

AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 469

and

MORRIS COUNTY PARK COMMISSION

EFFECTIVE

JANUARY 1, 2012 - DECEMBER 31, 2014

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page</u>
	Preamble.....	3
I	Recognition	4
II	Seniority	6
III	Hours of Work.....	8
IV	Grievance Procedure	10
V	Leave, Vacation, and Holidays.....	13
VI	Miscellaneous Conditions of Employment	18
VII	Insurance and Pensions	20
VIII	Fully Bargained and Savings Clauses	23
IX	Commission Rights and Responsibilities.....	24
X	Union Rights	25
XI	Safety and Health	27
XII	Layoff and Recall	29
XIII	Longevity.....	30
XIV	Wages.....	31
XV	Job Classification	33
XVI	Rest Periods.....	34
XVII	Personnel File.....	35
XVIII	Disability Plan.....	36
XIX	Liability Claims Indemnification	37
XX	Pesticides.....	38
XXI	Promotions and Demotions	39
XXII	Payroll Deduction for Union Dues.....	40
XXIII	Application of Benefits	41
XXIV	Duration.....	42
Schedule A	Job Descriptions.....	43
Schedule B	Work Rules.....	44
Schedule C	Work Week for Employees	47
Appendix A	2011 Contract Extension.....	48

PREAMBLE

THIS AGREEMENT, made and entered into this 28th day of January, 2013 by and between the Morris County Park Commission, hereinafter referred to as the "Commission", and the International Brotherhood of Teamsters Local 469 hereinafter referred to as the "Union", is the final and complete understanding between the Commission and the Union on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Commission and the Union in order that fair treatment of workers and efficient and progressive public service is rendered.

ARTICLE I
RECOGNITION

Section A

The Commission hereby recognizes that the Union is the sole and exclusive representative of all employees of the Commission under the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1, et seq) who are members of the Unit described below with respect to wages, hours of work, conditions of employment and grievance procedure.

Section B

1. The Bargaining Unit shall include full time employees in the following job titles:

Supervisory Level I

Assistant Manager - Arena
Assistant Manager - Golf Shops
Farm Superintendent
Golf Course Superintendent
Recreation Superintendent
Refrigeration Engineer (fully certified/licensed)
Superintendent of Historic Speedwell
Superintendent of Buildings
Superintendent of Construction
Superintendent of Environmental Education
Superintendent of Historic Sites Education/Fosterfields & Cooper Mill
Superintendent of Horticultural Education
Superintendent of Horticulture
Superintendent of Maintenance
Superintendent of Maintenance/Historic Sites
Superintendent of Natural Resources

Supervisory Level II

Assistant Superintendent of Construction
Assistant Superintendent of Environmental Education
Assistant Superintendent Golf Courses
Assistant Superintendent of Natural Resources
Curator Collections & Exhibits
Historian
Refrigeration Engineer
Skating School Administrator

Supervisory Level III

Second Assistant Golf Courses
Construction Trades Supervisor

The following titles are excluded from the bargaining unit: Executive Director, Deputy Executive Director, Assistant Deputy Director, Director Engineering Services, Director Golf Courses, Director of

Historic Sites, Director Natural Resources, Director Park Maintenance, Director of Recreation, Assistant Director Finance, Assistant Director Engineering/Land Resources, Assistant Director Personnel, Chief Operating Engineer, Manager Building and Construction, Craigmear Manager, Food & Beverage Manager, Manager of Golf Courses, Manager of Morris County Visitor Center, Manager Historic Sites, Manager Horticulture, Manager Park Maintenance, Manager Sports Arena, Marketing and Communications Manager, Office Manager, Project Manager, Purchasing Agent-Manager, Systems Manager, Confidential Employees, all members of the Morris County Park Police, all part time employees and all employees within the bargaining unit represented by the International Association of Industrial Workers, Local 1.

2. Position titles appropriate for inclusion within the bargaining unit will be negotiated with the Union if they are established.

3. Unless otherwise indicated, the term "employee" or "employees" when used in this Agreement refers to all persons represented by the Union in the above defined negotiating unit.

4. The Commission will not eliminate any full-time incumbent's position by having that work performed by part-time workers.

ARTICLE II
SENIORITY

Section A

Seniority shall be Commission-wide based upon length of service within the Commission in years, months and days, and will be accumulated from the first day of employment with the Commission.

Section B

In all cases of layoffs, and in all cases of promotion, transfers, recalls and shift preference to vacant positions, Commission-wide seniority will govern, provided that the employees can be interchanged for work assignments and the senior employee is qualified to perform the duties and qualifications of the position involved.

Section C

All new hires will be considered as probationary employees during the first ninety (90) days of employment. The probationary period may be extended up to an additional ninety (90) days upon mutual agreement between the Union and the Commission. Any employee who is retained by the Commission in excess of the probationary period, or extension thereof, will be considered a full-time employee and his/her seniority shall date back to original date of hire for all purposes. Calculation of pension benefits shall be made as of the date of hire as of January 1, 1987. Calculation of longevity benefits shall be made in accordance with Article XIII.

Section D

Seniority shall be lost if the employee:

- (a) voluntarily quits;
- (b) is discharged for just cause;
- (c) accepts a transfer to a position outside of the bargaining unit;
- (d) is absent from work for five (5) days without notifying the Commission;
- (e) fails to report within five (5) days after a recall notice has been sent by registered mail;
- (f) is continuously on layoff from work for a period greater than the employee's seniority, or for a period exceeding two (2) years, whichever is greater.

Section E

The Commission will provide the Union with an up-to-date seniority list on January 30 and July 30 of each year.

Section F

Employees who are promoted into positions outside of the bargaining unit shall continue to obtain and accrue seniority for a maximum of ninety (90) days or until she/he completes the probationary period. If they are retained on the job after said number of days, their names shall be removed from the seniority lists.

Section G

Employees promoted to a new position shall serve a ninety (90) day probationary period in the new title, which may be extended upon mutual agreement between the Union and the Commission.

ARTICLE III
HOURS OF WORK

Section A

The work week will generally consist of five (5) working days except as noted below. All regular work hours are attached as Schedule C. Any change in hours of work in Schedule C shall be negotiated with the Union.

Only hours worked in excess of 40 per week shall be paid at the overtime rate of time and one-half (1½).

It is understood that the following titles may be subject to working a flexible work week:

Assistant Superintendent of Construction
Assistant Superintendent of Natural Resources
Assistant Superintendent of Environmental Education
Construction Trades Supervisor
Curator Collections & Exhibits
Farm Superintendent
Historian
Recreation Superintendent
Superintendent of Buildings
Superintendent of Construction
Superintendent of Environmental Education
Superintendent of Historic Sites Education/
Fosterfields & Cooper Mill
Superintendent Historic Speedwell
Superintendent of Horticulture
Superintendent of Horticultural Education
Superintendent of Maintenance
Superintendent of Maintenance/Historical Sites
Superintendent of Natural Resources

Employees working a flexible work week shall be notified of their work schedule at least two (2) weeks in advance. Work schedules shall be approved by the Division Director. Flexible work week schedules shall consist of five (5) consecutive work days or two (2) consecutive days off. Flexible work week hours will be contiguous within the work day.

Notwithstanding the above, the flexible work schedule of the titles of Farm Superintendent and Superintendent of Maintenance/Historic Sites may include ten (10) consecutive hours in a work day, and the normal work week shall be forty (40) hours. Additionally, the Farm Superintendent and the Superintendent of Maintenance/Historic Sites shall not be required to work as part of his/her normal schedule, more than two (2) weekends or any part thereof, per month, and the work schedule of the Farm Superintendent and the Superintendent of Maintenance/Historic Sites will consist of two consecutive days off.

Overtime premium shall be applicable to hours worked in excess of forty (40) hours per week.

Section B

All employees, except the Assistant Manager of Golf Shops hired after January 1, 1994, who work beyond their normal work week of 40 hours shall be paid at the time and one-half (1½) rate for every hour worked beyond 40 hours. Employees may be permitted to take time and one-half (1½) compensatory time in lieu of pay, at their choice up to an annual maximum cap of three work weeks. A notice of three (3) working days is required before compensatory leave may be granted and taken. Denial of leave shall not be subject to the grievance procedure.

In the event that some employees are governed by working in shifts, the same conditions and circumstances concerning compensatory time off shall apply as described above.

Section C

Any compensatory time granted or accumulated prior to or during the current calendar year must be used by March 1 of the following year.

Section D

In computing hours worked for purposes of overtime, vacation leave, holidays, compensatory leave time and administrative leave time shall be counted as hours worked.

Section E

Overtime at the rate of time and one-half (1½) pay or compensatory time, to a maximum of the equivalent of three regular work weeks, in any calendar year will be paid at the option of each employee. Employees will have such option annually. The option shall be made by January 1 for all quarters of the current year. Employees may initiate a change in his/her decision for the second half of the year by written request submitted to the Commission before July 1 of the current year. The employee shall state how he/she wants to be paid (either cash or comp time) for each of the remaining two (2) calendar quarters. In the event an employee chooses one form of payment one quarter and a different form for the following quarter, the change will become effective with the first full pay period of that quarter in which the change is made.

Section F

Weekend Work - For work that is scheduled work for Saturday, the employee will be notified by the preceding Tuesday. For work that is scheduled work for Sunday, the employee will be notified by the preceding Wednesday.

Section G

Call-In Pay - Any employee who is called in to work after having left the Park shall be guaranteed the opportunity to work at least four (4) hours of work on a portal-to-portal basis. In the event that less than three (3) hours of work is provided the employee shall be guaranteed at least four (4) hours of straight time pay. In the event that more than three (3) hours of work is provided, the employee shall be paid at the time and one-half (1½) rate.

ARTICLE IV
GRIEVANCE PROCEDURE

Section A: Definition

A contractual grievance is any dispute relating to the violation, interpretation, or application of the terms of this Agreement and the following procedure shall be adhered to for purposes of attempting to reach a mutually satisfactory settlement. The term "grievance" and the grievance procedure as set forth herein shall not apply:

- (a) to matters which involve the interpretation or application of a statutory rule or regulation and in which a method of review is prescribed.
- (b) to matters where the Commission is without authority to act.

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions affecting the employee organization. A Commission policy as referred to herein may not explicitly contradict a specific mandatorily negotiable written provision of this contract. Non-contractual grievances shall be processed up to and including Step 3 of the procedure and such decision of the Commission shall be final and binding.

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

Section B: Purpose

The purpose of the grievance procedure is to secure equitable solutions to the problems affecting employees arising under this Agreement. The parties agree that disputes should 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 supervisor, 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 C: Procedure

Step 1: An aggrieved employee must communicate in writing his/her grievance with his/her immediate supervisor within seven (7) working days of the occurrence of the matter complained of, or within seven (7) working days after she/he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

Once timely filed, the aggrieved employee shall discuss the grievance with his/her immediate supervisor. The immediate supervisor shall meet with the grievant and his/her representative within three (3) work days of receipt of the grievance to discuss the grievance. The immediate supervisor shall render a decision within two (2) work days of said meeting. If the grievance is not resolved satisfactorily or if no resolution is made by the immediate supervisor, the employee shall present his grievance in writing to his/her Division Director (in the event his/her immediate supervisor is not the Division Director), within five (5) working days of receipt of an answer or the expiration of the time to answer by the immediate supervisor. The Division Director shall meet with the grievant and/or his/her

shop steward within three (3) work days of receipt of the grievance. The Division Director shall respond in writing within two (2) work days of said meeting.

Step 2: If the employee is not satisfied with the answer at Step 1, the employee and/or his/her chosen representative shall submit the written grievance to the Executive Director of the Commission, or the Commission's designee, within five (5) working days of the reply at step 1, who in turn, shall submit to the Union a written answer to the grievance within five (5) working days.

Step 3: If the decision at Step 2 is not satisfactory to the employee, she/he may appeal in writing to the Commission within ten (10) working days after receiving the decision at Step 2. Upon receipt of such an appeal, the President of the Commission or his/her designee who is a Commissioner and a member of the Commission's Personnel Committee will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and /or his/her representative shall be afforded the right to meet and discuss the grievance with the President of the Commission or his designee. The decision of the President of the Commission or his designee will be made not later than fifteen (15) working days after receipt of appeal from Step 2.

It is further agreed that in cases of discharge grievances, the President of the Commission shall make every reasonable effort to expedite its determination prior to the expiration of fifteen (15) working days.

Step 4: Contractual grievances which are unsatisfactorily resolved at Step 3 may be submitted to arbitration by the Union. The Union shall notify the Commission, in writing, within thirty (30) calendar days of any intent to pursue a grievance to arbitration.

Arbitrators shall be selected from the panel maintained by the Public Employment Relations Commission in accordance with PERC's rules. It is expressly understood that the arbitrator shall have no power to subtract from, add to, or modify the terms of this Agreement and shall only rule upon the interpretation and application of this Agreement.

The Arbitrator shall render his/her decision within thirty (30) calendar days of the close of the hearing. The decision of the Arbitrator shall be binding, if permitted by law.

The costs of the Arbitrator shall be mutually borne by the Commission and the Union.

Any cost unique to one party (such as transcripts, witness fees, etc.) shall be borne entirely by the party incurring same.

Nothing in this Agreement shall be construed to compel the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate a grievance prior to arbitration shall be final and binding as to the interests of the grievant and the Union.

Section D: Discipline

1. Discipline which results in loss of pay and/or discharge shall only be for just cause.

Discipline in the form of warnings and/or reprimands shall only be subject to the first three (3) steps of the grievance procedure.

In those cases where the grievance involves the discharge of an employee or any other grievance that affects the employee's receipt of pay, the immediate superior level of the first step shall be waived and shall be moved to the divisional director level of the first step; and failure on the part of the President of the Commission to render his written decision within fifteen (15) working days shall be considered resolved in favor of the employee. All decisions rendered by the President of the Commission under this paragraph shall be in writing.

2. An employee's grievance will be considered settled upon his/her written acceptance, or when time limit to appeal to the next step expires. If the Commission fails to answer within the prescribed time limit, the grievance will automatically go to the next step.
3. All grievances below the Commission level will be during working hours.
4. It is understood and agreed that any of the time limits set forth above may be extended by mutual agreement between the Commission and the Union.
5. An employee who is required to leave his/her work for the purpose of investigating, presenting and adjusting grievances will first notify his/her immediate supervisor, or other responsible individual before leaving his/her work station and will again report to him/her upon his/her return.
6. The Commission shall make available to the Union all necessary and pertinent information regarding grievances.
7. The Commission shall recognize only those representatives and offices for whom they receive official notice from the Union in writing.
8. Answers to all grievances shall be in writing and responsive to the grievance.
9. Notwithstanding anything in this Article to the contrary, the Union in its own right may initiate written grievances. Such grievance shall proceed immediately to the Divisional Director Level of Step 1 of the grievance procedure.
10. It is expressly understood that the arbitrator shall have no power to subtract from, add to, or modify, the terms of this Agreement and shall only rule upon the interpretation and application of this Agreement.

ARTICLE V
LEAVE, VACATION AND HOLIDAYS

Section A: Holidays

1. Employees, other than those on leave of absence without pay, shall be granted the following paid holidays:

- | | |
|-----------------------------------|----------------------|
| (a) New Year's Day | (h) Labor Day |
| (b) Martin Luther King's Birthday | (i) Columbus Day |
| (c) Lincoln's Birthday | (j) Election Day |
| (d) Washington's Birthday | (k) Veteran's Day |
| (e) Good Friday | (l) Thanksgiving Day |
| (f) Memorial Day | (m) Christmas |
| (g) Independence Day | |

The Commission, at its sole discretion and upon appropriate notice to the Union, may convert the observance of Lincoln's Birthday and Election Day (paid holidays enumerated in this section) into "floating holidays" for the current year. Upon six months prior notice, the Commission may elect to exchange any single floating holiday for another day in the same calendar year which shall be recognized as a holiday, as defined by the terms of this Article.

2. In addition, at the discretion of the Commission, employees may be granted other days declared to be holidays by proclamation of the President or Governor or Board of Chosen Freeholders.

In addition to the holidays set forth in Section A:1, the Friday after Thanksgiving shall be an approved leave day with pay.

3. To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday unless on authorized leave.

4. Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

5. Holiday compensation will be calculated at time and one-half (1½) for hours worked and compensated in accordance with Article III, Section B.

Section B: Vacations

1. Employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

<u>Length of Service</u>	<u>Vacation Leave</u>
Less than 1 year	1 day for each full month worked
1 through 5 years	12 days per year
6 through 12 years	15 days per year
13 through 18 years	18 days per year
19 through 24 years	21 days per year
25 years and after	25 days per year

The vacation period for employees shall begin January 1 of each year and continue in effect until December 31 of each year. Annual leave shall be taken, subject to the needs of the service, during the current vacation period.

2. For workers at the Golf Course only, the following provision regarding vacation scheduling shall apply:

- (a) From March 16 through May 15, no vacations shall normally be scheduled;
- (b) From May 16 through September 15 up to two (2) weeks vacation time may be scheduled;
- (c) From September 16 through October 31 no vacation time may be scheduled;
- (d) From November 1 through March 15, vacation time not utilized above shall be scheduled;
- (e) Vacation requests which deviate from the provisions stated above shall be submitted to the Executive Director or designee who shall have the sole authority for approval.

3. In any vacation period, annual vacation, or any portion thereof, which is not taken or granted by reason of the pressure of work shall be accumulated to next calendar year. Accumulation after one calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above at the convenience of the Commission.

4. Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on a prorated basis for each month of actual service based on the above schedule. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which she/he was entitled.

5. During the term of this Agreement, in the event the Morris County Board of Chosen Freeholders voluntarily grants vacation benefit improvements to an organized group of county employees, such vacation benefit improvements shall be voluntarily granted on the same terms and conditions to employees covered by this Agreement without the need for further negotiations.

Section C: Sick Leave

Sick Leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease or attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee. Immediate family means father, mother, spouse, child, stepchild, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata

basis, he shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of sick leave taken in excess of the number to which he/she was entitled.

Each employee will be credited with fifteen (15) days sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. If, upon termination after a year's service, an employee has used more sick leave than that to which she/he is entitled, she/he shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he/she is entitled.

Notice of absence is required as follows: Each employee is required to notify his/her supervisor within fifteen (15) minutes of the starting time for work on each day of absence, except in cases of long-term illness, giving the specific reason for the absence.

Should the employee be unable to reach the supervisor, then the Personnel Office should be notified. Failure to give notification as required may result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days without just cause shall constitute a resignation.

In the event of absence from duty due to illness for four (4) or more days at one time, the employee shall be required to submit a physician's certificate to his/her supervisor to justify payment of sick leave.

An employee may be absent from work on sick leave for more than ten (10) non-consecutive days without a physician's certificate, provided however, any employee out sick with a contagious disease more than ten (10) days will be required to present a physician's certificate at the time she/he returns to work. In addition the Executive Director of the Morris County Park Commission or his designee reserves the right to verify absences in cases where there is reason to believe an employee is abusing sick leave. All unjustified absences are subject to disciplinary procedures including dismissal.

In the instance of leave of absence due to contagious disease, a certificate from the Department of Health shall be required.

The Park Commission agrees to provide payment for unused, accumulated sick time. Any employee, who retires during the term of this Agreement, shall be reimbursed for accumulated sick time at thirty percent (30%) of the present day value of sick time to a maximum of \$10,000.00.

Section D: Administrative Days

Each employee shall be entitled to an allowance of one (1) work day's leave upon request to and the approval of his/her department head only for the following reasons:

- A. Court Subpoena
- B. Marriage of employee
- C. Personal business which cannot be attended to outside of work hours.

Each employee will be granted one (1) personal day without the requirement of any of the above stated reasons, provided the employee obtains prior approval.

Administrative leave/personal day, as noted above, shall be non-cumulative. Requests for administrative leave/personal day shall not be less than a one-half (2) day increment and shall be made with at least two (2) days' notice. Exceptions to this two (2) day notice shall not be unreasonably denied. However, denials shall not be grievable.

Section E: Court Appearance

Each employee shall be allowed leave with pay if required for jury duty. A written request for such leave shall be given by the employee to his supervisor at least two (2) weeks in advance. Employees will not be required to reimburse the Commission for fees and mileage received from Court for jury duty.

Section F: Military Leave

Military leave will be granted in compliance with the current Military Leave policy of the Morris County Park Commission

Section G: Bereavement Leave

1. The Commission shall provide bereavement leave with pay not to exceed three (3) working days in the case of the death of employee's spouse, registered same-sex domestic partner, children, step-children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandparents, grandchildren.

Bereavement leave, not to exceed one (1) day, shall be granted in case of death of relatives of the second degree defined as the employee's uncle, aunt, nieces, nephews, cousins, sister-in-law and brother-in-law.

2. As soon as possible, an employee shall notify his supervisor of a death in his family and of his need for leave. Notification must be given as in the case of illness under Article V, Sick Leave, Section C. Proof of death may be required by the Personnel Office.

Section H: Other Leaves

Time off, other than those specified above in this Article may be honored when warranted by the Commission. For a leave of absence without pay, the employee shall submit a written request to the supervisor at least thirty (30) days in advance stating the reason for the request and the time required. This request will be forwarded to the Commission and promptly answered. The employee is required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

The health benefits premium will continue to be paid by the Employer as long as the employee is on an approved sick leave or as long as she/he is receiving temporary disability benefits.

Section I: Family Leave

Employees will be eligible for family leave, including adoption, as set forth in the New Jersey Family Leave Act and/or the Federal Family Leave Act, those provisions to apply which are broader in the event of an inconsistency.

Section J: Weather Emergencies

1. In the event the employee cannot report to work because of storm conditions, the time lost from work will be charged against accrued compensatory time or accumulated vacation time. In the event that no such time is available, the time lost from work will be charged as time off without pay. If an employee is unable to report to work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

2. In the event of extreme weather conditions due to storm conditions necessitating the closing of the Commission facilities, the Commission shall initiate a phone chain to notify its employees. No employee shall be subject to discipline as a result of the failure of the phone chain to operate.

Any toll call expenses incurred as a result of the phone chain shall be reimbursed by the Commission.

Any employee who reports to work on a day on which the phone chain was implemented shall be paid for the day, and shall be compensated for an additional work day in accordance with Article III, Section B.

All employees shall be paid a full day's pay on days on which the Commission initiates the phone chain.

3. All employees are required to work regardless of weather conditions. Failure of an employee to report to work, unless excused, shall result in disciplinary action.

4. Stand-by lists shall be prepared and maintained by the Supervisor at all work locations where employees are required to work additional hours.

The Stand-by schedule must be approved by the Executive Director or designee prior to notification of stand-by. Volunteers for stand-by shall be solicited in order of work location seniority first. In the event that insufficient volunteers are obtained, stand-by shall be mandated on the basis of inverse seniority on a rotation basis.

Each employee who has been notified of his/her stand-by status shall be paid two (2) hours of straight time for every twelve (12) hours of stand-by duty.

It is understood and agreed that people who accept stand-by duty must be available to be called in.

ARTICLE VI
MISCELLANEOUS CONDITIONS OF EMPLOYMENT

Section A: Uniforms

1. Each permanent full-time employee requesting a uniform shall be issued a uniform. Uniform replacement shall be made according to need by the Park Commission. Any employee requesting a uniform shall be required to wear same at all times. The Commission reserves the right to require any employee covered by this agreement to wear a uniform.

2. The Commission shall furnish at its expense foul weather gear and/or safety equipment as needed and recommended by the Commission Safety Committee and concurred by the Executive Director. Said foul weather gear will include outer rain gear, coveralls, boots, cap, hard hats, liners, goggles and work gloves.

Section B: Labor Management Committee

There shall be a committee established for purposes of hearing, reviewing and presenting to the Executive Director job specification problems as they arise. This committee shall consider and make recommendations from time to time concerning the establishment, if any, of position titles including equipment operator. The Park Commission reserves its right to make the final determination concerning establishment of positions. This Committee may also consider related matters such as techniques regarding care and maintenance of equipment. The Committee may also suggest to the Executive Director the applicability and usefulness of equipment. This Committee shall consist of four (4) members, two (2) of whom shall be selected by the Union and two (2) of whom shall be selected by the Executive Director of the Park Commission. The Committee shall have the privilege to recommend changes to the Executive Director; and in the event said recommendation is not accepted by him, he shall so state in writing with his reasons thereof. A copy of said correspondence shall be forwarded to the Union.

Section C: Tuition Reimbursement

The Park Commission agrees to reimburse employees for job - related courses in accordance with the Morris County Park Commission current Tuition Reimbursement Policy. In the event a request for tuition reimbursement is denied, such denial shall not be grievable but will be explained in writing and provided to the employee.

Section D: Time Reporting

It is agreed that time clocks shall be installed at the Arboretum. Time clocks at the Arena and Golf Courses shall remain. All employees shall be required to punch time clocks except the field forces and employees at the Arena and Golf Courses who were not previously required to punch time clocks at those facilities. The installation and use of time clocks at the Arboretum shall not constitute a precedent for future installations or use of time clocks.

The Park Commission reserves the right to install additional time clocks beyond those stated above, subject to the following limitations:

1. If any additional employees are required to punch-in time clocks beyond those described above, all employees in the bargaining unit will also be required to punch-in.
2. Any additional requirements to punch-in will be done so by installing time clocks in every reporting location such that no employee shall have to change his/her reporting location just to punch-in or out.

ARTICLE VII
INSURANCE AND PENSIONS

Section A

A base hospital wrap around, major medical plan shall be available to all eligible employees covered by this Agreement and their eligible dependents. The Pre-Admission Review and Individual Case Management program will be implemented during the term of this Agreement. As an alternative to the base hospital wrap around major medical plan, the employee may elect the HMO option.

Upon execution of Agreement the Wraparound Plan will no longer be available for enrollment. The PPO Plan (Employers Medical Plan) will replace the Wraparound Plan.

The co-payment for the Prescription Drug Plan (indemnity plan only) for eligible employees and their eligible dependents shall be:

\$ 5.00 co-pay for generic drugs
\$10.00 co-pay for brand name drugs
\$20.00 co-pay for non-preferred drugs

Upon execution of this Agreement the co-payment the Prescription Drug Plan for eligible employees and their eligible dependents shall be:

\$ 1.00 co-pay for generic drugs
\$20.00 co-pay for brand name drugs
\$35.00 co-pay for non-preferred drugs

Effective January 1, 2004 and retroactive to that date, each employee covered by the wraparound medical insurance plan and HMO Blue shall have an amount deducted from each paycheck which shall be equal to the annual equivalent of three percent (3%) of the annual medical insurance premium. Deductions are to be pre-tax in accordance with the Internal Revenue Service Regulations.

- a. Employees hired prior to March 1, 2009 who opt to enroll in the Employer's health Benefits Plan referenced above or the HMO Option shall have an amount deducted from each paycheck which is equal to the annual equivalent of three percent (3%) of the employee's specific medical insurance premium which will be adjusted annually. The dollar amount of the payroll deduction amount for 2010 shall remain unchanged until a successor Agreement is negotiated.
- b. All employees hired on or after March 1, 2009 and opt to enroll in the HMO Option shall have an amount deducted from each paycheck which is equal to the annual equivalent of three percent (3%) of the employee's specific medical insurance premium which will be adjusted annually. The dollar amount of the payroll deduction amount for 2010 shall remain unchanged until a successor Agreement is negotiated.

All employees hired on or after March 1, 2009 and opt to enroll in the Employer's Health Benefits plan shall be required to pay fifty percent (50%) of the difference between the cost of the premium for the Employer's Health Benefits plan and premium for the HMO Option. The dollar amount of the payroll deduction amount for 2010 shall remain unchanged until a successor Agreement is negotiated.

Employees enrolled in the HMO plan shall contribute in accordance to the salary and coverage type outlined in Chapter 78.

Employees hired prior to September 18, 2009 and enrolled in the Employer's PPO plan shall contribute the greater of one and one half percent (1.5%) of base salary plus two percent (2%) of the premium or the contribution formula in Chapter 78.

Employees hired after September 18, 2009 shall contribute the greater of fifty percent (50%) of the difference between the cost of the PPO plan and the cost of the HMO plan or the contribution formula in Chapter 78.

The base hospital wraparound plan (PPO Plan), HMO Blue Plan, and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

Effective upon execution of Agreement the wraparound plan will be discontinued and the PPO plan will be implemented.

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant improved insurance benefits to any other organized county employees, such benefits shall be granted to employees covered by this Agreement without need for further negotiations. Such insurance shall include, but not be limited to, dental plans, optical plans, prescription drug plans and the like.

The Commission will offer a plan by which employees may set aside a portion of their salaries in the form of flexible spending accounts, pursuant to Section 125 of the Internal Revenue Code, for payment of unreimbursable eligible medical or dependent care expenses.

As provided in Resolution No. 157-95, adopted by the Morris County Park Commission on October 23, 1995, effective January 1, 1998 employees enrolled in medical and prescription plans or who are eligible for such plans may elect to waive their coverage provided proof of coverage through another source can be demonstrated. Employees who waive their medical and prescription coverage shall payment in lieu of insurance, depending upon the type of coverage for which they are eligible, which shall be disbursed in equal bi-weekly payments.

Section B: Life Insurance

Life insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with total coverage equal to three (3) times annual base wage of the employee, as provided below:

1. Under the Public Employee's Retirement System of New Jersey, one and one-half (1½) times the amount of base annual wage life insurance is provided free of charge.

2. After the first twelve (12) months of membership (during which the remaining one and one-half (1½) times contributory insurance is mandatory at the employee's expense as determined by the New Jersey Division of Pensions, the employee may thereafter at the employee's option withdraw from the contributory insurance only, provided required notification is given.
3. Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes paid up policy presently equal to 3/16 of the base pay at the time of retirement.

Section C: Pension

The Public Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

Section D: Retiree's Health and Hospital Insurance Coverage Benefits

Pursuant to the terms of N.J.S.A. 40A:10-23, employees who retire in accordance with that statute shall have their Health Insurance Premium paid by the Commission, subject to the requirements of Resolution 226-97 concerning eligibility and coordination of benefits set forth below. Notwithstanding, applicable provision of Chapter 78 requiring retiree contribution shall apply.

Each retiree and his/her eligible dependents shall receive this benefit provided they annually advise the Commission of all other health and hospital coverage under which they are covered through any other source.

To be eligible for this benefit, employees must have either:

1. Retired in good standing on a disability pension; or
2. Retired in good standing with 25 years or more service credits in a New Jersey State or locally administered retirement system and at least 15 years of service with the Commission and/or the County of Morris at the time of retirement; or
3. Retired in good standing at the age of 62 or older with at least 15 years of service with the Morris County Park Commission and/or the County of Morris.
- 4.

Employees hired after March 1, 2009, who retire and meet the criteria for Commission paid health insurance, will receive a plan for the employee only upon retirement. Employees hired after March 1, 2009 and meet the requirements for Commission paid health insurance will have the option to add their eligible dependents to the plan at the expense of the retiree.

Co-payments for the HMO Option applicable to active employees shall continue upon retirement.

Section E: Dental Insurance

The current individual employee coverage dental insurance will be continued for all eligible employees covered by this Agreement. The commission will pay for the premium cost for employee coverage only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than a full year of coverage) per employee. It is understood and agreed that any increase in the dental premium charged by the authorized carrier during the term of this agreement shall be equally shared by the employee and the Commission. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided the employee. The total cost of the premium charged for dependent coverage shall be paid by the employee.

Section F

It is understood and agreed that the Commission retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of benefits and administrative procedures shall remain substantially the same.

ARTICLE VIII
FULLY BARGAINED AND SAVINGS CLAUSES

Section A

This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were, or could have been, the subject matter of negotiations between the parties.

Section B

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

ARTICLE IX
COMMISSION RIGHTS AND RESPONSIBILITIES

Section A

Except as modified by the provisions of this Agreement, the Commission hereby reserves and retains unto itself, as Public Employer, all 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 Commission;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees;
5. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of the Commission.

None of the foregoing rights will be exercised by the Park Commission in an arbitrary or capricious manner.

Section B

There shall be no discrimination with regard to any provisions of this Agreement because of age, sex, handicap, color, religion or national origin.

ARTICLE X
UNION RIGHTS

Section A

Union activities shall be carried on in such a manner so as not to disrupt operations of the Morris County Park Commission or Park System. This provision is not intended to preclude the investigation and processing of grievances. The Union shall notify the Executive Director of the names of current Union Officers and Stewards or their designated representatives for processing grievances.

Section B

The Union will continue to have the right to place items on existing employee bulletin boards. Additionally, the Union shall have the right to supply, at its expense, additional bulletin boards for the Union's exclusive use in work locations mutually agreed to.

Section C

The Union President, designee, or other authorized representative will have access to the premises under the jurisdiction of the Commission and its offices during working hours and will notify the Commission or appropriate supervisory employee of his/her presence.

Section D

The officers and representatives may make and receive phone calls concerned with Union business. Any toll calls shall be reported to the Executive Director or designee and the Union will reimburse the Commission for any expense incurred therewith. The Union will carry out this responsibility in such a manner as to cause the least disruption of the Park Commission business.

Section E

The Union may hold meetings of the Park Commission Bargaining Unit in the Parks during break times and on the lunch hour. The Union shall not hold meetings or commute to meetings of the Park Commission bargaining unit during work time.

Section F

The Union may distribute literature pertaining to negotiations in the Parks to members of the Bargaining Unit.

Section G

Negotiations for a successor contract shall be scheduled to commence by mutual agreement and may continue into the evening, if necessary.

Section H

Union members shall be granted an aggregate of ten (10) unpaid days leave time to attend to Union business. An additional aggregate of three paid days leave time shall be granted solely for union

members designated by the union for the purpose of attending the union=s sponsored conference and approval of said leave time shall be subject to the needs of the service. The total paid leave time is three days and the total unpaid leave time is ten (10) days.

ARTICLE XI
SAFETY & HEALTH

Section A

There is hereby established a Safety and Health Committee. Such a Committee shall include:

1. Two (2) International Association of Industrial Workers Local 1 unit members
2. One (1) Park Police Representative
3. One (1) Supervisory Employee IBT 469 Representative who shall serve a two year non-recurring term.
4. One (1) Superior Officer Representative
5. One (1) Management Representative
6. One (1) Director of Horticulture Natural Resources or Director of Park Maintenance

The Committee shall meet at least six (6) times per year. Among other things it shall:

1. Review accidents;
2. Review health and safety hazards;
3. Propose solutions to health and safety problems, and submit such proposal, in writing, to the Executive Director of the Commission.

Section B

In each calendar year, one (1) worker from each work location shall be given first-aid training. Volunteers shall be solicited and selected, based on seniority.

Section C

Temporary heat shall be supplied in work locations within buildings or structures where permanent heat is not available whenever employees are assigned to work during cold weather. It is not the intention of the Commission to cause employees to work where no heat is supplied.

Section D

The Commission agrees to provide each employee with safe and healthful conditions of work. Machinery, equipment and employees will be furnished with safety devices, guards and other equipment as necessary for the protection of the health and safety of each worker. The Commission will at all times maintain these safety devices, and will at all times maintain adequate medical and first aid services.

Section E

Any employee who is injured on the job and who is sent to the doctor because of such injury in the Parks will be paid for all working time lost on that day as a result of such injury, together with any overtime or premium pay where such employee has qualified for such overtime or premium pay. If an employee is instructed by the Commission doctor to report for further treatment, working time lost shall be paid by the Commission.

Section F

If any employee is unable to perform his/her regular job because of age, bad health or partial physical disability, she/he may take a vacant position provided that she/he can perform those duties and that she/he has the seniority to assume said position.

Section G

Employees shall not be required to operate power equipment such as chain saws, weed-eaters unless accompanied by another employee.

ARTICLE XII
LAYOFF AND RECALL

Section A: Layoffs

1. Layoffs will be made within the sole discretion of the Park Commission in accordance with position classification in the reverse order of seniority.
2. In the event the Park Commission intends to layoff employees, a notice of such intention shall be given to the employees affected and to the Union twenty-one (21) days, prior to the effective date of layoff(s).
3. Bumping Rights - When an employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her general seniority (i.e., from date of employment) with the Park Commission to bump or replace any employee with less seniority in any lateral or lower (demotion) job title provided, however, that the bumping employee can satisfactorily perform the duties of the job during a thirty (30) day probationary period. The bumped employee may follow the same procedure. The current seniority list shall determine general seniority.

Section B: Recall

The Park Commission will recall personnel based on the needs of the Park Commission position classification desired and seniority. Recall will be within the sole discretion of the Park Commission.

Section C: Grievability

1. The Park Commission's decision(s) to layoff or recall personnel shall not be grievable.
2. The Park Commission's failure to follow this procedure outlined above for layoff and recall is grievable.

ARTICLE XIII
LONGEVITY

Section A

The existing longevity schedule shall remain in effect for each covered employee actively employed at the signing of this Agreement as follows:

1. Commencing the first day of the fourth year of continuous employment - 1% of base salary.
2. Commencing the first day of the ninth year of continuous employment - 3% of base salary.
3. Commencing the first day of the thirteenth year of continuous employment - 5% of base salary.
4. Commencing the first day of the seventeenth year of continuous employment - 7% of base salary.

Longevity shall be calculated from the employment date of hire effective January 1, 1987.

Section B

The provision of this Article XIII shall apply only to employees actively employed and covered by this Agreement prior to September 28, 1992. Any new employees hired on or after September 28, 1992 shall not be eligible for longevity benefits.

Effective January 1, 2007, longevity was rolled into the base salary for all employees and ceases to exist as a separate increment.

ARTICLE XIV
WAGES

Section A

1. Effective January 1, of each year of this Agreement, minimum salaries shall be increased to the amounts shown below and these adjustments to the base salary shall be separate from any performance pay received.

SALARY MINIMUM

	2012	2013	2014
Supervisory Level I	\$68,925	\$70,131	\$71,358
Supervisory Level II	\$62,567	\$63,662	\$64,776

Supervisory Level III – The minimum salary shall be at least \$100.00 more than the base salary set for Foreman level and the maximum shall be approximately \$5,000.00 less than the Assistant Superintendent Level II positions.

Effective January 1, 2011 Supervisory Level III – The minimum salary shall be a minimum of \$5,000.00 above the base salary for Foreman level. Affected employees should be brought up to that level plus receive the 1.75% salary increase retroactive to January 1, 2012.

2. Effective January 1 of each year of this Agreement, the salary levels of employees in the titles covered by this Agreement shall be increased as listed below:

<u>Year</u>	<u>Percent</u>
2012	1.75%
2013	1.75%
2014	1.75%

3. Effective January 1, 2007 longevity was rolled into base salary at the full 2006 rate.

4. Effective the first pay period of December of each year of this Agreement the Commission may grant a performance incentive to eligible employees whose performance exceeds the then existing performance standards. This performance incentive will be paid in a lump sum amount of \$600.00. Said amount shall not become part of the base salary structure and may be granted solely upon exceeding the then existing performance standards and upon review and approval of the Commission.

5. It is agreed that any new employees hired or promoted into the bargaining unit after January 1, 1989 shall be noticed as a condition of employment that they shall not be included in a step system but shall be under a performance incentive system.

6. Recommendations for said performance incentives shall be made by the Divisional Directors or immediate supervisor of the individual bargaining unit employee after completing the biannual performance evaluation. The Executive Director of the Morris County Park Commission and/or his

designee(s) shall review the Divisional Director's recommendation and make a final determination regarding performance incentive payment subject to acceptance by the Morris County Park Commission.

7. The determination of the Executive Director shall not be reviewable under the grievance procedure; however, the employee may appeal that determination to the Morris County Park Commission Personnel Committee and/or the Committee's designee(s) whose determination shall be final and binding.

Section B

All performance evaluations for employees shall be completed and submitted to the Executive Director on or before December 1 for performance incentives to be paid to eligible bargaining unit members.

Section C

Although the Commission solicits recommendations of the Union for the performance evaluation program nothing in this Agreement shall be construed to in any manner limiting the Commission's managerial prerogative to establish a formal performance evaluation program including the determination of performance incentive payments. The parties agree, however, that the Union may continue to discuss conditions or modifications to the performance evaluation program with the Executive Director and/or his designee(s), but the inclusion of criteria and weighing of different components of that evaluation program shall remain solely within the discretion of the Commission.

ARTICLE XV
JOB CLASSIFICATION

Section A

Each job in the bargaining unit shall have a job title, job description and wage rate. The agreed upon job classification by rate range, as set forth in Schedule "A" of this contract and the agreed upon job description shall remain in effect for the duration of this Agreement. Job descriptions shall be appended to the contract which shall be available for each employee to review upon reasonable request.

Section B

Whenever a new job is established, or the Commission initiates changes in the job duties and/or content of the jobs as set forth in Schedule "A", the Union will be notified of all such changes and additions. The rates of pay of all new jobs and jobs affected by changes in job duties and/or content shall be subject to the grievance procedure. Should the rate for the jobs in question be changed as the result of any grievance settlement, the effective date of the changed rate shall be the date of the change in, or establishment of, the job.

ARTICLE XVI
REST PERIODS

Section A

Employees shall be given one (1) fifteen (15) minute rest period in each work day in addition to the regularly scheduled lunch period. During such rest periods, the employees shall be free to leave their work place. Such rest periods shall be paid for at the employee's regular rate and shall not result in lengthening his/her overall work day.

ARTICLE XVII
PERSONNEL FILE

Section A

All employees shall have the right to see all documents in their personnel file twice per calendar year by appointment. Additionally, an employee shall be permitted to have a copy of any document in his/her file during the investigation of any grievance. Further, employees shall be given copies of all documents placed in their file at the time the document is so placed.

ARTICLE XVIII
DISABILITY PLAN

Section A

For the employees covered by this Collective Bargaining Agreement, the disability plan currently in effect shall be continued during the term of this Agreement. The maximum weekly disability benefit for eligible employees shall be \$255.00 per week and the employee annual contribution shall be \$67.24 per year.

These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their earned sick leave and are unable to work because of sickness or off the job accidents.

Benefits would not be payable for a disability beginning before completion of the ninety (90) day "probationary period" when first employed. The average weekly wage would be calculated on the earnings in the eight calendar weeks immediately before the week in which the disability begins. The total wages earned during these weeks worked are divided by the number of weeks worked in the eight week period to obtain the average weekly wage. The benefit will be up to a maximum of two thirds (2/3) the average weekly wage. Morris County would remain as guarantor.

ARTICLE XIX
LIABILITY CLAIMS INDEMNIFICATION

Section A

Employees covered by this Agreement shall be entitled to defense and indemnification by the Commission for all actions performed within scope of their employment. Damages that result from the commission of a crime, driver initiated motor vehicle violations, or other actions where there is a clearly established willful and gross negligence on the part of the employee are excluded.

ARTICLE XX
PESTICIDES

Section A

Employees who are required to apply pesticides shall be given the proper training and shall also be given the proper protective clothing to be worn at the time of application.

Assignments of pesticide applications shall be rotated as equitably as possible among those in a title which is required to apply pesticides.

ARTICLE XXI
PROMOTIONS AND DEMOTIONS

Section A: Promotions

Employees who are promoted from a job in one class to a job in a higher class shall receive an increase in their salary in an amount equal to the annual negotiated wage increase. If this increase does not bring the employee to at least the minimum of the salary range for the new position, the employee shall be raised to at least the minimum salary.

Section B: Demotions

Employees who are demoted from a job in one class to a job in a lower class shall receive a decrease in salary in an amount equal to the annual negotiated wage increase. In no event shall an employee salary be greater than the maximum for the title to which he or she was demoted.

Section C: Out of Title Work

In the event that an employee performs the duties and responsibilities of a job with a higher level of duties and qualifications than those associated with the employee's job title for a period in excess of five (5) consecutive days, the employee shall receive compensation at the rate paid for that higher job classification for the duration of such out of title work. The employee shall return to his or her regular rate of compensation after the conclusion of the duration of performance of the out of title work.

ARTICLE XXII
PAYROLL DEDUCTIONS FOR UNION DUES

Section A:

The Commission will initiate dues deduction as soon as practicable after the signing of this contract with the understanding that no dues shall be deducted prior to at least the beginning of the calendar month following the signing of the contract.

Upon request, the Commission agrees to deduct from the salaries of those of its employees who authorize its membership dues in the Union. Authorization must be in writing and comply with the provisions of N.J.S.A. 52:14-15.9e of the Statutes of New Jersey. Deductions shall be made in compliance with the law once per month, and monies collected, together with records of any correction, shall be transmitted to the Secretary-Treasurer of the Union by the first of each month following collection.

Dues deduction may only be stopped if the employee so requests. Any such request must be in writing and submitted to the Commission on December 15 or June 15 of any given year. Dues shall only be halted as of January 1 or July 1 next succeeding the date upon which notice of withdrawal is filed.

The Commission will immediately supply the Union a copy of any request to halt dues.

Section B:

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Commission written notice prior to the effective date of such change, and shall furnish to the Commission a certificate copy of the Resolution, indicating dues changes and the effective date of such changes.

Section C:

Deductions for the Union's Committee on Political Education may also be made by the Commission pursuant to the procedures and requirements set forth in Section A herein. Said deductions shall be made on a voluntary basis only, upon written authorization and to the extent permitted by statute and other law.

The Union also agrees to indemnify, defend and save the Commission and the County of Morris harmless against any and all claims, demands, suits or other forms of liability, that shall arise out of or by any reason of the action taken or not taken by the Commission in reliance upon the deduction and fee information furnished by the Union or its representatives or any such action or claims concerning this provision.

ARTICLE XXIII
APPLICATION OF BENEFITS

The provisions of this Agreement shall not apply to any employee who has left the employ of the Commission prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2012 through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2012 to the employee's last date of employment.

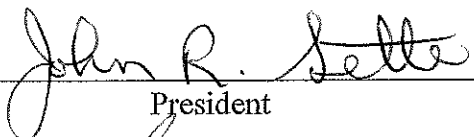
ARTICLE XXIV
DURATION

This Agreement shall be in full force and effective from January 1, 2012 and shall remain in effect through December 31, 2014. Either party may give written notice by registered or certified mail of its desire to terminate or modify this Agreement no sooner than one hundred twenty (120) days prior to December 31, 2014.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 469


MORRIS COUNTY PARK COMMISSION





President





Treasurer



Executive Director

SCHEDULE A
JOB DESCRIPTIONS

SCHEDULE B
WORK RULES

Employees shall comply with all existing work rules, provided the rules are fairly applied and fairly enforced and are not in conflict with the terms of the Agreement:

1. All employees are required to be prepared to start work at the hours designated as follows:

Field Forces Between 6:00 a.m. and 9:00 a.m.

Golf Course Between 5:00 a.m. and 8:00 a.m.

Office Between 6:00 a.m. and 9:00 a.m.

The times cited above are not the arrival time, but the start of the work day. Flexible work week employees to start work at their scheduled time.

2. All employees will be entitled to a fifteen (15) minute rest break in the morning. Field forces may take this break while enroute from one area to another area. Office personnel will take the rest break at 10:00 a.m. Flexible work week employees shall be entitled to take their rest break but shall take their break as their schedule permits.

3. Those employees who have been assigned uniforms will wear the complete uniform on every working day. Employees who have been issued uniforms and who report to work without the complete uniform will be sent home and lose one day's pay.

4. Personal outgoing telephone calls are prohibited except in the case of an extreme emergency and then only with the authorization of the employee's supervisor. Incoming personal calls are not permitted except in an emergency, and then the supervisor is to take the call and relay the message to the employee. Use of cellular phones during work hours for non-Park Commission business to be restricted to short duration emergency calls only.

5. All employees will be entitled to ten (10) minutes at the end of the day to clear up their work and prepare to leave for the day. No employee is to leave prior to the designated time for his area of work. These times are as follows:

Field Forces Between 3:30 p.m. and 6:30 p.m.

Golf Courses Between 1:30 p.m. and 5:30 p.m.

Office Between 2:30 p.m. and 5:30 p.m.

Flexible work week employees to leave work at their scheduled time.

6. All employees are to exercise caution in the operation of all Park Commission vehicles and equipment.

7. Should an accident occur, an accident report must be prepared immediately and submitted to the Superintendent. The Superintendent is to notify the Park Commission's Safety Director as soon as practicable.

8. All absences must be reported to the appropriate supervisor within fifteen (15) minutes of each employee's starting time. If a call is not received by the designated time, the employee will lose a day's pay.

9. Park Commission equipment shall be used only for Park Commission work and not an employee's personal affairs.

10. When instructed to do so, the employees will wear appropriate safety equipment.

11. The Park Commission will not permit fighting, alcoholic beverages, insubordination, pilferage, profanity within the presence of the public or any other act unbecoming of a Park Commission employee.

12. Unexcused tardiness will not be permitted. If an employee is ten (10) minutes late, he will lose one-half (½) hour's pay.

13. Lunch periods will be taken as follows:

Field Forces Lunch period one-half (½) hour normally between three and four hours after start time.

Golf Courses Lunch period one-half (½) hour normally between three and four hours after start time.

Educational Lunch period one-half (½) hour.

Offices Lunch period one (1) hour normally between three and four hours after start time.

No employee may begin his lunch period prior to the designated hour, and all employees must be prepared to resume work at the designated return hour. Flexible work week employees to take lunch at their scheduled time, which shall be no sooner than three hours after the start of the shift and no later than five hours after the start of the shift. Deviations will be acceptable if the employee and supervisor agree.

14. For an employee to receive pay for work in a higher classification, a request must originate from the supervisor and be directed to the Executive Director or designee for approval prior to such employee assuming the duties of the higher classification.

15. Disciplinary Action - For any violation of the above rules, the supervisor may impose upon the employee the following:

- a. First Offense - (except for pilferage, insubordination, negligence, drinking on the job or fighting) - oral reprimand.

- b. Second Offense - (except for pilferage, insubordination, negligence, drinking on the job or fighting) - a written reprimand.
- c. Third Offense - up to two days' suspension without pay.
- d. Fourth Offense - dismissal.
- e. Pilferage, insubordination, fighting on the job, negligence or drinking on duty may warrant immediate dismissal, or such other discipline for the offense as deemed appropriate. This language is not intended to prevent appeal of the decision to the grievance procedure.

SCHEDULE "C"
WORK WEEK FOR EMPLOYEES IN SUPERVISORS BARGAINING UNIT

Schedule	Job Title
From April 1 - Sept. 30: 6:00 a.m. to 2:30 p.m. From Oct. 1 - March 31:	Golf Course Superintendent, Assistant Superintendent of Golf Course Second Assistant Golf Courses
7:00 a.m. to 3:30 p.m. Weekdays	
Eight Hour Shifts 40 Hours Weekly as assigned	Assistant Manager Skating School Administrator Refrigeration Engineer Assistant Manager Golf Shops
40 Hour Flexible Schedule Weekly	Assistant Superintendent of Construction Assistant Superintendent of Natural Resources Assistant Superintendent of Environmental Education Construction Trades Supervisor Curator Collections & Exhibits Historian Farm Superintendent Recreation Superintendent Superintendent of Buildings Superintendent of Construction Superintendent of Environmental Education Superintendent of Historic Sites Education/ Fosterfields & Cooper Mill Superintendent Historic Speedwell Superintendent of Horticulture Superintendent of Horticultural Education Superintendent of Maintenance Superintendent of Maintenance/Historical Sites Superintendent of Natural Resources

APPENDIX A
2011 CONTRACT EXTENSION

The parties entered into a Contract Extension for January 1, 2011 through December 31, 2011.