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AGREEMENT  
BETWEEN  
THE MORRIS COUNTY PARK COMMISSION  
AND  
THE MORRIS COUNTY PARK COMMISSION  
EMPLOYEES UNION, LOCAL #2276, A.F.S.C.M.E

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## Preamble

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of ~~1978~~, 1978, by and between the Morris County Park Commission, hereinafter referred to as the Commission, and the Morris County Park Commission Employees Union, Local #2276 of Council #52 of ~~the American Federation State, County Municipal Employees Union~~, 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 those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

### ARTICLE I - RECOGNITION

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

Section B: 1. The bargaining unit shall include: All permanent, full-time employees of the Morris County Park Commission, including Clerk-typist, Clerk-stenographer, Receptionist/Clerk-typist, Clerk Administration, Administrative Secretary, Engineering Aide, Cashier, Custodian, Matron, Mechanic Helper, Carpenter Apprentice, Other Helpers and Apprentice, Tree Trimmer, Skate Guard Supervisor, Assistant Skate Shop Supervisor, Park Maintenance, Golf Course Maintenance, Construction, Tree Climber, Plantsman, Carpenter, Painter, Plumber, Electrician, Assistant Foreman, Mechanic Skate Shop Supervisor, Teacher Naturalist, Educational Coordinator Operating Engineer, Principal Skate Guard, Senior Teacher Naturalist, Foreman, Pro-manager, Assistant Rink Manager, Refrigeration Engineer, Assistant Superintendent Golf Courses, Superintendent of Maintenance, Superintendent of Building Construction, Superintendent of Horticulture, but excluding the Secretary-Director, Assistant Director, Director of Revenue Producing Facilities, Director of Fiscal Resources, Director of Engineering Services, Park Engineer, Engineering Inspector-Designer, Director of Horticulture, Manager-Mennen Arena, Chief Engineer-Mennen Arena, Park Administrator, Director of Procurement, Safety and Golf Courses, Director of Outdoor Education Centers, Confidential Employees (which now include Bookkeepers and Personnel Clerk), all members of the Morris County Park Police Ranger Division and part-time employees.

2. Also included in the bargaining unit shall be CETA employees who work a normal work week of thirty-two and one-half hours or more. The effective date of this clause shall be ninety (90) days after execution of this Agreement by the

parties. It is recognized and agreed that CETA PEP Title VI employees and CETA Title VI employees shall be included within the bargaining unit only as long as their individual employment contracts are in effect with the Morris County Park Commission. CETA employees generally shall have no right to grieve the termination of individual employment contracts due to a termination of the CETA program with the Morris County Park Commission. It is understood that the Morris County Park Commission does not have any obligation to continue the CETA project when the current contract expires. It is understood and agreed that, where applicable, individual contracts of CETA employees are subject to approval by the Morris County CETA office (Office of Manpower). Failure of said Office to approve such contracts shall not be grievable under this Agreement.

CETA positions included under this Agreement shall be limited only to the titles in the Bargaining Unit covered by this Agreement.

It is further agreed that the MORRIS County Park Commission shall not replace existing personnel (i.e., permanent employees who are with the Park Commission as of January 1, 1978) with CETA employees. Position vacancies as of January 1, 1978 may, however, be filled with CETA employees after regular employees of the Park Commission are considered for such positions. And if a position which was previously held by a regular employee becomes vacant and is filled by a CETA employee in accordance with the procedure outlined herein the CETA employee will become a regular permanent employee provided that he has passed his probationary period. Such an employee's regular seniority shall date back to his CETA date of hire.

3. Position titles appropriate for inclusion within the bargaining unit will be negotiated with the Union if they are established during the term of this Agreement.

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

## ARTICLE II - SENIORITY

Section A: Seniority shall be defined as an employee's total length of service in the bargaining unit from original date of hire. All new hires will be considered as probationary employees during the first ninety (90) days of employment. In the event the Commission determines that an extension of said probationary period is required in an individual case, the probationary period will be extended for an additional ninety (90) days upon written notification to the Union. Any employee who

is retained by the Commission in excess of the probationary period, or extension thereof, if so requested by the Commission, will be considered as permanent and his seniority shall date back to original date of hire for all purposes except calculation of pension and longevity benefits.

Section B: Seniority lists shall be prepared by the Commission and issued each January 30 and July 30 of the calendar year. A separate seniority list shall be prepared for CETA employees. One copy will be given to the appropriate Union representative and another mailed to the Union business office address. Employees will be allowed thirty (30) days to examine said lists and notify the Commission of any errors thereon. Any corrections which are to be made will be done on the next published list.

Section C: When a non-supervisory vacancy or new position exists, positions shall be filled by:

1. Employees from the Morris County Park Commission lists, if they are available and in order of seniority, provided they are qualified. Second preference shall be given to employees from the Morris County Park Commission CETA seniority list if they are available and in order of seniority, provided they are qualified. The Park Commission reserves the right to require employees applying for positions to take oral and/or written examinations to demonstrate their proficiency. This requirement shall only apply to positions from Class #6 through Class #10, inclusive. The Park Commission reserves the right to waive examinations in specific cases. If a person fails to meet the requirements of his new position or if he does not wish to remain in his new position, he shall be entitled to return to his old position without loss of pay or seniority within ninety (90) days of said event.

2. Openings on non-supervisory classifications will be posted on bulletin boards for at least three (3) working days to afford interested employees an opportunity to apply. If interested in a vacancy, the supervisor of the employee should be notified and will register the name of the applicant with the Division Head.

3. When a job opening is posted, employees who are not on authorized sick leave, disability or vacation, shall be notified of said opening by their steward; and the steward shall have the right to make application in their name.

4. Qualifications shall be determined by the Commission subject to the grievance procedure.

Section D: Transferring of employees within various jobs shall be made by the Commission subject to the welfare of the employees.

It is further agreed and understood that no employee's consent shall be required for a bona fide shift of a job function out of the division in question, it being further understood that no job function shift can be made for the sole purpose of reducing the size of the bargaining unit.

Section E: Employees who are promoted into positions outside of the bargaining unit shall continue to obtain and accrue seniority for a maximum of one hundred eighty (180) days. If they are retained on the job after said number of days, their names shall be removed from the seniority lists.

Section F: An employee will lose his seniority status, and his name will be removed from the seniority lists under the following conditions:

1. He quits or resigns
2. Discharge for cause
3. Engages in gainful employment while on leave of absence.
4. He is retained in a non-bargaining unit position in excess of one hundred eighty (180) days.

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, 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. Position titles having a normal work week of Monday through Friday, inclusive, are designated on the Salary and Wage Schedule attached to this contract by an asterisk. Overtime only will be permitted as described within the provisions of this Article.

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 compensatory time off is allowed to the employees.

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. Said employees will be permitted one (1) hour for lunch, unpaid. The same condition with respect to compensatory time off, as described in the section above, shall also apply to office personnel.

3. (a) Employees who work more than forty (40) hours in a work week (excluding golf course and clerical employees) shall receive compensatory time off at the rate of one and one-half times each hour worked beyond forty (40).

(b) Golf course employees (excluding the Professional Managers and Cashiers) shall be eligible for compensatory time for hours worked beyond forty (40) in a work week as follows:

(1) From the 41st through and including the 48th hour - compensatory time on an hour-for-hour basis;

(2) Starting with the 49th hour and thereafter - compensatory time off at the rate of one and one-half times each hour worked starting with the 49th hour.

The Professional Managers and the Cashiers shall receive compensatory time off in accordance with prior practice and agreement.

(c) Clerical employees who work more than their normal work week shall receive compensatory time off at the rate of one and one-half times each hour worked beyond their normal work week.

4. 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.

Section C: Any compensatory time granted or accumulated prior to December 15 of the current calendar year must be used prior to the expiration of said year. Compensatory time granted between December 15 through December 31 of the current calendar year may be carried over into the next calendar year.

Section D: The Park Commission will not make any change in hours of operation as defined by past practice without prior discussion with the Union.

Section E: In computing hours worked for purposes of overtime, vacation leave, holidays, compensatory leave time and administrative leave time shall be counted as hours worked. Sick leave shall not, however, be considered as hours worked for overtime purposes.

#### ARTICLE IV - GRIEVANCE PROCEDURE

##### Section A: Definition

1. Grievance - A grievance is any alleged violation of this Agreement or any dispute with regard to its meaning or application. The term "grievance" and the grievance procedure as set forth herein shall not apply:

(a) to matters which involve the interpretation or application of a statutory rule or regulation and in which a method of review is prescribed;

(b) to matters where the Commission is without authority to act.

2. 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 resolutions 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

1. An aggrieved employee must file his grievance in writing with his immediate superior within five (5) calendar days of the occurrence of the matter complained of, or within five (5) calendar days after 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.

2. Step 1: Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily or if no resolution is made within three (3) work days 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. The procedure and the time limit for resolution at that level shall be the same as that discussed above for the immediate superior. If the employee so desires, he may have his Union Steward present.

3. Step 2: If the employee is not satisfied with the answer at Step 1, the employee and/or his 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 1, who, in turn, shall submit to the Union a written answer to the grievance within five (5) working days.

4. Step 3: If the decision at Step 2 is not satisfactory to the employee, he may appeal in writing to the Commission within ten (10) working days after receiving the decision at Step 2. Upon receipt of such an appeal, the President of the 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 representative shall be afforded the right to meet and discuss the grievance with the President of the Commission or his designee. The decision of the President of the Commission or his designee will be made not later than fifteen (15) working days after receipt of appeal from Step 2.

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

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.

5. An employee's grievance will be considered settled upon his written acceptance, or when the complainant ceases to be a regular employee of the Commission by resignation, 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.

6. All grievances will be during working hours, except at the level of the Commission President or his designee.

7. 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.

8. An employee who is required to leave his work for the purpose of investigating, presenting and adjusting grievances will first notify his immediate supervisor, or other responsible supervisor before leaving his work station and will again report to him upon his return.

9. CETA employees covered under this Agreement have the option, following a denial of grievance at Step 3, to utilize the grievance procedure available to them under Federal law pursuant to the CETA program through the U. S. Department of Labor, or they may elect not to do so in which case they may utilize Step 4 below in accordance with the terms and provisions thereof. The CETA employee who has been aggrieved must make the election provided hereunder within ten (10) days from receipt of a determination at Step 3. Failure to make a choice will result in the CETA employee waiving his right to proceed with a grievance through the machinery available under Federal law and the terminal step for resolution of grievances in this contract shall be the only procedure available. Failure to make the choice within the time provided therefor is recognized by the parties hereunder to be deemed an abandonment of the procedure for grievances under the CETA program, and any CETA employee failing to make a choice within the time provided shall hereafter be barred from further pursuing said grievance through the established Federal procedure.

10. Step 4: Arbitration

(a) If the employee is dissatisfied with the decision of the last step of the Grievance Procedure, the representative may petition for arbitration to the New Jersey Public Employment Relations Commission pursuant to that Commission's Rules and Regulations.

(b) The arbitrator's fee and expenses shall be borne equally by the parties to this Agreement. The Commission and the Union shall also share equally the expense of any and all mutually agreed upon services considered desirable or necessary in connection with the proceedings.

(c) The arbitrator selected in accordance with the procedure described in Paragraph 1 of this section shall conduct a hearing at which the facts and arguments relating to the dispute shall be heard.

(d) The written award of the arbitrator made in accordance with the above arbitration procedure shall be final and binding on the parties to this Agreement.

(e) Arbitrator shall have no power to add to, detract from or alter in any way the provisions of this Agreement but shall only interpret, apply or determine compliance with the provisions contained within this Agreement.

#### ARTICLE V - LEAVE, VACATION AND HOLIDAYS

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

- A. New Year's Day
- B. Martin Luther King's Birthday
- C. Lincoln's Birthday
- D. Washington's Birthday
- E. Good Friday
- F. Memorial Day
- G. Independence Day
- H. Labor Day
- I. Columbus Day
- J. Election Day
- K. Veteran's Day
- L. Thanksgiving Day
- M. The Friday after Thanksgiving Day
- N. Christmas Day

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.

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, he shall be granted compensatory time off for each such holiday worked at the rate of one and one-half times the hours worked.

Section B. Vacations - Employees shall be granted vacation leave, pursuant to the following schedule, based upon length of service:

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

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

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. Accumulations 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.

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 of which he was entitled.

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.

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

Each employee shall be entitled to sick leave credits at the rate of one day per month from the date of employment to the end of the calendar year of hire. If separation from

employment occurs before the end of said year and the employee has used more sick leave than appropriate on a pro rata basis, he shall have an amount equal to his daily rate of pay deducted from his final pay for each day of sick leave taken in excess of the number to which he was entitled.

Each employee will be credited with 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 he is entitled, he shall have deducted from his final pay an amount equal to his daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which he is entitled.

No sick leave benefits shall be available until employees achieve Permanent Status with the Park Commission.

Notice of absence is required as follows: Each employee is required to notify his supervisor within 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 consecutive business days shall constitute a resignation.

In the event of absence from duty due to illness for five or more days at one time, the employee shall be required to submit a physician's certificate to his 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 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 absences 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 as permitted by law following the enactment of legislation which would permit the granting of such a benefit. Any employee who retires or resigns in good standing on or after the effective date of such legislation, and during the term of this Agreement, shall be reimbursed for accumulated sick time based on the schedule below:

1. 20 percent of the present-day value of sick time after 10 years of service to a maximum of \$5,000.00;
2. 30 percent of the present-day value of sick time after 25 years of service to a maximum of \$8,000.00;

In the event the Board of Chosen Freeholders of Morris County should voluntarily grant a more liberal plan of payment of accumulated sick leave to any other group of Morris County employees, then and under those circumstances, such plan shall be extended to employees covered by this Agreement.

Section D: Storm Days and Emergencies

1. All employees are required to work on normal work days regardless of weather conditions. Failure of an employee to report to work, unless excused, will result in disciplinary action.

2. When employees (except those at the golf courses and the William G. Mennen Sports Arena) are required to work additional hours, a stand-by list prepared by the Supervisor will be maintained.

Section E: 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 for the following reasons:

- (a) court subpoena;
- (b) marriage of an employee;
- (c) personal business that cannot be attended to outside of work hours.

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. Failure to provide such written statement shall be grievable, however, the decision not to grant such leave shall not be grievable.

3. Administrative leave days shall not accumulate year to year and shall not be taken consecutively. In the event of an employee's marriage, up to three (3) days may be taken consecutively.

Section F: Jury Duty - Each employee shall be allowed leave with differential 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. When granted said leave, an employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

Section G: Military Leave

1. With Pay: If the employee is a member of the National Guard, Naval Reserve, or any of the Reserve Components of the Armed Forces, the employee shall be eligible for leave with differential pay for a period not to exceed (30) calendar days per year when called for active-duty training. The employee shall be required to submit a written request with a copy of the duty orders to his supervisor at least two (2) weeks in advance. Pay received for the weekends while on active-duty training will be retained by the employee and not permitted as a credit against the County's differential payment in the event of active-duty training by the employee.

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 H: Bereavement Leave

1. The Commission shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of an employee's spouse, children, step-children, brothers, sisters, mother, father, mother-in-law or father-in-law. The number of days provided in each instance will be adjusted to the employee's need by the supervisor. One (1) working day will be provided in the case of death of an employee's grandparent, brother-in-law or sister-in-law.

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

Section I: 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.

#### ARTICLE VI - CONDITIONS OF EMPLOYMENT

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 current Union Officers and Stewards or their designated representatives for processing grievances.

Section B: Elected Officers of the Local Union will be granted such leave time as may be necessary in accordance with statutory provisions to attend to required Union Business and conventions provided they give notice to the Commission in writing not less than forty-eight (48) hours prior to said leave time and with approval of the Secretary-Director or his designee. Such time off shall not result in loss of pay to affected employees.

#### Section C: Uniform Issue and Maintenance Allowance

1. Each permanent, full-time employee has been issued six (6) uniforms. Uniform replacement shall be made according to need by the Park Commission from time to time. The Park Commission will also pay, pro rata, a \$100.00 per employee uniform maintenance allowance.

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. Tee shirts shall be issued on or about May 15, 1978. The Secretary-Director shall determine when tee shirts may be worn.

Section D: 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 E: The qualifications, duties and responsibilities of each position shall be clearly defined and set forth in writing.

Section F: 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. This committee shall consist of four (4) members, two of whom shall be selected by the Union and two 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 G: An employee working in a higher classification for a period of ten work days will receive the rate of pay for said classification beginning with the 11th day of work and continuing until he returns to his regular job classification.

Section H: Effective January 1, 1979, the Park Commission agrees to reimburse employees for job-related courses provided that such courses are approved by the Secretary-Director. To be eligible, the employee must attain a grade of at least C or equivalent. In the event the Secretary-Director denies a request for tuition reimbursement, this denial shall not be grievable but shall be explained in writing and provided to the employee and to the Union.

Section I: 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.

ARTICLE VII - INSURANCE AND PENSION

Section A: 1. Hospital and medical-surgical insurance, including major medical, will be provided by the Commission for all employees covered by this Agreement at no cost to the employee at the expiration of his probationary period. Dependent coverage for major medical is available for employees at no additional charge and at the option of the employee. Coverages provided are given in detail in all insurance certificates, and booklets are furnished by the Commission. Information is available to employees upon request.

2. In the event the Board of Chosen Freeholders of Morris County voluntarily provides any other group of Morris County employees with hospital, medical, dental, optical and prescription insurance benefits, which benefits are not enjoyed by employees covered by this Agreement, then, in that event, the Park Commission agrees to extend such benefits to employees covered hereunder without the need for further negotiations.

Section B: The present longevity pay policy shall continue unchanged.

Section C: 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 employees, 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 1/2 of one percent of base salary), the employee may thereafter at the employee's option withdraw from the contributory insurance only, provided required notification is given.

3. Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16 of the base pay at the time of retirement.

Section D: 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.

## ARTICLE VIII - GENERAL

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

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

### Section C:

1. Physical examinations may be required from time to time at the expense of the Public Employer.
2. Change of address of an employee must be reported to employee's supervisor immediately.
3. Change of family status: The employee is advised to inform the Personnel Office immediately of any additions, deletions or changes in the family status, for the purpose of keeping employment records up to date and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 form - Employee's Withholding Exemption Certificate.

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

Section E: The Executive Director of the Union or his designee 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 presence.

## ARTICLE IX - COMMISSION RIGHTS AND RESPONSIBILITIES

Section A: Except as modified by the provisions of this Agreement, the Commission hereby reserves and retains unto itself, as Public Employer, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Commission;
2. To direct its working forces and operations;
3. To hire, promote and assign employees;
4. To demote, suspend, discharge or otherwise take disciplinary action against employees;
5. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of the Commission.

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

#### ARTICLE X - NO STRIKE - NO LOCK OUT

Section A: The Union acknowledges that the need for continued and uninterrupted operation of the Commission's departments and agencies is of paramount importance to the citizens of Morris County and that there should be no interference with such operation.

Section B: Based upon the foregoing, and the fact that adequate procedures exist for the peaceful and orderly resolution of grievances arising under this Agreement, the Union covenants and agrees that during the term of this Agreement neither it nor any person acting in its behalf, will cause, authorize or support, nor will any of its members take part in, any strike (including the concerted failure of two or more employees to report for duty), mass resignation, mass absenteeism, work stoppage, slow down, walk out or other job action or the indication of sanctions against the Commission. The Union agrees that such action would constitute a material breach of this Agreement.

Section C: Nothing contained in this Agreement shall be construed to limit or restrict the Commission in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity in the event of such breach by the association or its members.

#### ARTICLE XI - SAFETY AND HEALTH

There is established a Safety and Health Committee to review accidents, and such Committee shall include two (2) Union members who are qualified to sit on such Committee.

ARTICLE XII - LAYOFF AND RECALL

Section A: Layoffs

1. Layoffs will be made within the sole discretion of the Park Commission in accordance with position classification in the reverse order of seniority.
2. In the event the Park Commission intends to lay off employees, a notice of such intention shall be given to the employees affected and to the secretary of the Union within twenty-one (21) days of the effective date of the layoff(s).
3. Bumping Rights: When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his general seniority (i.e., from date of employment) with the Park Commission to bump or replace any employee with less seniority in any job title; provided, however, that the bumping employee has satisfactorily worked in this job title for at least six (6) months during his term of employment. The bumped employee may follow the same procedure. The current seniority list shall determine general seniority. The exercise of bumping rights shall not be grievable.

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 lay off or recall personnel shall not be grievable.
2. The Park Commission's failure to follow the procedures outlined above for layoff and recall is grievable.

ARTICLE XIII - RATES OF PAY

Section A: Rates for Calendar Year 1977

Effective January 1, 1978, those employees who are on the payroll as of December 31, 1977 will receive increments for the years 1978 and 1979 as follows:

<u>Class</u>	<u>1978</u>	<u>1979</u>
1 and 2	\$500.00	\$500.00
3, 4 and 5	\$700.00	\$700.00
6, 7, 8 and 9	\$800.00	\$800.00
10	\$850.00	\$850.00

Examples:

Class 1 and 2: If an employee was receiving \$8,000.00 as of December 31, 1977, he/she will be advanced to \$8,500.00 as of January 1, 1978; and on January 1, 1979 will be advanced to \$9,000.00.

Class 3, 4 and 5: If an employee was receiving \$9,000.00 as of December 31, 1977, he/she will be advanced to \$9,700.00 as of January 1, 1978; and on January 1, 1979 will be advanced to \$10,400.00.

Class 6, 7, 8 and 9: If an employee was receiving \$10,200.00 as of December 31, 1977, he/she will be advanced to \$11,000.00 as of January 1, 1978; and on January 1, 1979 will be advanced to \$11,800.00.

Class 10: If an employee was receiving \$13,100.00 as of December 31, 1977, he/she will be advanced to \$13,950.00 as of January 1, 1978; and on January 1, 1979 will be advanced to \$14,800.00.

Section B: Starting Rates

Starting rates for 1978 and 1979 are shown on the attached schedule.

Section C: Promotions

1. Upon promotion, an employee will receive a salary adjustment equal to one increment on the salary range of his new position title.

2. If the employee is not on step in his new salary range, he shall also receive a salary adjustment to the next higher step of his new salary range.

3. Salary adjustments shall only be pro rata from the effective date of promotion.

4. Schedule A, as attached hereto, shall apply only to present employees. Any individual hired after the execution of this Agreement shall be hired at the appropriate starting rate for his position and progress on January 1 of the next calendar year to the next step on salary range for that position.

ARTICLE XIV - TERMINATION

This Agreement shall be effective for a two (2) year period beginning January 1, 1978 and remain in effect until December 31, 1979, and thereafter until written notice to terminate or modify is served by either party. If notice is served, the parties agree that ninety (90) days prior to the termination date, they shall commence negotiations for the renewal or extension of the provisions of this Agreement.

Any individual who left the employ of the Park Commission prior to the execution of this Agreement shall not be entitled to any benefits hereunder.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Union Local No. 2276 of  
District Council #52,  
AFSCME, AFL-CIO

By: James J. Neill  
President

By: [Signature]  
Secretary

By: Maurin Mordel  
Representative, Council 52

MORRIS COUNTY PARK COMMISSION

By: [Signature]  
President

By: [Signature]  
Secretary-Director

By: [Signature]  
Treasurer

Approved as to form and content:

By: [Signature]  
John J. Harper, Esq.  
Special Assistant County Counsel  
County of Morris



CLASS #1	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8	1/9/77
CLASS #7 *Assistant Foreman *Mechanic Skate Shop Supervisor *Recreation Supervisor *Teacher Naturalist *Educational Coordinator *Plumbers	1978	10,000.00	10,600.00	11,200.00	11,800.00	12,400.00	13,000.00	14,200.00	(800)
	1979	10,000.00	10,800.00	11,400.00	12,000.00	12,600.00	13,200.00	14,400.00	(800)
CLASS #8 Operating Engineer Principal Skate Guard *Sr. Teacher Naturalist	1978	10,800.00	11,400.00	12,000.00	12,600.00	13,200.00	14,400.00	15,000.00	(800)
	1979	10,800.00	11,600.00	12,200.00	12,800.00	13,400.00	14,000.00	15,200.00	(800)
CLASS #9 *Foreman Pro-Manager Assistant Rink Manager Refrigeration Engineer Asst. Supt. Golf Courses	1978	11,800.00	12,400.00	13,000.00	13,600.00	14,200.00	15,400.00	16,000.00	(800)
	1979	11,800.00	12,600.00	13,200.00	13,800.00	14,400.00	15,600.00	16,200.00	(800)
CLASS #10 *Superintendent of Maintenance *Superintendent of Building- Construction *Superintendent of Horticulture	1978	13,350.00	13,950.00	14,550.00	15,150.00	15,750.00	16,350.00	17,550.00	(850)
	1979	13,350.00	14,200.00	14,800.00	15,400.00	16,000.00	16,600.00	17,800.00	(850)

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.

2. All employees will be entitled to a fifteen (15) minute coffee break each morning. Field forces may take this break while enroute from one area to another area. Office personnel will take the coffee break at 10:00 a.m.

Exception: The receptionist will take the coffee break from 10:15 to 10:30.

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 courses - 2:30 p.m. during the season and  
3:30 p.m. at other times  
Office - 4:30 p.m.

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 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

Golf courses - 12:00 noon to 12:30

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.

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.

#### DISCIPLINARY ACTION

For any violation of the above work rules, the supervisor may impose upon the employee the following:

1. First offense (except for pilferage, insubordination, negligence, drinking on the job or fighting) - verbal reprimand.