

Contract no. 127

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

-AND-

MORRIS COUNTY PARK COMMISSION

EFFECTIVE

JANUARY 1, 1991 - DECEMBER 31, 1992

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	SENIORITY AND JOB POSTING	4
III	HOURS OF WORK	7
IV	GRIEVANCE PROCEDURE	11
V	LEAVE, VACATION AND HOLIDAYS	15
VI	MISCELLANEOUS CONDITIONS OF EMPLOYMENT	22
VII	INSURANCE AND PENSION	24
VIII	FULLY BARGAINED AND SAVINGS CLAUSES	27
IX	COMMISSION RIGHTS AND RESPONSIBILITIES	28
X	UNION RIGHTS	29
XI	SAFETY & HEALTH	31
XII	LAYOFF AND RECALL	33
XIII	LONGEVITY	34
XIV	PAYROLL DEDUCTIONS FOR UNION DUES	35
XV	WAGES	37
XVI	PAST PRACTICES	39
XVII	JOB CLASSIFICATION	40
XVIII	REST PERIODS	41
XIX	PERSONNEL FILE	42
XX	DISABILITY PLAN	43
XXI	LIABILITY CLAIMS INDEMNIFICATION	44
XXII	PESTICIDES	45
XXIII	PROMOTIONS AND DEMOTIONS	46
XXIV	LICENSURE	48
XXV	APPLICATION OF BENEFITS	49
XXVI	DURATION	50
SCHEDULE B	WORK RULES	51
SCHEDULE C	WORK WEEK FOR EMPLOYEES IN CWA UNIT	54

PREAMBLE

THIS AGREEMENT, made and entered into this 8th day of November 1991, by and between the MORRIS COUNTY PARK COMMISSION, hereinafter referred to as the Commission, and the COMMUNICATIONS WORKERS OF AMERICA, 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

Carpenter Apprentices
Cashier
Matron
Mechanic Helper
Other Helpers and Apprentices

Class IV

Assistant Skate Shop
Supervisor
Building Maintenance
Caretaker
Custodian
Park Maintenance
Skate Guard Supervisor
Tree Trimmer

Class IV-A

Golf Course Maintenance

Class VI

Administrative Secretary/
Reservation Coordinator (Park
Police)
Carpenter
Construction
Electrician
Farmer
Painter
Plumber
Senior Engineering Aide
Stock Clerk
Utility Person (Construction &
Horticulture)

Class VII

Assistant Farm Foreman
Assistant Foreman
Mechanic
Plantsman
Public Use Specialist
Skate Shop Supervisor
Tree Climbers
Teacher Naturalist

Class VII (Cont.)

Historical Program Specialist
Horticultural Program Specialist
Relief Operating Engineer

Class VIII

Miller Historian
Operating Engineer
Principal Skate Guard
Senior Teacher Naturalist

Class IX

Farm Foreman
Foreman
Recreation Supervisor
Utility Foreman (Construction &
Horticulture)

The following titles are excluded from the bargaining unit:

Secretary/Director, Assistant Director, 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 Visitor Services, 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, Confidential Employees: Assistant Director of Fiscal Resources, Bookkeeper, Personnel Clerk, Chief Personnel Clerk, Civil Engineer, Office Manager, Park Police (Morris County), Park Administrator, Special Assistant, Administrative Assistant. 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, Skating School Administrator 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 and Senior Golf Course Maintenance shall be established. The number of positions and the title criteria shall be set by the Commission. Compensation for senior titles will reflect a five percent (5%) increment over their current base salary.

- 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 as permanent and his/her seniority shall date back to 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 filled by employees in the Bargaining Unit, excluding all foremen and assistant foremen titles, 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 five (5) working days before permanently filling the jobs, 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.
- (b) to qualify for a posted job in Labor Grades VI through IX, 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.

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 without incurring any penalty. 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:

The work week 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 work week. 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. week days) and who were hired after January 15, 1992 may be subject to an alternative work week. The alternative work week may depart from the normal work day or work week, so long as the employee's work week consists of five consecutive work days or two consecutive days off. Alternative work week hours will be contiguous within the work day. 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 work week. 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 work week:

Farmer	Miller-Historian
Farm Foreman	Teacher Naturalist
Assistant Farm Foreman	Historical Program Specialist
Public Use Specialist	Horticultural Program Specialist

Employees working a flexible work week shall have their work schedule posted at least two (2) weeks in advance. Flexible scheduled employees shall be scheduled two (2) contiguous days off during their scheduled work week. The flexible work schedule for the titles Farmer, Farm Foreman and Assistant Farm Foreman may include ten (10) hour work days, and the normal work week shall be forty (40) hours. Additionally, the Farmer, Farm Foreman Assistant Farm Foreman shall not be required to work, as part of their

normal schedule, more than two (2) weekends, or any part thereof, per month.

The 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 and the Miller-Historian, may be required to work Saturday and Sunday as part of their normal work schedule.

Any deviations from the above shall be paid at the overtime rate.

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 (1/2) hour for lunch. Nothing contained herein shall prevent the Morris County Park Commission of the County of Morris 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.

All overtime is to be worked only with the approval of the Secretary/Director of the Morris County Park Commission or his designee.

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. Office personnel will be permitted one (1) hour for lunch unpaid. The Education and Interpretive Staff will be permitted one-half (1/2) hour for 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.

3. Overtime -

(a) All employees, except Pro-Shop Cashier who work beyond their normal work week shall be paid at the rate of time and one half (1 1/2) the employee's regular hourly rate for each hour worked beyond their normal work week (32 1/2, 35, 40 hours). Employees may be permitted to take time and one-half (1 1/2) 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 (1 1/2).

(b) 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.

(c) A minimum of one day (24 hours) advance notice shall be required for a request of one full day of compensatory time off.

(d) Compensatory time off request(s) of less than one full day shall be made by the employee to the Superintendent or authorized designee within the first half hour of the start of the employee's shift. The Superintendent or authorized designee will approve or deny the employee request within the first half hour of the start of the employee's shift.

(e) A minimum of two days (48 hours) advance notice shall be required for request of two or more consecutive compensatory days off.

(f) 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 (1 1/2) pay or compensatory time up to a maximum of 240 hours in any calendar year will be paid at the option of each employee. Such option is to be requested by each employee of the Commission by January 15th and July 15th for each year of this Agreement. In the event that an option has not been made by an employee at the above cited dates, then the option for the previous year will prevail for the

ensuing year. Weekend scheduled overtime shall be for a guaranteed minimum of four (4) hours at the rate of time and one-half. All other overtime shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate, for each overtime hour worked.

Section F:

Shift Differential Pay - Twenty five (25) cents per hour for engineers and custodians at the Mennen Sports Arena on the midnight to 8:00 a.m. 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 on a rotational basis from a seniority list comprised of employees from each work location to be maintained at each work location.

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 not 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 (1 1/2) 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) work days of receipt of the grievance to discuss the grievance. The immediate superior shall render a written decision within two (2) work days 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) work days of receipt of the grievance. The Division Head shall respond in writing within two (2) work days 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 Secretary/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 which 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 |

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. (a) If an employee is required to work on any one of the enumerated holidays, she/he shall be granted compensatory time off for each such holiday worked at the rate of time and one-half (1 1/2) the hours worked, or she/he may receive payment at the rate of time and one-half (1 1/2) for that time if the employee has previously elected to do so as permitted by Section B and E of Article III.

(b) If an employee who is required to work on an enumerated holiday would not normally be scheduled to work on that day, the employee shall be permitted to take the holiday off on another date to be scheduled with the approval of the Commission within ninety days (90) of the applicable holiday worked. This holiday time or equivalent pay shall be in addition to the compensatory time referred to in subsection 5(a) herein.

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 April 1 through May 31, no vacations shall normally be scheduled;

(b) From June 1 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 31, vacation time not utilized above shall be scheduled;

(e) Vacation requests which deviate from the provisions stated above shall be submitted to the Secretary/Director who shall have the sole authority for approval.

3. In any vacation period, annual vacation, or any portion thereof, which is not taken or granted by reason of the pressure of work, shall be accumulated to 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 work days shall be made at least one week in advance.

Section C - Sick Leave:

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

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from employment occurs before the end of said year, and the employee has used more sick leave than appropriate on a pro rata basis, 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. 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 five (5) 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 Secretary/Director of the Morris County Park Commission or his designee reserves the right to verify absences in cases where there is reason to believe an employee is abusing sick leave. All unjustified absences are subject to disciplinary procedures including dismissal.

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

The Park Commission agrees to provide payment for unused, accumulated sick time. Any employee who retires during the term of this Agreement, shall be reimbursed for accumulated sick time at thirty (30%) percent of the present day value of sick time to a maximum of \$8,520.00.

Section D - Administrative Days

1. Each employee shall be entitled to have three (3) working days of leave without loss in pay upon written request to, and the approval of, the Secretary/Director of the Morris County Park Commission or designee, for personal business.

2. In the event an administrative leave day is not approved, the employee shall be provided with a written statement of reasons for such action.

3. Requests for administrative days must be made no less than two (2) working days in advance. Exceptions to this two (2) day notice shall not be unreasonably denied. However, denials shall not be grievable.

4. Administrative leave days shall not accumulate year to year.

Section E - Jury Duty:

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

Section F - Military Leave:

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.

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, 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. Proof of death may be required by the Personnel Office.

Section H - Other Leaves:

Time off, other than those specified above in this Article may be honored when warranted by the Commission. For a leave of

absence without pay, the employee shall submit a written request to the supervisor at least thirty (30) days in advance stating the reason for the request and the time required. This request will be forwarded to the Commission and promptly answered. The employee is required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

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

Section I - Maternity:

Absences because of maternity shall be subject to the same conditions as absences due to illness. For the purpose of disability benefits, maternity shall be considered the same as illness under the existing County disability program.

Employees shall be granted an unpaid leave of absence up to one (1) year for maternity and/or child care purposes. When an employee is on maternity or child care leave, any employees hired to fill the vacancy will be considered temporary employees.

Section J - Weather Emergencies:

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

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

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

Any employee who reports to work on a day on which the phone chain was implemented shall be paid for the day, and shall 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 Secretary/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 permanent full-time employee, except Clerical positions, Recreation Supervisor, Educational and Interpretive Service staff (excluding Farm positions) shall be issued six (6) uniforms. The Commission shall determine the number of uniforms for the Educational & Interpretive Service staff and Recreation Supervisor. Uniform replacements shall be made according to need, by the Park Commission. The Park Commission will also pay pro rata \$175.00 in 1991 and \$200.00 in 1992 per employee as a uniform maintenance allowance, from November 1st to October 31st the following year, payable no later than November 30th of each year.

2. Full-time permanent employees hired during the term of this Agreement shall receive a uniform issue and uniform maintenance allowance pursuant to paragraph 1 of this Section.

3. The Park Commission shall issue six (6) tee shirts to each employee who has been previously issued a uniform, with the exception of the education staff and the Recreation Supervisor. Tee shirts shall be issued on or about May 15. The Secretary/Director shall determine when tee shirts may be worn.

4. 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 Secretary/Director. Said foul weather gear will include outer rain gear, coveralls, boots, cap, hard hats, liners, goggles and work gloves.

Section B - Labor Management Committee

There shall be a committee established for purposes of hearing, reviewing and presenting to the Secretary/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 Secretary/Director the applicability and usefulness of equipment. This committee shall consist of four (4) members, two (2) of whom shall be selected by the Union and two (2) of whom shall be selected by the Secretary/Director of the Park Commission. The committee shall have the privilege to recommend changes to the Secretary/Director; and in the event said recommendation is not accepted by him, he shall state so in writing with his reasons therefor. 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 Park Commission Educational Policy dated October 23, 1989. 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.

ARTICLE VII
INSURANCE AND PENSION

Section A - Health and Dental Insurance

1. During 1991 the existing MEDALLION PLAN shall be continued for all eligible employees covered by this Agreement, and their eligible dependents. Effective January 1, 1992 a base hospital wrap around major medical plan shall be implemented to replace the MEDALLION PLAN for all eligible employees covered by this Agreement. As to the MEDALLION PLAN and the base hospital wrap around major medical plan, the \$2.00 co-pay Prescription Drug Plan currently available to eligible employees will remain in effect during the term of this Agreement.

The base hospital wrap around major medical plan and the \$2.00 co-pay Prescription Drug Plan shall be made available to new employees within three months of the date of employment. Upon termination of employment, the prescription program identification card is to be returned to the employer before the final paycheck is forwarded to the employee.

As an alternative to the Employer's Health Benefits Plan above, the employee may elect the COMED-HMO option. The Commission shall always contribute no less to the HMO coverage than they contribute toward the cost of the basic standard medical-surgical insurance and the cost of the prescription plan. Employees who elect HMO coverage must remain until the next open enrollment period. Any increase in cost above that described above shall be borne by the employee.

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

3. 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.

4. Effective January 1, 1992 each eligible employee covered by this Agreement who is participating in the COMED-HMO option will be reimbursed towards the cost of covered prescription

charges up to an individual maximum of \$50.00 per year and up to a family maximum of \$150.00 per year. Said reimbursement will be made upon receipt of proof of eligible charges as may be required by the Commission and will be paid no later than March 1 of the following year.

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 (1 1/2) 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 1 1/2 times contributory insurance is mandatory at the employee's expense at the present cost of (0.0055) of one (1%) percent of base salary), 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 Resolutions 69-86 and 89-86 concerning eligibility and coordination of benefits set forth below.

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 on a disability pension; or
2. Retired after 25 years or more service with the Commission; or
3. Retired and reached the age of 62 or older with at least 15 years of service with the Commission.

ARTICLE VIII
FULLY BARGAINED AND SAVINGS CLAUSES

Section A:

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

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 Secretary/Director of the names of the current Union Officers and Stewards or their designated representatives for processing grievances.

Section B:

Union members shall be granted an aggregate of thirteen (13) unpaid days leave time to attend to Union business. 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. An additional aggregate of five (5) unpaid days leave time shall be granted solely for education or training subject to approval by the Secretary/Director upon two (2) weeks notice.

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 Secretary/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 CWA members
- 1 Park Police Representative
- 1 Supervisory Representative
- Superior Officer Representative
- Management Representative
- Director of Safety

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 Secretary/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:

Both the Commission and the Union recognize the need for sanitary facilities for the employees at the Tourne County Park. To this end the Morris County Park Commission will make every attempt to have facilities installed as expeditiously as the system allows.

Section D:

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 E:

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 F:

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

Section G:

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 H:

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

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 (demotional) 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.

ARTICLE XIV
PAYROLL DEDUCTIONS FOR UNION DUES

Section A:

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

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

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

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

Section B:

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish 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. Effective the first pay period of December 1991, the Commission will 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 \$200.00. Said amount shall not become part of the base salary structure and will be granted solely upon exceeding the established performance standards, and upon review and approval of the Commission.

2. Effective the first pay period of December 1992, the Commission will 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 \$200.00. Said amount shall not become part of the base salary structure and will be granted solely upon exceeding the established performance standards, and upon review and approval of the Commission.

3. Recommendations for said performance raises shall be made by the Supervisory Personnel and Department Directors immediately supervising the individual bargaining unit member after completing the biannual performance evaluation. The Secretary/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.

4. All performance evaluations for employees shall be completed and submitted to the Secretary/Director on or before November 1 in each year of the Agreement.

5. 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.

6. Effective January 1 of each year of this Agreement, minimum salaries for each class shall be:

<u>Class</u>	<u>Minimum 1/1/91</u>	<u>Minimum 1/1/92</u>
1	\$16,992	\$17,757
2	17,116	17,886
3	17,478	18,265
4	17,789	18,589
4A	18,005	18,815
6	18,975	19,829
7	21,247	22,203
8	22,623	23,641
9	24,202	25,291

7. Effective January 1 of each year of this Agreement each employee's annual salary shall be increased by the amount shown below for his/her respective class.

<u>Class</u>	<u>Increase Effective 1/1/91</u>	<u>Increase Effective 1/1/92</u>
3	\$ 1,040	\$ 832
4	1,040	832
4A	1,040	832
6	1,125	900
7	1,125	900
8	1,200	1,000
9	1,200	1,000

If this increase does not bring the employee to at least the minimum salary established for his/her class, the employee shall be raised to that minimum.

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 work day 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 work day.

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 \$213.00 per week and the employees annual contribution shall be increased to \$56.50 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 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 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 quarrantor.

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

Within thirty (30) days of the signing of this Agreement, 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 which is required to apply pesticides.

ARTICLE XXIII
PROMOTIONS AND DEMOTIONS

Section A - Promotions

Employees who are promoted from a job in one class to a job in a higher class shall receive an increase in their salary based upon the dollar amount listed in the table below. The increase shall be that dollar amount listed next to the class into which the employee is being promoted. If this increase does not bring the employee to at least the minimum of the salary range for the new position, the employee shall be raised to at least the minimum.

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. The decrease shall be that dollar amount listed next to the class from which the employee is being demoted. In no event shall an employee's salary be greater than the maximum for the title to which she/he was demoted.

Section C - Promotion/Demotion Table

Class 2 - \$600.00	Class 5 - \$900.00
Class 3 - \$600.00	Class 6 - \$1,200.00
Class 4 - \$900.00	Class 7 - \$1,200.00
Class 4A - \$900.00 or \$200.00*	Class 8 - \$1,200.00
	Class 9 - \$1,500.00

* Class 4A does not exist until January 1, 1986. Any movement after January 1, 1989 from Class 4 to 4A will constitute a \$200.00 increase only and from 4A to 4, a \$200.00 decrease only.

Any movement from Class 1, 2 or 3 to 4A will constitute a \$900.00 increase after January 1, 1986.

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.

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, 1991 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, 1991 to the employee's last date of employment.

ARTICLE XXVI
DURATION

This Agreement shall be in full force and effect from January 1, 1991, and shall remain in effect through December 31, 1992. 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, 1992.

COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

John Lee

Anne Lawless

Patrick Kruger

Dunell

MORRIS COUNTY PARK
COMMISSION

George M. Gillette, Jr.
George M. Gillette, Jr.
President

Quentin C. Schlieder Jr.
Quentin C. Schlieder Jr.
Secretary - Director

Robert Natoli
Robert Natoli,
County Treasurer

November 8, 1991

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 work day. 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 enroute 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.

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 Safety Director as soon as practicable.

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

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

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

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

12. Unexcused tardiness will not be permitted. If an employee is ten (10) minutes late, he will lose one-half (1/2) 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 (1/2).

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 and be directed to the Secretary/Director 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.

SCHEDULE "C"
WORK WEEK FOR EMPLOYEES IN C.W.A. BARGAINING UNIT

Schedule

Job Title

8:00 a.m. to 4:30 p.m.
Weekdays

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, Plantsman, Tree Climber, and Park Foreman.

All employees with these job titles hired after January 15, 1992 will have their work hours and work days determined by management and stated on a weekly work schedule. These work days and work hours may depart from the normal work day and work week (Monday through Friday, 8:00 a.m. - 4:30 p.m.) of employees hired before January 15, 1992.

From April - November:
7:00 a.m. - 3:30 p.m.

HR 15 Operator

7:00 a.m. - 3:30 p.m.

Mechanic Foreman

From April 1 - Sept. 30:
6:00 a.m. to 2:30 p.m.
Weekdays

Golf Course Maintenance, Golf Course Assistant Foreman, Golf Course Mechanic and Golf Course Foreman.

From Oct. 1 - March 31:
7:00 a.m. to 3:30 p.m.
Weekdays

9:00 a.m. to 4:30 p.m.
Weekdays

Administrative Secretary, Clerk Typist, Receptionist Clerk Typist, Engineering Aide, and Senior Engineering Aide.

Eight Hour Shifts
40 hours weekly

Custodian, Operating Engineer and Relief Operating Engineer.

35 Hour Flexible Schedule
Weekly

Public Use Specialist, Miller-
Historian, Historical Program
Specialist, Horticultural
Program Specialist, Teacher-
Naturalist.

40 Hour Flexible Schedule
Weekly

Farmer, Farm Foreman, and
Assistant Farm Foreman.

40 Hour Week as Required
Weekly

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

32 1/2 Hour Schedule Weekly:
9:00 a.m. to 4:30 p.m.
Weekdays beginning on the
Tuesday after Labor Day
through the Sunday before Memorial Day

Recreation Supervisor

9:00 a.m. to 4:30 p.m.
Wednesday through Sunday
beginning Memorial Day and
continuing through Labor Day.
Overtime shall be paid for
Wednesday evening provided all
other overtime requirements are met.