

**AGREEMENT**

**BETWEEN**

**INTERNATIONAL ASSOCIATION OF  
INDUSTRIAL WORKERS, LOCAL 1**

**AND**

**MORRIS COUNTY PARK COMMISSION**

**EFFECTIVE**

**JANUARY 1, 2009 - DECEMBER 31, 2010**

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**PREAMBLE**

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of May 2009, by and between the Morris County Park Commission, hereinafter referred to as the Commission, and International Association of Industrial Workers (IAIW), Local 1, 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 procedures.

Section B:

1. The bargaining unit shall include all full-time employees of the Morris County Park Commission including:

Class I

Clerk Administration  
Clerk Stenographer  
Clerk Typist

Class II

Administrative Secretary  
Engineering Aide

Class III

Cashier  
Carpenter Apprentices  
Other Helpers and Apprentices

Class IV

Assistant Skate Shop Supervisor  
Building Maintenance  
Caretaker  
Custodian  
Custodian/Messenger  
Park Maintenance  
Mechanic Helper  
Tree Trimmer  
Skate Guard Supervisor

Class V

Golf Course Maintenance  
Senior Park Maintenance

Class VI

Administrative Secretary/Reservation Coordinator (Park Police)  
Historic Sites Maintenance Person/Farmer  
Senior Engineering Aide  
Senior Golf Course Maintenance  
Stock Clerk  
Utility Person (Construction & Horticulture)

Class VII

Assistant Foreman  
Collections Care Specialist  
Event Specialist  
Gardener  
Historic Farmer/Interpreter  
Historical Program Specialist  
Historical Volunteer Program Specialist  
Horticultural Program Specialist  
Horticultural Volunteer Program Specialist  
Mechanic  
Natural Resource Management Specialist  
Public Use Specialist  
Recreation Program Specialist  
Skate Shop Supervisor  
Skilled Tradesman  
Senior Construction Utility Person  
Teacher Naturalist  
Tree Climber

Class VIII

Horticultural Plant Records Curator Specialist  
Operating Engineer  
Principal Skate Guard  
Relief Operating Engineer  
Senior Teacher Naturalist  
Senior Horticultural Program Specialist  
Senior Historical Program Specialist  
Senior Operating Engineer  
Senior Mechanic  
Senior Recreation Program Specialist

Class IX

Foreman  
Golf Shop Supervisor  
Historic Farm Foreman/Interpreter  
Miller Historian  
Recreation Supervisor  
Senior Operating Engineer  
Trades Foreman  
Utility Foreman (Construction & Horticulture)

The following titles are excluded from the bargaining unit:

Executive Director, Deputy Executive Director, Director of Development, Chief Operating Engineer Sports Arena, Director of Education & Interpretive Services, Director of Engineering Services, Director of Fiscal Resources, Director of Golf Courses, Director of Maintenance, Director of Finance, Personnel & Compliance, Director of Recreation, Director of Personnel, Safety & Compliance, Engineer Inspector/Designer, Fixed Assets/Insurance Control Specialist, Director of Procurement, Director of Horticulture, Director of Revenue Producing Facilities, Manager Sports Arena, Professional Manager, Supervisor of Central Store, Manager of Horticulture, Manager of Golf Operations, Manager of Field Projects, Supply Coordinator, Purchasing Coordinator, Systems Manager, Manager of Internal Communication, Compliance and Safety, Manager of Park Maintenance, Manager of Buildings and Construction; Assistant Director of Finance, Assistant Director of Personnel, Bookkeeper, Personnel Clerk, Chief Personnel Clerk, Civil Engineer, Office Manager, Park Administrator, Special Assistant, Administrative Assistant, Asst. Director of Engineering Services, Records Management Coordinator, Park Police (Morris County), Supervisory Employees: Assistant Pro Manager, Assistant Rink Manager, Assistant Superintendent of Golf Courses, Curator of Education-Historical Sites, Educational Coordinator, Farm Superintendent, Refrigeration Engineer, Superintendent of Buildings, Superintendent of Construction, Superintendent of Golf Courses, Superintendent of Horticulture, Superintendent of Maintenance, Superintendent of Maintenance/Historic Site, Skating School Administrator, Asst. Manager of Golf Shop Operations and all Part-time Employees.

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 the 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.
5. The titles of Senior Park Maintenance, Senior Golf Course Maintenance, Senior Construction Utility, Senior Mechanic and Senior Operating Engineer shall be established. The Commission shall set the number of positions and the title criteria.

**ARTICLE II**  
**SENIORITY AND JOB POSTING**

**Section A:**

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

**Section B:**

In all cases of layoffs, and in all cases of non-supervisory promotion, transfers, recalls and shift preference to vacant positions, Commission-wide seniority will govern, as modified by the testing provision of Section H below.

**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 "permanent" full-time employee (seniority employee) and his/her seniority shall date back to his/her original date of hire for all purposes. Calculation of pension benefits shall be made from the date of hire. Longevity benefits shall be calculated in accordance with Article XIII. All time off with exception of earned compensatory time during the first ninety (90) days of the probationary period shall be without pay. Sick leave credits and vacation shall continue to accrue during the probationary period.

**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 30th and July 30th of each year.

#### Section F:

Where openings occur in jobs occupied by employees in the Bargaining Unit, excluding: all Foremen, all Assistant Foreman titles, and all titles in Class VIII and Class IX, the openings will be posted on the bulletin boards, together with the basic job duties, shifts and wage rates of such jobs. Notices will remain posted for fifteen (15) working days before the commission moves to find a "permanent" occupant, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing to his/her immediate supervisor.

#### Section G:

A job vacancy may be filled by a new hire if no applications from applicants meeting the minimum qualifications are received by the end of the posting period.

Employees in the bargaining unit who do not meet the minimum qualifications shall be given the opportunity to receive training for a position prior to hiring new employees who do not meet the minimum qualifications.

#### Section H:

The minimum qualifications for any job shall be as follows:

- (a) to qualify for jobs posted in Classes I through V the applicant must be physically and mentally able to perform the work and to be trained as necessary. All job descriptions, qualifications and tests will comply with the provisions of the Americans with Disabilities Act.
- (b) to qualify for a posted job in Labor Classes VI through VII, the applicant must be physically and mentally qualified to perform the work, and, further, successfully completed a written or oral exam which purpose is to measure and reflect the skills needed in the job and promulgated by the Commission, or designee, if the Commission in its sole discretion, desires to so test. All job descriptions, qualifications and tests will comply with the provisions of the Americans with Disabilities Act.
- (c) for promotion to senior titles, the Park Commission has the right to base promotions to senior titles upon the supervisors evaluation of the employee which may include part written, part interview and part hands-on work on the job with scoring.

#### Section I:

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 he/she 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 J:

Employees promoted to a new position shall serve a sixty (60) day probationary period in the new title, which may be extended upon mutual agreement between the Union and the Commission. An employee wishing to return to his/her prior position on or before the end of the probationary period shall be so allowed to return to the prior position before the end of the probationary period at the salary for the prior position in accordance with Article XXIII-B. In such event the employee serving in the prior position may be laid off, said layoff shall be governed by the provision of Article XII.

Section K:

In the event an employee is elected or selected by the Union to perform full-time union work, and is granted a leave of absence without pay, she/he shall continue to retain and accumulate seniority.

**ARTICLE III**  
**HOURS OF WORK**

Section A

All employees are to assume a 40-hour workweek. The workweek will generally consist of five (5) working days except as noted below. Employees hired for Monday through Friday work shall have Monday through Friday as their normal workweek. All regular work hours are attached as Schedule C. All work performed outside of Schedule C shall be treated as overtime hours. Any change in the hours of work in Schedule C shall be negotiated with the Union.

Employees whose job titles are listed in Schedule C (8:00 a.m. to 4:30 p.m. weekdays) and who were hired after January 15, 1992 may be subject to an alternative workweek. The alternative workweek may depart from the normal workday or workweek, so long as the employee's workweek consists of five consecutive workdays or two consecutive days off. Alternative workweek hours will be contiguous within the workday. The Commission shall notify the Union of the name, work location, job title, and starting work schedule of all employees hired after January 15, 1992, who are subject to the alternative workweek. When it becomes necessary for the needs of service to change an employee's work schedule, the Commission will give a two-week notice of such change to the employee. These employees shall have their work days and hours stated on a weekly work schedule. The Commission shall also notify the Union in writing when an employee's work schedule is changed. Overtime premium shall be applicable to hours worked in excess of forty (40) hours per week.

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

Collections Care Specialist  
Event Specialist  
Golf Shop Supervisor  
Historic Farm Foreman/Interpreter  
Historic Farmer/Interpreter  
Historical Program Specialist  
Historic Sites Maintenance Person/Farmer  
Historical Volunteer Program Specialist  
Horticultural Plant Records Curator Specialist  
Horticultural Program Specialist  
Horticultural Volunteer Program Specialist  
Miller-Historian  
Public Use Specialist  
Recreation Program Specialist  
Recreation Supervisor  
Senior Horticultural Program Specialist  
Senior Teacher Naturalist  
Senior Historical Program Specialist  
Teacher Naturalist

Employees working a flexible workweek shall have their work schedule posted at least two (2) weeks in advance. Flexible scheduled employees shall be scheduled two (2) continuous days off during their scheduled workweek. The flexible work schedule for the titles Historic Farmer/Interpreter, Historic Farm Foreman/Interpreter and Historic Site Maintenance Person/Farmer may include ten (10) hour workdays, and the normal workweek shall be forty (40) hours. Additionally, the Historic Site Maintenance Person/Farmer shall not be required to work, as part of their normal schedule, more than two (2) weekends, or any part thereof, per month. The Historic Farm Foreman/Interpreter and the Historic Farmer/Interpreter shall not be required to work, as part of their normal schedule, more than twenty-four (24) weekends or any part thereof per year.

The Teacher-Naturalist, Senior Teacher-Naturalist and Public-Use-Specialist may be required to work Saturday or Sunday as part of their normal work schedule. The Historical Program Specialist, Horticultural Program Specialist, Recreation Program Specialist, Senior Historical Program Specialist, Senior Recreation Program Specialist, Senior Horticultural Program Specialist Collections Care Specialist, Historical Volunteer Program Specialist, Horticultural Volunteer Program Specialist, Event Specialist, Miller-Historian, and Horticultural Plant Records Curator Specialist may be required to work Saturday and Sunday as part of their normal work schedule.

#### Section B:

1. Outside Personnel, Generally - all employees who are generally classified as outside personnel or who work on the outside, shall work eight (8) hours per day and in accordance with the starting and quitting time as specified in the work rules attached to this Agreement and made a part hereof as if incorporated herein. Said employees shall receive an unpaid one-half (½) hour for lunch. Nothing contained herein shall prevent the Morris County Park Commission or the supervisors to require the employees to work beyond said times provided employees are paid in accordance with Sections B.3 and E of this Article.

2. Office Personnel - All employees who are classified generally as office personnel who work in the administration of office routines shall begin and terminate work in accordance with the work rules which are attached hereto and made a part hereof as if incorporated at length herein. All office personnel will be permitted one-half (½) hour lunch unpaid. The same conditions with respect to overtime, as described in the section above, shall also apply to office personnel within the bargaining unit.

Overtime for all personnel of the bargaining unit shall be worked only with the approval of the Executive Director of the Morris County Park Commission or his designee.

#### 3. Overtime:

- (a) All employees who work beyond 40 hours per week shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate for each hour worked beyond 40 in one week. Employees may be permitted to take time and one-half (1½) compensatory time in lieu of pay; at their choice to a cap of 240 hours annually. No employee shall be permitted to accumulate over 240 hours of compensatory time in any one calendar year. Any overtime earned (worked) above 240 hours in compensatory time shall be paid at the rate of time and one-half (1½).

- (b) Overtime payments for working outside an employee's regular division shall only be compensated in cash, not compensatory time.
- (c) Employees shall not receive overtime payments for overtime scheduled but not worked if the employee is on workers compensation or was unable to work for sick or personal reasons, but shall receive two hours pay if they were scheduled to do the showmobile, were available to work, and the employee was given less than two days notice that the event was cancelled.
- (d) In the event that some employees are governed by working in shifts, the general policies applied in paragraphs 1 and 2 above shall prevail, and the same conditions and circumstances concerning compensatory time off shall apply as described above.
- (e) A minimum of one-day (24 hours) advance notice shall be required for a request of one full day of compensatory time off.
- (f) Compensatory time off request(s) to use less than eight (8) hours of compensatory time must be made at the beginning of the work shift subject to normal approval requirements. Requests shall be limited to a minimum of one (1) hour block of time.
- (g) A minimum of two days (48 hours) advance notice shall be required for request of two or more consecutive compensatory days off.
- (h) Permission to utilize compensatory time off shall not be unreasonably denied by the Superintendent or authorized designee if operating requirements and needs of service will not be adversely affected.

### Section C

Any compensatory time granted or accumulated prior to December 15th of the current calendar year must be used prior to the expiration of said year. Golf Course employees must use their accumulated compensatory time by March 15th of the following year. Compensatory time granted between December 15th through December 31st of the current calendar year, may be carried into the next calendar 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 up to a maximum of 240 hours 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 one of the remaining two 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

The midnight shift (midnight to 8:00 a.m.) differential pay is one dollar and fifty cents (\$1.50) per hour for engineers and custodians at the Mennen Sports Arena.

Custodians filling in for operating of engineers and driving the Zamboni machine shall receive an additional \$3.00 per hour differential after doing such work for at least four (4) hours of a shift.

#### Section G

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. Where employees can be interchanged for work assignments, scheduling for weekend work will be based upon the following order:

1. Two weeks notice
2. Volunteers first by seniority
3. Inverse seniority within each park location and division
4. Assign alternative work week employees

Weekend scheduled overtime shall be for a guaranteed minimum of three (3) hours work at the rate of time and one-half. The guaranteed minimum of three (3) hours shall not include any travel time. All other overtime shall be paid as stated in Section B3a and Section D of this Article.

Failing to report for scheduled overtime as described herein will subject the employee to the disciplinary action described in paragraph 16 of Schedule B of this Agreement.

#### Section H

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. Where employees can be interchanged for work assignments, scheduling for call-in will be on a rotational basis from a seniority list comprised of employees from each work location, which is to be maintained at each work location.

## **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 or 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. Non-contractual grievances shall be processed up to and including Step 4 of the procedure and such decision of the Park Commission shall be final and binding.

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

#### **Section 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 superior, and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

#### **Section C: Procedure**

**Step 1** - An aggrieved employee must file his grievance in writing with his immediate superior 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 immediate superior. The immediate superior shall meet with the grievant and his/her shop steward within three (3) workdays of receipt of the grievance to discuss the grievance. The immediate superior shall render a written decision within two (2) workdays of said meeting.

**Step 2** - If the grievance is not resolved satisfactorily or if no resolution is made by the immediate superior, the employee must present his grievance to his Division Head (in the event his immediate

superior is not the Division Head), within five (5) working days of receipt of an answer or the expiration of the time to answer at Step 1. The Division Head shall meet with the grievant and/or his/her shop steward within three (3) workdays of receipt of the grievance. The Division Head shall respond in writing within two (2) workdays of said meeting.

**Step 3** - If the employee is not satisfied with the answer at Step 2, the employee and/or his/her chosen representative shall submit the written grievance to the Executive Director of the Morris County Park Commission, or the Commission's designee, within five (5) working days of the reply at Step 2, who in turn, shall submit to the Union a written answer to the grievance within five (5) working days.

**Step 4** - If the decision at Step 3 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 3. Upon receipt of such an appeal, the President of the Park Commission or his designee 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 3.

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 5** - Contractual grievances that are unsatisfactorily resolved at Step 4 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.

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

Any costs 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. Just cause shall be defined as follows:

- (a) The Commission gave the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct.
- (b) The Commission's rule or managerial order was reasonably related to the orderly, efficient, and safe operation of the Parks.
- (c) Before administering discipline to an employee, the Commission made an effort to discover whether the employee did in fact violate or disobey a rule or order of management.
- (d) The Commission's investigation was conducted fairly and objectively.
- (e) At the investigation the "judge" obtained substantial evidence or proof that the employee was guilty as charged.
- (f) The Commission has applied its rules, orders and penalties even-handedly and without discrimination to all bargaining unit employees.
- (g) The degree of discipline administered by the Commission in particular case must be reasonably related to (i) the seriousness of the employee's proven offense and (ii) the record of the employee and his service with the Commission.

Discipline in the form of warnings and/or reprimands shall only be subject to the first four (4) 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 first step shall be waived; 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.

## Section E: General Provisions

1. 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.
2. All grievances below the Commission level will be held during working hours.
3. 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.



4. An employee who seeks authorization to leave his/her work for the purpose of investigating, presenting and adjusting grievances will first notify his/her immediate supervisor, or other responsible supervisor and obtain authorization before leaving his/her work station and will again report to him/her upon his/her return. Such authorization will not be unreasonably denied.

5. The Commission shall make available to the Union all necessary and pertinent information regarding grievances.

6. The Commission shall recognize only those Stewards and Officers for whom they receive official notice from the Union in writing.

7. Answers to all grievances shall be in writing and responsive to the grievance.

8. Notwithstanding anything in this Article to the contrary, the Union in its own right may initiate written grievances. Such grievance shall proceed immediately to Step 3 of the grievance procedure.

**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. The Friday after Thanksgiving Day |
| g. Independence Day              | n. Christmas                         |

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 that 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.

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. If an employee is required to work on any one of the enumerated holidays, she/he shall be compensated for each hour worked at the rate of one and one-half times his/her regular hourly rate in addition to the standard holiday pay.

Section B: Vacations

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

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

The vacation period for employees shall begin January 1st of each year and continue in effect until December 31st 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) Notwithstanding sections (a) – (d) above, employees may request vacation use during black-out periods. However, only the Executive Director or the Deputy Executive Director shall have the authority to approve such requests. Management will respond to such requests within forty-eight (48) hours of receipt of the request.

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 the 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 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 granted on the same terms and conditions to employees covered by this Agreement without the need for further negotiations.

6. Vacation request for five (5) or more workdays shall be made at least one week in advance. Requests for single vacation days shall be made at least twenty-four (24) hours in advance. In the event of emergency, requests less than twenty-four (24) hours in advance will not be unreasonably denied.

7. Requests for vacation time shall be limited to a minimum of one (1) hour block of time.

#### Section C: Sick Leave

Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, and 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, registered same-sex domestic partner, 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, she/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 she/he 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. Sick leave cannot be used as terminal leave, except as provided below; there shall be no accumulated time under any circumstances for sick leave when leaving the employ of the Commission. 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 she/he is entitled.

Notice of absence is required as follows: Each employee is required to notify his 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. As it pertains to employees assigned to the Mennen Arena, in order to receive approval for sick time, the employee must call out for sick time at least one hour before the start of the scheduled work shift. 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 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. But 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 an absence 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 (30%) percent 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) workday'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 that 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 (½) day increment and shall be made with at least two days' notice.

#### Section E: Jury Duty

Each employee shall be allowed leave with pay if required for jury duty. The employee shall give a written request for such leave 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

1. With Pay - If a permanent employee is a member of the National Guard, Naval Reserve, or of any of the Reserve Components of the Armed Forces of the United States, she/he shall be eligible for, and entitled to his/her regular salary for a period not to exceed thirty (30) calendar days per year, if

called to active duty or training, without any deduction or credit being given for his/her Guard or Reserve pay. Such leave shall be in addition to regular vacation leave but applies only to mandatory duty not additional voluntary participation.

2. Without Pay - If the employee is inducted into the Armed Forces, the employee shall be entitled to Military Leave without pay, provided a written request to the supervisor and a copy of the orders are attached. While in the military service, the employee's contributions to the retirement System will be maintained and seniority will be continued. The employee will be entitled to reinstatement, provided the employee is physically able and makes application for reinstatement within ninety (90) days of Honorable Discharge.

#### Section G: Bereavement Leave

1. The Commission shall provide bereavement leave with pay not to exceed three (3) working days in the case of 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/her family and of his/her need for leave. Notification must be given as in the case of illness under Article V, Sick Leave, Section C. The Personnel Office may require proof of death.

#### 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.

The Commission shall reimburse any toll call expenses incurred as a result of the phone chain.

Any employee who reports to work on a day on which the phone chain was implemented shall be paid for the day, and shall receive a compensatory day off at another time.

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 rotational 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 full-time employee who is required by the Commission to wear a uniform while on duty shall be issued six (6) uniforms. The Commission shall determine the number of uniforms for the Educational & Interpretive Service staff, Recreation Supervisor, Skate Shop Supervisor and Golf Shop Supervisor. Uniform replacements shall be made according to need by the Park Commission. Effective January 1, 1998, the uniform maintenance allowance was increased to \$280.00 and rolled into the base salary prior to implementing the 1998 wage increase referenced in Article XV. At this point, it shall be recognized by both parties that the uniform maintenance allowance is included in the base salary and hence shall be eliminated as a separate or additional payment.
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.
3. Upon execution of Agreement employees who are required to wear safety boots shall be reimbursed up to \$90.00 annually for one pair of boots. Said boots shall conform to safety standards as defined by the Morris County Park Commission. The process for the annual reimbursement shall be developed and implemented by the Director of Safety/Park Maintenance.
4. Effective January 1, 2009 employees who work in the Building and Construction Department will be provided with a light weight Carhartt pant to be worn when they do not pose a safety issue.

**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 who shall be selected by the Union and the Executive Director of the Park Commission shall select two (2) members. 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 state so in writing with his reasons. 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 current Park Commission Educational 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 and the Union.

### 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



All employees hired on or after January 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.

5. The current individual employee coverage dental insurance plan 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 of year coverage) per employee. It is understood and agreed that the employee and the Commission shall equally share any increase in the dental premium charged by the authorized carrier during the term of this agreement. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefits as provided the employee. The employee shall pay the total cost of the premium charged for the dependent coverage.

6. 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 non-reimbursable eligible medical or dependent care expenses.

7. As provided in Resolution No. 157-95, adopted by the Morris County Park Commission on October 23, 1995, effective January 1, 1996 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 receive an annual 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.

Effective January 1, 1996 and continuing thereafter, employees who have previously waived their medical and prescription plan coverage and elect to continue to waive this coverage shall be entitled to the payments named above.

8. 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 the benefits shall remain substantially the same.

#### 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 1½ times contributory insurance is mandatory at the employee's expense at the present cost as determined by

the New Jersey State Division of Pensions), the employee may thereafter at the employee's option withdraw from the contributory insurance only, provided required notification is given. Once an employee decides not to continue contributory insurance after one year's service with the Commission pursuant to the rules and regulations of the Public Employees' Retirement System, he/she may not reapply for this benefit.

3. Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes paid up policy equal to presently 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: Retirees

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.

a. 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 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.
- b. Employees hired after January 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 January 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.
- c. Co-payments for the HMO Option applicable to active employees shall continue upon retirement.

**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 that were, or could have been, the subject matter of negotiations between the parties.

During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

**Section B:**

If any provisions of the 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 power, 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 shall include but not be limited to 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 the current Union Officers and Stewards or their designated representatives for processing grievances.

Use of such days shall be at the sole discretion of the Union, provided the Union gives two (2) weeks notice. If less than two (2) weeks notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied.

### Section B:

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 the Vice-President of the union for the purpose of attending the annual International Union Conference. The total paid leave time is three days and the total unpaid leave time is ten days.

### Section C:

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 D:

Union Stewards shall be the last to be involuntarily transferred from one work location to another or from one shift to another.

### Section E:

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 F:

The officers and stewards 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 G:

The Union may hold meetings of the Park Commission Bargaining Unit in the Parks during break times and on the lunch hour.

Section H:

The Union may distribute literature in the Parks to members of the bargaining unit.

Section I:

Negotiations for a successor contract shall be conducted during the normal workday.

Negotiations will be scheduled to commence no later than 1:00 p.m. and may continue into the evening if necessary. The parties may mutually agree to a later commencement time for negotiations as necessary.



**ARTICLE XI**  
**SAFETY & HEALTH**

**Section A:**

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

- 2 IAIW, Local 1 members, each of who will serve a 2-year non-recurring term. Terms of each will be staggered such that one position will expire each year.
- 1 Park Police Representative
- 1 Supervisory Representative
- Superior Officer Representative
- Management Representative
- Manager of Internal Communications, Compliance and Safety 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 upon 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 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, the Commission shall pay working time lost.

Section F:

If an 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, wood chipper and gas powered pole saws unless accompanied by another employee. Equipment such as weedwackers equipped with a saw blade can be operated by one employee as long as there is a second employee within visual distance of the operator. All other equipment not listed in this section shall be operated by one employee upon demonstration of proficiency of equipment operation and safety to the supervisor.

## **ARTICLE XII**

### **LAYOFF AND RECALL**

#### **Section A: Layoff**

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 the layoff(s).
3. Bumping Rights - When an employee is laid off due to a reduction in the work force, she/he 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.

#### **Section D: Stewards and Union Officers**

Notwithstanding any other provisions, Union Officers, Chief Stewards and Stewards shall be the last to be laid off or transferred. They shall also be the first to be recalled.

**ARTICLE XIII**  
**LONGEVITY**

Section 1:

The existing longevity schedule shall remain in effect for each employee actively employed and covered by this Agreement prior to January 1, 1992 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 employee's date of hire effective January 1, 1987.

Section 2:

The provisions of this Article XIII shall apply only to employees actively employed and covered by this Agreement prior to January 1, 1992. Effective January 1, 1992, new employees are not eligible for longevity benefits.

Section 3:

For employees currently eligible and receiving longevity, it will be eliminated by rolling it into base pay in 2007 (at the 2006 amount) and be eliminated thereafter.

**ARTICLE XIV**  
**PAYROLL DEDUCTIONS FOR UNION DUES**

**Section A:**

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 to 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 harmless against any and all claims, demands, suits or other forms of liability, that shall arise out of or by 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 XV**  
**WAGES**

1. In each year of this Agreement the Commission may grant a performance incentive to eligible employees whose performance exceeds the established performance standards. This performance incentive will be paid in a lump sum amount of four hundred dollars (\$400.00). Said amounts shall not become part of the base salary structure and may be granted solely upon exceeding the established performance standards, and upon review and approval of the Commission. The performance bonuses shall be paid in January from evaluation of the prior year.
  
2. Recommendations for said performance raises shall be made by the Supervisory Personnel and Division Directors immediately supervising the individual bargaining unit member after completing the biannual performance evaluation. The Executive Director of the Morris County Park Commission and/or his designee(s) shall review the Division Director's recommendation and make a final determination regarding performance increases subject to acceptance by the Morris County Park Commission. Employees may appeal denial of above-standard performance pay to the Morris County Park Commission Personnel Committee and/or the Committee's designee(s) whose determination shall be final and binding.
  
3. All performance evaluations for employees shall be completed and submitted to the Executive Director on or before November 1 in each year of the Agreement.
  
4. As part of the pay-for-performance plan, the Labor Management Committee will continue to meet and propose criteria for the evaluation of employees. These criteria are subject to approval by the Morris County Park Commission and nothing herein shall limit the Commission's managerial prerogatives. The plan shall provide for performance incentive pay for exceeding performance standards.
  
5. Effective each year of this Agreement, minimum salaries for each classification shall be:

<b>Classification</b>	<b>Minimum 1/1/09</b>	<b>Minimum 1/1/10</b>
1	\$32,427.00	\$33,561.00
2	\$32,654.00	\$33,797.00
3	\$33,255.00	\$34,418.00
4	\$33,845.00	\$35,029.00
5	\$34,336.00	\$35,538.00
6	\$36,039.00	\$37,300.00
7	\$39,899.00	\$41,296.00
8	\$42,031.00	\$43,502.00
9	\$44,950.00	\$46,523.00

New employees hired will receive the appropriate minimum salary according to Classification. Incumbent employees will receive salary increase as in section 6, and 7 of this Article.

6. Effective January 1, 2009, each employee covered by this Agreement shall receive a salary increase of 3.5%.

7. Effective January 1, 2010, each employee covered by this Agreement shall receive a salary increase of 3.5%.

**ARTICLE XVI**  
**PAST PRACTICES**

Benefits such as vacation time, health benefits, etc., which are substantially uniform in their application to workers in the Bargaining Unit, and which are currently provided to those employees, shall remain in effect without reduction during the term of this Agreement unless expressly modified herein.



**ARTICLE XVII**  
**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. The Park Commission shall give a copy of job descriptions to each Union Steward so identified by the Union.

**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 of pay 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 XVIII**  
**REST PERIODS**

Section A

Employees shall be given one (1), fifteen (15) minute rest period in each workday in addition to the regularly scheduled lunch period. During such rest periods, the employee(s) shall be free to leave their work place with the exception of designated personnel who shall remain on the premises for safety and security measures. Such rest periods shall be paid for at the employee's regular rate and shall not result in lengthening his/her overall workday.

**ARTICLE XIX**  
**PERSONNEL FILE**

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 XX**  
**DISABILITY PLAN**

For the employees covered by this Collective Bargaining Agreement, the disability plan currently in effect shall be continued during the term of this Agreement without substantive modification or alteration with the exception that the maximum weekly disability benefit for eligible employees shall be increased to \$255.00 per week and the employees annual contribution shall be increased to \$65.00 per year, effective upon the signing of this Agreement.

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 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 weekly average wage. Morris County would remain as guarantor.

**ARTICLE XXI**  
**LIABILITY CLAIMS INDEMNIFICATION**

Employees covered by this Agreement shall be entitled to defense and indemnification by the Commission for all actions performed within the 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 XXII**  
**PESTICIDES**

The Park Commission shall designate those titles, which shall be required to apply pesticides.

Employees 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 equitable as possible among those in a title that is required to apply pesticides.

**ARTICLE XXIII**  
**PROMOTIONS, DEMOTIONS AND TRANSFERS**

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 based upon the dollar amount listed in the table below for each movement from class to class. (i.e. employee is promoted from a class four to a class nine; the employee would receive the sum of the stated dollar amount from class five to class nine or \$6,800.00). In no event shall the employee receive less than the minimum salary for the classification for the title to which he or she is promoted.

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 the salary based upon the dollar amount listed in the table below for each movement from class to class. (i.e. employee is demoted from a class nine to a class four; the employee's salary would be reduced by the sum of \$6,800.00). In no event shall an employee's salary be greater than the maximum for the title to which she/he was demoted. An employee who either voluntarily or at the direction of the Park Commission, returns to a prior position during or at the completion of a probationary period shall return to their prior rate of pay.

Section C: Promotion/Demotion Table

Class 2 - \$500.00	Class 6 - \$1,200.00
Class 3 - \$500.00	Class 7 - \$1,400.00
Class 4 - \$600.00	Class 8 - \$1,500.00
Class 5 - \$700.00	Class 9 - \$2,000.00

Any employee promoted to a senior position will receive an increase consistent with the promotion/demotion schedule for the appropriate movement between the salary classes, provided that the actual increase received is at least 5% of the employee's base salary. In the case of promotion to the position of senior park maintenance, employees will receive a five percent (5%) adjustment while serving in the senior capacity and be placed in salary class 5 without any additional salary adjustment. If a senior park maintenance employee moves out of that position the five percent (5%) differential will be eliminated.

Section D: Out of Title Pay

An employee in a higher classification will receive the rate of pay for hours worked in said classification commencing with the fifth (5th) day and continuing until s/he returns to his/her regular job classification.

Section E: Transfers

Employees cannot transfer during their first year of employment, but may request one lateral transfer per year thereafter. A transfer resulting from a promotion is excluded from the above limitation.

**ARTICLE XXIV**  
**LICENSURE**

Employees covered by this Agreement who are required by the Commission to possess a Commercial Driver's License (CDL) shall be reimbursed for the cost of the testing and the license fee which is in excess of the basic passenger license.



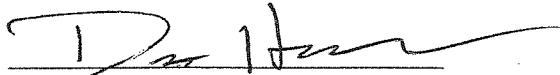
**ARTICLE XXV**  
**APPLICATION OF BENEFITS**

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, 2009 through the date of retirement of any employee retiring prior to the date of signing of the Agreement. The estate of a deceased employee who dies prior to the date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2009 to the employee's last date of employment.


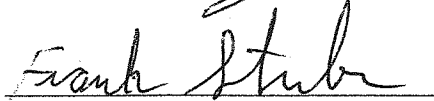
**ARTICLE XXVI**  
**DURATION**

This Agreement shall be in full force and effect from January 1, 2009, and shall remain in effect through December 31, 2010. 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, 2010.

INTERNATIONAL ASSOCIATION  
OF INDUSTRIAL WORKERS,  
LOCAL 1

  
Derek Hull, Business Representative  
IAIW Local 1

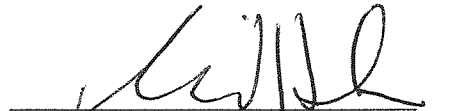
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Greg Galfo, Union Representative  
IAIW Local 1

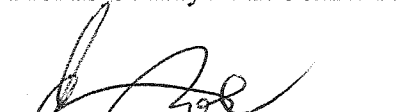
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MORRIS COUNTY PARK COMMISSION

  
Judith Schleicher, President  
Morris County Park Commission

  
David Helmer, Executive Director  
Morris County Park Commission

  
Glenn Roe, Director  
Treasurer

**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 - 8:00 a.m.

Golf Course - 6:00 a.m. during the season and 7:00 a.m. at other times.

Office - 9:00 a.m.

The times cited above are not the arrival time, but the start of the workday. Flexible and alternative scheduled 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 en route from one area to another area. Office personnel will take the rest break at 10:00 a.m. Flexible and alternative scheduled 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 cell phones during working hours for non-Park Commission business is 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 - 4:30 p.m.

Golf Course - 2:30 p.m. during the season and 3:30 p.m. at other times.

Office - 4:30 p.m.

Flexible and alternative scheduled 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 Office Manager and the 24-Hour Workers Compensation Reporting Hotline 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, or 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 - 12:00 noon to 12:30 p.m.

Golf Course - 12:00 noon to 12:30 p.m.

Educational - Lunch period one-half hour (½).

Office - Three periods:

12:00 noon to 1:00 p.m.

12:30 p.m. to 1:30 p.m.

1:00 p.m. to 2:00 p.m.

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 and alternative scheduled 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, divisional director and be submitted 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 work 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.

16. Failing to report for scheduled overtime work will be subject to the following disciplinary action:

- a. First no show in calendar year--verbal counseling
- b. Second no show in calendar year - verbal reprimand and removal from the overtime list for two (2) rotations of overtime assignments,
- c. Third no show in calendar year - written reprimand and removal from the overtime list for four (4) rotations of overtime assignments.
- d. Fourth no show in calendar year - written reprimand and removal from the overtime list for eight rotations of overtime assignments and one (1) day suspension without pay.
- e. Fifth no show in calendar year - may be suspended or terminated.

**SCHEDULE "C"**  
**WORK WEEK FOR EMPLOYEES IN IAIW, LOCAL 1 BARGAINING UNIT**

<u>Schedule</u>	<u>Job Title</u>
<b>40 Hours weekly</b> <b>8:00 a.m. to 4:30 p.m.</b> <b>Weekdays</b>	Clerk Administration, Mechanic Helper, Carpenter Apprentices, Other Helpers and Apprentices, Tree Trimmer, Park Maintenance, Building Maintenance, Caretaker, Carpenter, Painter, Plumber, Electrician, Construction, Stock Clerk, Assistant Foreman, Mechanic, Gardener, Tree Climber, and Park Foreman, Natural Resource Management Specialist, Utility Foreman, Utility Person, Senior Utility Person and Senior Park Maintenance, Skilled Tradesman, Trades Foreman.
<p>All employees with these job titles hired after January 15, 1992 will have their work hours and workdays determined by management and stated on a weekly work schedule. These workdays and work hours may depart from the normal workday and workweek (Monday through Friday, 8:00 a.m. - 4:30 p.m.) of employees hired before January 15, 1992.</p>	
<b>From April - November:</b> <b>7:00 a.m. - 3:30 p.m.</b>	Mechanic Foreman
<b>From April 1 - Sept. 30:</b> <b>6:00 a.m. to 2:30 p.m.</b> <b>Weekdays</b>	Golf Course Maintenance, Golf Course Assistant Foreman, Golf Course Mechanic, Golf Course Foreman, Senior Mechanic, and Senior Golf Course Maintenance
<b>From Oct. 1 - March 31:</b> <b>7:00 a.m. to 3:30 p.m.</b> <b>Weekdays</b>	
<b>35-Hour Weekly</b> <b>9:00 a.m. to 4:30 p.m.</b> <b>Weekdays</b>	Senior Engineering Aide
<b>Eight-Hour Shifts</b> <b>40 hours Weekly</b>	Custodian, Custodian/Messenger, Operating Engineer and Relief Operating Engineer, Senior Operating Engineer.

**35 Hour Flexible Schedule  
Weekly**

Miller-Historian, Historical Program  
Specialist

**40 Hour Flexible Schedule  
Weekly**

Historical Maintenance Person/Farmer,  
Historic Farmer/ Interpreter, Historic Farm  
Foreman/Interpreter, Recreation Program  
Specialist Horticultural Program Specialist,  
Teacher - Naturalist, Sr. Teacher Naturalist,  
Recreation Supervisor, Senior Historical  
Program Specialist and Senior Horticultural  
Program Specialist, Collections Care  
Specialist, Event Specialist, Historical  
Volunteer Program Specialist, Horticultural  
Volunteer Program Specialist, Horticultural  
Plant Records Curator Specialist, Miller-  
Historian, Historical Program Specialist.

**40 Hour Week, as Required**

Cashier, Skate Shop Supervisor, Assistant  
Skate Shop Supervisor, Matron, Skate Guard  
Supervisor, Assistant Skate Guard Supervisor,  
Principal Skate Shop Supervisor, and Golf  
Shop Supervisor.

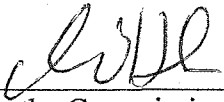
All new hires, regardless of the schedules listed above, will assume a 40-hour workweek.

## Side-Bar Agreement

Notwithstanding "Schedule C," work week for employees in the IAIW, Local 1 bargaining unit, the parties hereby agree to the following:

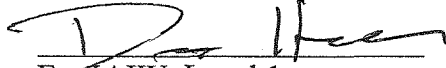
Effective upon the signing of the 2009-2010 collective bargaining agreement, the work schedule for Building and Construction personnel may be revised on a trial basis. The Trial schedule shall continue until December 31, 2010 and terminate on such date, unless it is decided, by mutual agreement of the parties, that it shall be continued.

The weekly work schedule shall be "40 hours per week as required" as provided in the Basic Labor Agreement.



For the Commission

Dated: 5/5/09



For IAIW, Local 1

Dated: 4-30-09



## Side-Bar Agreement

Notwithstanding "Schedule C," work week for employees in the IAIW, Local 1 bargaining unit, the parties hereby agree to the following:

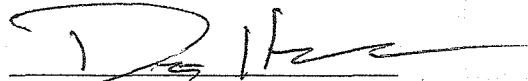
Effective January 1, 2009 or upon the signing of the 2009-2010 collective bargaining agreement, whichever occurs the earliest, the work schedule for Park Maintenance personnel may be revised on a trial basis. The Trial schedule shall continue until December 31, 2010 and terminate on such date, unless it is decided, by mutual agreement of the parties, that it shall be continued.

The base year-round work schedule for Park Maintenance employees who were hired prior to January 15, 1992 and are not normally subject to alternative schedules or flexible work schedules will consist of five workdays, Monday through Friday with an 8-hour work schedule from 8:00 a.m. to 4:30 p.m. This daily schedule may be adjusted up to two hours earlier (6:00 a.m. to 2:30 p.m.), and by site, for specific work assignment basis at the discretion of the Director of Park Maintenance, after consultation with the union designee. Employees are to be advised of any schedule changes at least seven days prior to the effective date.

The Park Commission can terminate this scheduling agreement at any time.



For the Commission  
Dated: 5/5/09



For IAIW, Local 1  
Dated: 4-30-09

## Side-Bar Agreement

Notwithstanding "Schedule C," work week for employees in the IAIW, Local 1 bargaining unit, the parties hereby agree to the following:


Effective January 1, 2009 or upon the signing of the 2009-2010 collective bargaining agreement, whichever occurs the earliest, the work schedule for the Golf Course Maintenance personnel may be revised on a trial basis. The Trial schedule shall continue until December 31, 2010 and terminate on such date, unless it is decided, by mutual agreement of the parties, that it shall be continued.

The base year-round work schedule will consist of five workdays, Monday through Friday with an 8-hour work schedule from 6:00 a.m. to 2:30 p.m. This daily schedule may be adjusted up to one hour earlier or later at the sole discretion of the Golf Course Superintendent, after consultation with the union designee. Employees are to be advised of any schedule changes at least seven days prior to the effective date.

The Park Commission can terminate this scheduling agreement at any time.



For the Commission  
Dated: 5/5/09



For IAIW, Local 1  
Dated: 4-30-09

### Side-Bar Agreement

Notwithstanding "Schedule C," work week for employees in the IAIW, Local 1 bargaining unit, the parties hereby agree to the following:

Effective January 1, 2009 or upon the signing of the 2009-2010 collective bargaining agreement, whichever occurs the earliest, the Mechanic Foreman at Lewis Morris Park or his designee, as approved by the Superintendent of Park Maintenance, may work a 6:00 a.m. to 2:30 p.m. schedule.

This shall be implemented on a trial basis. At the expiration of the contract, December 31, 2010, this sidebar agreement shall terminate, unless it is mutually agreed upon by the parties that it shall be continued.

The Park Commission can terminate this scheduling agreement at any time.



For the Commission

Dated: 5/5/09



For IAIW, Local 1

Dated: 4-30-09

