or "confidential employees" as defined in N.J.S.A. 34:13-1 et seq.; and

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

WHEREAS, the negotiations between the Town and the Association have been successful, resulting in an Agreement between the parties for the term beginning January 1, 2012 and ending December 31, 2014; and

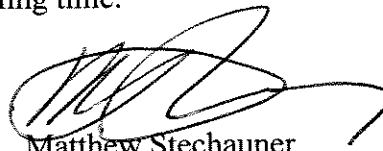
WHEREAS, it is in the best interests of the Town of Morristown to sign the Agreement between the Town of Morristown and the Association to ensure the uninterrupted operation and function of local government.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Morristown, being the governing body thereof, that the terms of the Agreement between the Town of Morristown and the Municipal Employees Association for the term beginning January 1, 2012 and ending December 31, 2014 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 Municipal Employees Association for the term beginning January 1, 2012 and ending December 31, 2014.

I 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 a regular meeting held on Tuesday, September 10, 2013, at the Council Room at 200 South Street, Morristown, New Jersey, beginning at 7:30 p.m., prevailing time.

DATED: September 11, 2013


Matthew Stechauner
Town Clerk

RW/ALH

COLLECTIVE NEGOTIATIONS AGREEMENT

between

THE TOWN OF MORRISTOWN

and

THE MUNICIPAL EMPLOYEES ASSOCIATION

EFFECTIVE:

JANUARY 1, 2012

through

DECEMBER 31, 2014

RW/Utton

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Article 1: Duration

This contract shall be effective January 1, 2012 through December 31, 2014. This agreement is intended to be the complete and final agreement between the Town of Morristown, a Municipal Corporation of the State of New Jersey, (the "Town" or the "Municipality") and the Municipal Employees Association, (the "Association" or "MEA"). In the event no successor agreement is reached by December 31, 2014, this agreement shall continue in full force and effect until such time as a new agreement is reached.

Article 2: Recognition; Scope of Coverage

A. The Town hereby recognizes the Association as the sole and exclusive representative of the employees in the negotiating unit as hereinafter defined. All individuals and titles heretofore subject to the terms and conditions of any contract between the Association and the Town shall continue to be covered under the terms of this contract, with such exceptions as have been provided in writing. All "blue collar", full time, employees of the Town, service and clerical personnel, heretofore covered by MEA contracts, and excepting those covered under the terms of a collective negotiations agreement with any other Union, those employees serving at the pleasure of the Mayor or Council, and "confidential employees" as defined by *N.J.S.A. 34:13-1, et seq.*, generally, and *N.J.S.A. 34:13-3(g)* in particular, shall be covered under the terms of this agreement. The list of titles annexed hereto shall be presumed to define the scope of coverage.

B. In the event that a dispute arises between the Town and the Association 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 ("PERC") 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

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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 Association because of membership in or activity with the Association. Neither shall the Association attempt to coerce any municipal employees who have chosen not to become members to join. Both the Town and the Association shall comply with all requisite federal and state laws respecting invidious discrimination, including, but not limited to, the Law Against Discrimination, *N.J.S.A. 10:1-1 et seq.*

E. The Town shall deduct, subject to written authorization of each employee in the bargaining unit, from the pay of all employees covered by this Agreement such dues and assessments as are provided for by the Association's duly enacted rules and by-laws. All such deductions shall be paid to the appropriate Officer of the Association on a monthly basis, not later than the fifteenth (15th) 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 Association, in the amount of 85% of the regular membership fees and dues paid by members, or such lesser amount as the Association may by regulation adopt. The Association shall comply with the provisions of *N.J.S.A. 34:13A-5.4(2)(c)* and (3). The Association shall also provide the requisite dues deduction forms and deliver same, duly executed, to the Town Director of Revenue and Finance or his designee. The Association 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 Town and the Association 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. Negotiations concerning wages, hours, and conditions of employment shall be conducted on behalf of the Association by its President and such other representatives of the Association, not to exceed five (5) in number, as the Association may select for that purpose. Counsel for the Association shall also be permitted to attend all collective negotiations

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sessions. The Town shall be represented by the Mayor or his designee, and such other employees, officers, or representatives of the Town as it shall deem appropriate, not to exceed five (5) in number without notifying the Association of the intention to do so in advance of such meeting.

C. Negotiations on any issue subject to same shall be held at a time and place which is mutually convenient to the parties, and provided that same do not adversely affect the efficient operation of the Municipal Government. Unless otherwise agreed, it shall be presumed that all such negotiations shall be undertaken in the Morristown Municipal Building.

D. Any five (5) members of the Association appointed for the purpose of negotiating with the representatives of the Town on behalf of the Association shall be excused from their work assignments without loss of pay in order to attend such negotiations, provided that their absence from their positions does not unreasonably interfere with the efficient operations of the Municipal Government. Every effort shall be made to ensure that all meetings are held at times convenient to the representatives of the Association.

Article 4: Discipline

A. No permanent employee, as hereinafter defined, shall be disciplined or discharged without just cause. Provisional and temporary employees may be disciplined or discharged only in accordance with Civil Service rules and regulations. No discipline shall be assessed against an 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 such discipline is either an oral or written reprimand. For the purposes of this section, "discipline" shall be defined as any 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. However, the Town will provide written record in the employee's personnel file in order to document such minor disciplinary action as such may be used in progressive discipline as required by Civil Service rules and regulations.

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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 Association, through its President or such other representative(s) of the Association as may be designated by the President. 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 minor disciplinary actions, 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 and be entitled to those remedies as provided by applicable Civil Service law and regulations.

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.

E. Every DPW employee must wear his/her uniform, clothing and shoes on all working days. The uniform must be clean. In the event of a violation of this provision, discipline shall be imposed as follows:

1. For the first (1st) offense, a written warning shall be issued;
2. For the second (2nd) offense, the employee shall be directed to punch out and secure a regulation uniform. The employee shall be docked for the time absent from work. Failure to return to work in a timely fashion shall result in additional disciplinary action;
3. For the third (3rd) offense, a one (1) day suspension;
4. For the fourth (4th) offense, a suspension of up to three (3) days without pay;
5. For a fifth (5th) offense, such discipline as may be deemed appropriate, up to and including termination from employment.

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Compliance with the above regulations will be determined by management. This provision does not limit management if more severe disciplinary action warranted in its sole discretion as defined in Title 4A of the New Jersey Department of Personnel rules and regulations.

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 an interpretation of this agreement. Grievances arising out of this context and not arising from a dispute concerning personnel policies and administrative decision affecting the welfare of an employee covered under this Agreement shall be referred to as contractual grievances. Contractual grievances shall be arbitrable and shall include minor discipline.

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 through Step 2 below.

As herein employed, "**immediate supervisor**" means the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

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, the parties shall encourage the informal resolution of disputes by discussion of complaints between the individual employee and his immediate supervisor and/or between the Association and the lowest management representative with authority to resolve the grievance 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.

C. Only the Association may submit a grievance. Such grievance must be presented in writing to either the immediate supervisor or the lowest management

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representative with authority to resolve same within ten (10) working days of the date of the occurrence which gives rise to the grievance. The ten (10) day period herein established shall commence to run on the date the employee knew, or with reasonable diligence, would have known of the occurrence. The failure on the part of the employee or the Association to act within such time shall constitute a waiver of the grievance. The grievance process shall be undertaken as follows:

STEP ONE: After the timely submission of a written grievance, the affected employee or a representative of the Association shall discuss the matter with the **immediate supervisor**, who shall pass upon same in writing within five **working (5) days**. In the event that the grievance is not satisfactorily adjusted within five (5) working days to the satisfaction of the employee and the Association, either the employee or the Association shall have the right to present a copy of the grievance, and the written decision of the **immediate supervisor**, to the **Department Head**. Such presentation shall be undertaken in writing within five (5) working days of the date of the decision by the **immediate supervisor** or within five (5) working days after the time period accorded to the **immediate supervisor** in which to make a decision has expired.

STEP TWO: The **Department Head** shall review the grievance and shall pass upon the merits of same in writing within five (5) working days. Should the decision be unsatisfactory to the employee, or should the **Department Head** fail to render a decision in a timely fashion, either such employee or the Association may present the grievance in writing to the **Business Administrator**, or such other Officer as the **Business Administrator** may designate. Such presentation shall be undertaken within five (5) working days of the date upon which the **Department Head** renders a written decision, or within five (5) working days after the time accorded to the **Department Head** in which to make a decision has expired.

STEP THREE: Upon receipt of the grievance, the **Business Administrator**, or such other officer as shall be designated to consider the matter, shall investigate the grievance, which investigation shall include an opportunity for the employee and/or the Association to be heard, and shall render a written decision on such grievance within ten (10) business days of receipt of the grievance. In the event that the decision is unsatisfactory to the employee, or is not rendered within the time set forth above, the Association may, within fourteen (14)

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calendar days of the date such decision was made or was due, request arbitration of the dispute by notifying the Public Employment Relations Commission (PERC) and the other party. Such request shall be in writing and in such form as is required pursuant to regulation and may only be commenced by the Association or by the Town.

STEP FOUR: An **Arbitrator** shall be selected from the list provided by PERC in accordance with PERC regulations. The **Arbitrator** shall hold a hearing at a time and place convenient to the parties. The **Arbitrator** shall render a decision on the grievance within thirty (30) days of the date of the hearing unless by mutual consent or, following the arbitration hearing, both parties request to submit a written brief to an Arbitrator which at such time the Arbitrator would have at least thirty (30) days following the date of submission of briefs within which to render a decision. The **Arbitrator's** fee shall be the responsibility of the losing party.

The decision of the **Arbitrator**, as well as any written settlements signed by all parties arrived at between the parties at any time shall be final and binding upon all parties.

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 the 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 the Article or from this grievance procedure by any other provision of the Agreement.

The grievant, the representatives of the Association, 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, provided, however, that such absences shall not unreasonably interfere with the operations of the Town.

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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 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 (1ST) 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 15 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 three (3) 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

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denial of sick leave and such absences shall not be considered authorized under the provisions of this contract. Employees are subject to discipline, up to and including termination for any abuse of sick leave.

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, as well as consistent with the federal Family Medical Leave Act ("FMLA") and Americans with Disabilities Act ("ADA") as to what positions, if any, the Town may return the employee.

Upon retirement, an employee shall be paid for 40% of sick days accumulated over the course of his/her employment, provided that any employee who is separated from employment for cause, resigns while disciplinary action is pending, or who resigns without providing two (2) weeks written notice of the intention to do so, shall be entitled to no payment for accumulated sick days.

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.A. 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, 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

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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, unless the need for such leave occurs less than five (5) days before the leave date. Permission for same shall not be unreasonably withheld. Personal days may 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 of employee or spouse's family, 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 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, *N.J.S.A. 34:11B-1, et seq.*, as supplemented by administrative regulations, *N.J.A.C. 13-14-1, et seq.*, or the FMLA, whichever rights are broader.

Family leave 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.

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

1. During the (1st) first year of service, one day of vacation for each month of service;
2. After (1) one year of continuous service, and through the eighth (8th) such year, thirteen (13) working days *per annum*;
3. In the ninth (9th) year, and through the fourteenth (14th) year,

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- fifteen (15) working days, or three calendar weeks, *per annum*;
4. In the fifteenth (15th) year, and in each succeeding year, twenty (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 taking is permitted under the 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 13 calendar days of vacation in the calendar year commencing on the next January 1) An employee leaving before the end of a calendar year shall be entitled to vacation time on a pro-rated basis, and be entitled to compensation for any accumulated unused vacation time, but shall also be subject to a deduction, from final pay, for any excess time used above that to which such employee was entitled hereunder.

Except when authorized by the appropriate Department Director, no employee shall take vacation time until they have been continuously employed for a period of six (6) months.

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, which are scheduled during June, July, and August, shall be based upon seniority;
3. No employee shall be entitled to more than two (2) consecutive weeks during the months of June, July, and August;
4. 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.

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.

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An employee who resigns or is properly terminated shall be paid for unused vacation days.

Vacations shall be taken within one (1) calendar year of the year in which they are earned. No employee shall be permitted to have accumulated in any one (1) year period more than twice his/her annual vacation allotment without the written consent of the Business Administrator.

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

- New Year's Day
- Martin Luther King Day
- George Washington's Birthday/Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- General Election Day
- Thanksgiving Day and the following Friday
- 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 or following 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 receive the benefit of this paid holiday and not be charged a vacation day.

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

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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. Such time not to exceed a period of one (1) year as provided by 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. 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 Service: 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 Seven: Wages and Hours

A. Rate of Pay: Effective January 1, 2012, all employees covered by this Agreement shall receive an increase in wages or salary in accordance with the following:

- Effective January 1, 2012, employees will receive a 1.75% increase.
- Effective January 1, 2013, employees will receive a 1.75% increase.
- Effective January 1, 2014, employees will receive a 1.75% increase.

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B. Hours of Work: 1. Except as hereinafter set forth, the work week will consist of five consecutive work days, commencing on Monday and ending on Friday, except in cases of a seven day schedule of operations, pursuant to which two days other than Saturday and Sunday may be considered regular days off during the work week. The work day shall consist of eight (8) hours except in those cases in which the prevailing practice at the time this agreement is executed provides for a period of less than eight hours, which practice shall continue. A schedule of employee titles and the number of hours worked for each title is annexed hereto.

2. With no less than one (1) 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 of 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 reasonably by the Town.

3. The days and hours of work for the dispatchers shall not be governed by paragraph (B)(1), but shall be governed by paragraph F, below.

C. Special Sewer Plant Provisions: Employees hired on or before October 16, 1986, shall work from Monday through Friday, with the work day consisting of eight (8) hours and commencing at 7:00 AM and terminating at 3:30 PM. Employees hired after that date shall be considered "shift employees" and shall work a week of five (5) consecutive, eight (8) hour days.

1. Employees hired after October 16, 1986, shall be considered "shift employees" and shall work a work week consisting of five (5) consecutive work days of eight (8) hours per day or forty (40) hours per week.

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i. If the town implements a six (6) or seven (7) day work schedule, the work week for the shift employees may commence on any day of the calendar week and shall continue for five (5) consecutive work days followed by two (2) consecutive days off which may be days other than Saturday and /or Sunday.

ii. The town may implement a two (2) or three (3) shift work schedule and assign shift employees to such schedules as the work needs of the Town require.

iii. In the event the Town implements a two (2) or three (3) shift work schedule, such shifts shall be as follows:

A. Day Shift - commencing at 7:00 a.m. and concluding that 3:30 p.m., including one-half hour for lunch.

B. Evening Shift - commencing at 3:00 p.m. and concluding that 11:30 p.m., including one-half hour for meals.

C. Night Shift - commencing employee 11:00 p.m. and concluding that 7:30 a.m., including one-half hour for meals.

iv. No shift employee will be required to work a split work week except in cases of change of shift for cause, but in such cases such employees may only work five (5) consecutive days whether on one or more shifts, after which such employee shall be entitled to two (2) consecutive days off. If the employee is required to work more than five (5) consecutive days or more than eight (8) consecutive hours, such employee shall be entitled to overtime pursuant to the terms of this contract.

D. Stand by and Call Out: An employee on "stand by" shall be subject to immediate recall to work in the event that an emergency makes such recall necessary. Such employee shall leave a telephone number at which he/she can be reached such that he/she will be in a

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position to return to work within one-half hour of having been called.

An employee on "stand by" shall be paid at the rate of two hours of straight time for each regularly scheduled day on which such employee is on "stand by". An employee shall be paid at the rate of four hours of straight time for each sixth or seventh day on which such employee is on "stand by".

In the event that a particular emergency requires the services of employees beyond those on "stand by", the Town may, in its discretion, "call out" such additional employees as are necessary to meet a given emergency or attend to a particular condition. The Town will create a list of employees by seniority and will instruct its supervisors to follow such lists when it becomes necessary to "call out" employees, provided that the order of such "call out" may be modified in order to ensure that the employees so called are capable of handling the particular condition which necessitates their presence. The Town will employ best efforts to keep the number of "call outs" to a minimum and to equitably distribute the number of same among its employees.

E. Overtime: 1. The Town shall pay any employee covered by this Agreement at the rate of one-and-one-half times such employee's straight pay for any time worked in excess of such employee's regularly scheduled workday, unless the employee elects to receive such overtime compensation as compensatory time. Compensatory time shall accrue at the rate of one and one half hours per hour of overtime worked. Accumulation of compensatory time shall be capped at one hundred and twenty (120) hours.

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 work week includes Saturday, such employee shall be paid at the overtime rate for any time worked on the sixth day of such employee's work week. Sanitation employees shall be paid eight (8) hours straight time in lieu of overtime for their normal job duties undertaken on Saturday.

3. In the event that any employee is recalled to duty at any time other than during such employee's regular workday, such employee shall be paid a minimum of **two (2)** hours at the overtime rate, whether or not such employee actually performs any work.

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4. Overtime shall be offered to employees whenever possible based upon departmental and job seniority. Lists detailing such seniority shall be maintained by the Town and provided to the Association. An employee out sick shall not be considered available for overtime work. Full time employees shall be given first opportunity for overtime work.

5. An employee who works Sunday — or the seventh work day, for any employee for whom Sunday is part of such employee's normal work week — shall be paid a twice the employee's straight rate of pay.

6. Any employee who works at least four (4) hours of overtime on any day shall, in addition to such overtime pay as is herein established, shall be entitled to a meal allowance of \$7.50 for each such four hour period. However, in any instance when the Town purchases food for the employees, no meal allowance will be paid. All overtime pay shall be remitted to the employee within 17 days of the date same was earned.

7. Time and one half an employee's regular hourly rate of pay shall be paid for each hour worked on a holiday, as herein defined, in addition to the employee's regular pay for such day.

8. Notwithstanding anything herein to the contrary, the dispatchers, whose hours of work presently involve shifts of 10.75 hours, shall not be entitled to overtime pay or comp time for such shifts, except as provided by law.

F. Special Provisions for Telecommunicators: The work schedule for Public Safety Telecommunicators and Public Safety Telecommunicator trainees will be forty (40) hours per week, to be scheduled as follows:

1. Employees will work 10.75 hour shifts, four days on followed by four (4) days off;

2. For each calendar work week that an employee works four regular 10.75 hour shifts (43 hours), the employee shall be credited with 4.5 hours of compensatory time in

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recognition of the extra three (3) hours worked over a normal forty (40) hour work week, which compensatory time may only be used in the manner described in paragraph (5) below;

3. In each calendar work week that only three (3) regular 10.75 hour shifts (32.25 hours) are otherwise scheduled, an employee will be scheduled for an additional 7.75 hour work shift, which will create a normal, 40 hour work week;

4. As may be required by the Town, the employee will work such 7.75 hour shift to: (i) receive training; (ii) perform normal dispatching functions; or (iii) perform other duties related to the dispatch function. It is anticipated that employees will work up to eleven (11) of these scheduled days annually.

5. Employees will be expected to use the compensatory time earned pursuant to paragraph (ii) above to take off from work on the 7.75 hour shifts set forth in paragraph 4., for a total of 15 such days annually;

6. Employees may use other forms of leave, following the rules respecting same, if they need to take time off from work on more of the 7.75 hour shifts than can be covered with the compensatory time earned pursuant to the provisions of paragraph (2), above.

Article Eight: 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, full Blue Cross and Blue Shield PACE coverage, including Rider "J" or, at is option, "Blue Select", or its equivalent, such coverage to be available to the employee and such employee's 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. Individual employees shall have the option of remaining in the PACE program by paying the difference between the premiums therefore and those of "Blue Select", provided that such program is still offered to the Town for its employees.

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2. Effective July 1, 2007, the co-payment for office visits under any of the Town's health care plans shall be increased from \$10 per visit to \$20 per visit for all bargaining unit members.

3. The annual deductible amounts for the Town's healthcare plans shall be \$500 per year for each bargaining unit member.

Employees who retire with at least twenty-five (25) years of service to the Town, or who are retired on disability, shall continue to receive the coverage they were receiving at the time of their retirement as is required by State law and any future changes thereto. (Coverage, though, shall not be expanded. For example, if a retiree marries, his/her spouse and children are not covered by the Town-provided policy. Upon the death of the employee, neither the surviving spouse nor his/her children will be entitled to continued coverage. No retiree will be entitled to any benefit negotiated in a contract negotiated after his/her retirement.)

Employees who retire with twenty-five (25) years of service to the Town, or retired on disability, shall be entitled to retain dental coverage, provided that they will be responsible to paying the difference in premiums between the current coverage and those applicable to future policies.

B. In the event that any employee covered by this agreement is covered by a policy of health insurance purchased individually or offered to such employee through any other source whatsoever, including but not limited to being covered under the plan of a spouse, parent, or other, such employee may elect to forego coverage under the health plan provided above. In the event of such election by an employee, such an employee shall be entitled to receive a sum equivalent to 50% the amount of premium saved by the Town on account of such election. One half of such amount shall be paid to the employee on June 1, the balance on December 1 of each year for which such election is effective.

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C. In addition to the requirements set forth in this Article, employees and retirees covered by this Agreement shall be required to contribute toward cost of their medical and dental benefits in an amount required by Chapter 2, P.L. 2010 and/or P.L. 2011, c.78, whichever are greater. Chapter 2, P.L. 2010 and P.L. 2011, c.78 are incorporated herein by reference and made a part hereof.

This paragraph shall not be effective if, in consequence, the health benefits to all members would be subject to federal or state income taxation.

D. Uniform Allowance : Each employee issued a uniform by the Town shall receive, in each year covered by this contract, an annual allowance of \$550.00 to cover replacement and care of same. Uniform regulations shall be established by the various Departments pursuant to written policies, which policies shall be provided to all affected employees. Clerical employees shall also be entitled to recompense for clothing damaged during the course of employment or by the actions of office equipment, up to the maximum amounts set forth above.

E. Liability Insurance and Indemnification: The Town shall provide general liability insurance coverage in an appropriate amount covering all employees covered by this Agreement during the performance of their duties. Employees shall be held harmless by the Town from any and all liability and costs associated with their performance of their duties in accordance with the Town's insurance coverage and applicable New Jersey law.

F. Bulletin Board: The Town shall provide a bulletin board in each Department and shall post thereon all notices respecting job openings, opportunities for professional advancement, and such other notices and information as may be relevant to the employees covered by this Agreement. The Association shall have reasonable use of such bulletin boards for the purpose of posting notices respecting Association business or events. Following the Association's approval and signature or initialing of their notices must be approved by either the Business Administrator or managerial employee of the Town. The Town reserves the right to remove any derogatory or inflammatory material in nature from such bulletin boards.

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G. 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.

H. Promotional Examinations: The Town 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.

I. Maintenance of Working Conditions and Standards: The Town shall maintain all conditions of employment, customs, and standards relating to working hours, wages, or otherwise, such as are of benefit to any employee and are neither modified or rendered inoperative by the terms of this agreement, at the highest standard in effect since the commencement of collective negotiations between the parties.

J. Longevity: In addition to the wages set forth above, each employee covered by this agreement shall receive the following longevity increments:

1. Commencing in the fourth year of continuous employment and through the seventh year of employment, \$350 *per annum*;
2. Commencing in the eighth year and through the eleventh year, \$600 *per annum*;
3. Commencing in the twelfth year and through the fifteenth year, \$900 *per annum*;
4. Commencing in the sixteenth year and through the nineteenth year, \$1,200 *per annum*;
5. Commencing in the twentieth year and through the twenty-third year, \$1,500 *per annum*;
6. Commencing in the twenty-fourth year and through the twenty-seventh year, \$1,800 *per annum*; and

RW/mja

7. Commencing in the twenty-eighth year, \$2,100 *per annum*;

For the purposes of this paragraph, 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.

K. Other Benefits: The Town shall continue to provide such other benefits as have been provided heretofore, pursuant to the terms of any previous collective bargaining agreement or otherwise, and shall not terminate or modify same without negotiating such change in policy with the Association.

Article Nine: 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 as circumstances warrant, 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 Association 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 Association would be sub-contracted out and be performed by others not members of the Association, it shall notify the Association of the desire to subcontract such work and shall meet with the Association for the purpose of discussing the effect of such subcontracting on the membership of the Association, 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 Association.

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In Witness Whereof, we have this 11th day of September, 2013, set our hands and seals.

The Town of Morristown

Municipal Employees Association

By: Michael F. Rogers
Michael F. Rogers

By: R. W. [Signature]

Not valid until each page initiated by both parties

RW/MAA

MEA 2012 - 2014 CONTRACT

2012 1.75%									
GRADE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	\$27,869	\$29,226	\$30,473	\$31,718	\$33,061	\$34,407	\$35,750	\$37,094	\$38,440
II a *	35,658	37,664	39,669	41,211	42,754	44,296	45,838	47,380	48,922
II	39,555	39,711	40,957	42,203	43,547	44,889	46,234	47,577	48,922
III	43,448	44,682	45,927	47,174	48,220	49,270	50,316	51,366	52,416
IV	48,154	49,387	50,632	51,878	52,928	53,976	55,023	56,070	57,120
V	51,648	52,881	54,127	55,373	56,421	57,468	58,516	59,567	60,615
VI	55,678	56,912	58,158	59,403	60,453	61,503	62,548	63,597	64,645
VII	59,173	60,407	61,654	62,899	63,948	64,996	66,043	67,094	68,141
VIII	63,187	64,420	65,665	66,912	67,961	69,011	70,056	71,106	72,156
IX	66,160	67,394	68,640	69,886	70,936	71,984	73,033	74,079	75,130
X	71,404	72,638	73,872	75,130	76,179	77,229	78,274	79,324	80,371
XI	75,086	76,320	77,566	78,812	79,841	80,867	81,897	82,923	83,950
XII	84,779	86,013	87,259	88,505	89,532	90,562	92,003	92,617	93,644

2013 1.75%									
GRADE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	\$28,356	\$29,737	\$31,006	\$32,273	\$33,640	\$35,010	\$36,375	\$37,744	\$39,113
II a *	36,282	38,324	40,363	41,933	43,502	45,071	46,640	48,209	49,778
II	40,248	40,406	41,674	42,942	44,309	45,675	47,043	48,410	49,778
III	44,209	45,464	46,730	48,000	49,064	50,132	51,197	52,265	53,333
IV	48,996	50,252	51,518	52,786	53,854	54,920	55,986	57,052	58,120
V	52,551	53,807	55,075	56,342	57,408	58,474	59,540	60,609	61,676
VI	56,652	57,908	59,176	60,442	61,511	62,579	63,642	64,710	65,776
VII	60,209	61,464	62,733	64,000	65,067	66,134	67,198	68,268	69,334
VIII	64,292	65,548	66,814	68,083	69,150	70,219	71,282	72,350	73,419
IX	67,318	68,573	69,841	71,109	72,177	73,244	74,311	75,376	76,445
X	72,654	73,909	75,165	76,445	77,512	78,580	79,644	80,712	81,778
XI	76,400	77,655	78,923	80,191	81,238	82,282	83,330	84,374	85,419
XII	86,263	87,518	88,786	90,054	91,098	92,147	93,613	94,238	95,282

2014 1.75%									
GRADE	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
I	\$28,853	\$30,258	\$31,549	\$32,838	\$34,229	\$35,622	\$37,012	\$38,404	\$39,798
II a *	36,917	38,994	41,070	42,666	44,263	45,860	47,456	49,053	50,649
II	40,952	41,113	42,403	43,693	45,084	46,474	47,866	49,257	50,649
III	44,982	46,259	47,548	48,840	49,923	51,010	52,093	53,180	54,267
IV	49,854	51,131	52,420	53,710	54,797	55,881	56,966	58,050	59,137
V	53,471	54,748	56,038	57,328	58,413	59,497	60,582	61,670	62,756
VI	57,644	58,921	60,211	61,500	62,587	63,674	64,756	65,843	66,927
VII	61,262	62,540	63,831	65,120	66,206	67,291	68,374	69,463	70,547
VIII	65,417	66,695	67,984	69,275	70,361	71,448	72,529	73,616	74,703
IX	68,496	69,773	71,063	72,353	73,440	74,526	75,611	76,695	77,783
X	73,925	75,203	76,480	77,783	78,869	79,956	81,037	82,124	83,209
XI	77,737	79,014	80,304	81,594	82,660	83,722	84,789	85,850	86,914
XII	87,773	89,050	90,340	91,630	92,693	93,759	95,251	95,887	96,950

RW/PGA

MEA JOB TITLES 2012-2014

	CS Code	Grade	Hours
Account Clerk	00001	I	35
Administrative Clerk-Typing	06047	VI	35
Administrative Secretary	00112	VI	35
Animal Control Officer	00264	IV	20
Assistant Engineer-Civil	00519	VI	35
Assistant Sewage Plant Operator	05523	V	40
Assistant Sewage Plant Superintendent	00699	X	40
Assistant Municipal Engineer	00623	XII	35
Assistant Municipal Tax Collector	00627	VII	35
Assistant Zoning Officer	00822	VI	35
Assistant Zoning Officer II	00822a	VIII	35
Bilingual Violations Clerk		III	35
Clerk Transcriber	01266	I	35
Clerk Typist	01268	I	35
Data Entry Machine Operator	04649	I	35
Engineering Aide	01733	III	35
Engineering Technician 3	59956	IV	35
Equipment Operator	01746	VI	40
Public Works Superintendent	06656	XII	40
Graduate Nurse Public Health	01930	IX	35
Heavy Equipment Operator	02001	VII	40
Housing Inspector	02071	VI	35
Housing Inspector Trainee	02074	III	35
Income Maintenance Worker	04924	III	35
Laboratory Technician	02242	V	40
Laboratory Technician Trainee		IV	40
Laborer	00248	IIa	40
Light Equipment Operator/Recycling Center Operator	07719/01746	V	40
Maintenance Repairer	02328	IV	40
Mechanic	02434	VII	40
Mechanic Diesel	02440	VII	40
Mechanic's Helper	02456	IV	40
Motor Broom Operator	05565	VI	40
Omnibus Operator	05594	III	40
Parking Enforcement Operator	07305	IIa	40
Police Records Clerk	02735	IIa	35
Principal Account Clerk	02755	IV	35
Principal Account Clerk Typing	02757	IV	35
Principal Clerk Transcriber	02779	IV	35
Principal Clerk Typist	02781	IV	35
Principal Engineer	02794	IX	35
Principal Engineer/Land Surveyor		XI	35
Principal Engineering Aide	02804	VII	35
Principal Payroll Clerk	02831	VI	35
Principal Tax Clerk		VI	35
Program Coordinator Drug and Alcohol Abuse	05406	VI	35
Public Safety Telecommunicator	06229	VII	40*
Public Safety Telecommunicator Trainee	01296	V	40*
Public Works Repairer	02935	IV	40

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Public Works Trainee	02937	III	40
Sanitary Inspector	03097	IX	35
Sanitary Inspector Trainee	03110	VI	35
Sanitation Worker I	03113a	II	40
Sanitation Worker II	03113b	IV	40
Senior Account Clerk	03165	Ila	35
Senior Account Clerk Typing	03168	Ila	35
Senior Assessing Clerk	03189	Ila	35
Senior Clerk	03247	Ila	35
Senior Clerk Transcriber	03255	Ila	35
Senior Clerk Typist	03256	Ila	35
Senior Engineer	03314	VII	35
Senior Engineering Aide	03320	V	35
Senior Housing Inspector	03368	VIII	35
Senior Laboratory Technician	03401	VII	35
Senior Maintenance Repairer	03425	VI	40
Senior Maintenance Repairer - Electrician	03430	VI	40
Senior Mechanic	03459	VIII	40
Senior Payroll Clerk	03496	III	35
Senior Police Records Clerk	03521	IV	35
Senior Public Works Repairer	03541	VII	40
Senior Sanitary Inspector	03569	X	35
Senior Sewage Plant Operator	03578	VII	40
Senior Sewage Plant Repairer	03581	VII	40
Senior Tax Clerk	03608	IV	35
Senior Traffic Maintenance Worker	03625	VI	40
Senior Tree Climber	03630	VII	40
Senior Tree Climber/Welder		IX	40
Sewage Plant Attendant	05515	III	40
Sewage Plant Attendant/Sewer Repairer	05115/03686	IV	40
Sewage Plant Operator/Sewer Repairer	05265	VI	40
Sewage Plant Repairer	03677	VI	40
Sewage Plant Repairer/Sewer Repairer	05933	IV	40
Sewer Maintenance Inspector	03684	VI	40
Sewer Superintendent	03687	XII	40
Supervising Engineer - Aide	02879	XII	35
Supervising Laboratory Technician Water Analysis	05458	VIII	40
Supervising Sewage Plant Operator	06538	VIII	40
Supervising Sewage Plant Repairer	06645	VIII	40
Supervisor of Accounts	03969	VIII	35
Supervisor Building Service Low Pressure License	06468	VIII	40
Supervisor Public Works	06650	X	40
Tax Clerk	04122	II	35
Traffic Maintenance Worker	04189	IV	40
Tree Climber	04215	VI	40
Tree Climber/Welder	06079	VIII	40
Tree Trimmer	04220	IV	40
Truck Driver I	04222a	IV	40
Truck Driver II	04222b	V	40
Violations Clerk	00806	Ila	35