

2405

AGREEMENT BETWEEN
THE MORRIS COUNTY PARK COMMISSION
AND
MORRIS COUNTY PARK POLICE
SUPERIOR OFFICERS' ASSOCIATION

JANUARY 1, 1994 - DECEMBER 31, 1998

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ARTICLE I - RECOGNITION AND SCOPE

Section 1:

The Commission hereby recognizes the Association as the sole and exclusive representative of all full time, permanent employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq., concerning salary, hours and other terms and conditions of employment in the negotiating unit described below.

All Lieutenants of the Morris County Park Commission but excluding Patrolmen, Sergeants and Captain, managerial executives, confidential employees, craft and professional employees as those terms are defined by the Act.

Section 2:

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above defined negotiating unit.

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ARTICLE II - ITEMS OF GENERAL CONSIDERATION

Section 1:

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

Section 2: Paid Leaves of Absence

(A). Vacations

Each employee covered by this Agreement shall receive annual paid vacation in accordance with the following schedule:

| <u>Length of Service</u> | <u>Vacation Days</u> |
|--------------------------|--------------------------------------|
| Less than one year | 1 working day per full month service |
| 1 through 5 years | 12 working days |
| 6 through 12 years | 15 working days |
| 13 through 18 years | 18 working days |
| 19 through 24 years | 21 working days |
| 25 years and thereafter | 25 working days |

The vacation year begins January 1st of each year. One vacation day is credited for each calendar month worked from the day of employment through that January 1 vacation year base. Thereafter, twelve (12) days per annum through the fifth year shall be provided as listed in the above schedule. Extended vacations (that is four (4) days or more) may be granted in accordance with the table provided above at the convenience of the employer. In any calendar year, the annual vacation leave or any part thereof which is not taken or granted by reason of the pressure of work, shall be accumulated to the credit of the individual employee and shall be granted and may be taken during the next succeeding calendar year only. Accumulations after one calendar year shall not be permitted. All requests for vacation time shall be filed with the Chief of the Park Police no later than April 15th of each calendar year. On or before March 15th of each calendar year, a work schedule shall be prepared by the Scheduling Officer and shall be available for inspection by employees so that employees may know the schedule prior to submitting requests for vacation. It is understood and agreed, however, that said schedule is subject to change unilaterally by the Employer with notice to employees or the Association. The Chief of Park Police is authorized to plan vacations so as not to interfere with the responsibility of orderly work.

All vacations shall be selected according to rank and seniority (position title).

Vacations shall be scheduled on a calendar year basis.

Officers shall be permitted to schedule in advance their entire vacation entitlement for the calendar year in which their applicable anniversary date occurs. In the event that an officer is terminated from service for any reason, except on special, service or disability retirement, the officer shall be entitled to one-twelfth of his/her annual vacation allotment for each month worked during the officer's final year of service. Officers shall be required to reimburse the Commission for any vacation pay received in excess of their pro-rata vacation entitlement, payment of which may be deducted from the officer's last paycheck. Officers receiving special, service or disability payment shall be entitled to receive their entire vacation allotment effective on January 1 of the year in which they retire.

(B). Holidays

Holidays shall be paid when they fall during the regular work week. To be eligible, the employee must have worked the last scheduled day before the holiday, unless on authorized leave. Holidays are:

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

When any of the legal holidays described above fall on a Sunday, the following Monday shall be the official holiday. When any of the legal holidays described above fall on a Saturday, the immediately preceding Friday shall be an Approved Leave Day with pay. If required to work on any of the above holidays, compensatory time off will be allowed.

In addition to the holidays set forth above, should the Park Commission declare, create or grant other holidays, the employees covered by this Agreement will be extended such holidays as paid holidays without the need for further negotiations.

In the event the Board of Chosen Freeholders of Morris County should declare, create or grant other holidays for other Morris County employees, the Park Commission will adopt such holidays as paid holidays for employees covered by this Agreement without the need for further negotiations.

The Friday after Thanksgiving shall be granted to employees not as a holiday but as an approved leave day with pay.

(C). Sick Leave

Each employee shall be entitled to sick leave credits at the rate of one day per calendar month from the date of employment to

the end of the year. Thereafter, each employee will be credited with fifteen (15) days annually for each succeeding year of full-time employment, which is cumulative.

The use of "sick leave" shall be authorized in the event of illness of the employee, exposure to contagious disease, non-work-connected accident and/or emergency care of any family member. For purposes of definition, "immediate family" in cases of illness shall mean: parents, spouse, children and step-children living together in one household.

In the event an employee is absent due to illness, such employee shall be required to notify his/her supervisor as soon as possible on each occasion, giving the specific reason for the absence. Should the employee be unable to reach the supervisor then the administrative office is to be notified. Notification is to be given before 9:30 a.m. and if not, it will be treated as time off without pay. The afternoon shift is to report absences by 2:00 P.M.

Employees will be required to submit a doctor's certificate to the supervisor to justify payment of sick leave when the absence due to illness is more than five (5) consecutive days at one time and/or three (3) or more consecutive days after the employee has used ten (10) sick days at various times during the contract year. With respect to the initial ten (10) days of sick leave during the contract year which are taken at various times throughout the year, payment will be approved without need for the employee to furnish a doctor's certificate. However, the Park Commission reserves the right to investigate absences due to illness.

In the event an employee sustains a job-connected illness or injury, he shall be continued on full salary for a period of up to fifty-two (52) weeks without such time off being charged against his present or accumulated sick leave. Any weekly worker's compensation payments received during this period will be returned by the employee to the Commission. The provisions of this paragraph shall not apply to any settlement compensation award received by the employee as a result of permanent injury.

If an employee is on vacation leave and becomes ill requiring hospitalization or treatment by a physician at a hospital as an out patient, his vacation may be terminated, and he shall be placed on sick leave if same is available, provided in the case of medical treatment as an out-patient a doctor's certification of said treatment is furnished. Said election shall be at the employee's option, upon adequate notice to the Chief of Police or his designee.

Any employee who retires during the term of this agreement shall be reimbursed for accumulated sick time based on the schedule below:

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

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

(D). Bereavement Leave

In the event of a death in the immediate family, an employee shall be granted leave with pay, not to exceed three (3) working days.

For purposes of this provision, immediate family shall be defined as the employee's spouse, children step-children, brothers, sisters, parents, parents-in-law, grandparents, grandchildren, and persons residing in the household of the employee as a part thereof.

In the event of the death of a spouse's grandparent the employee shall be entitled to one bereavement day.

In the event of a death in the family involving a relative of the second degree, the employee shall be permitted one working day of leave with pay. Relatives of the second degree shall be defined as the employee's uncles, aunts, nieces, nephews, cousins, sisters-in-law and brothers-in-law.

Additional days may be approved by the Chief of Police and shall be charged against accumulated sick leave subject to approval of the Secretary-Director.

The employee shall be responsible for notifying his/her supervisor as soon as possible in the event of a death in his/her family and of his/her need for leave. Notification must be given to the supervisor as set forth above in "(C). Sick Leave". Proof of death may be required by the Park Commission.

(E). Administrative Leave

(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 reason:

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

(2) A decision not to grant administrative leave shall not be grievable.

(3) Administrative leave shall not accumulate year to year.

(F) Storm Days and Emergencies

All employees may be required to report to work for storm days and emergencies. In the event that the employee cannot report to work because of a storm condition, the lost time will be charged against accumulated vacation time. In the event that no vacation time is accumulated, the lost time will be charged as time off without pay. If unable to report for work, the employee must follow the same procedure as that outlined for reporting an absence due to illness.

If the Commission grants a day (or any part thereof) off with pay to its Park Maintenance employees due to inclement weather, then the employees covered hereunder shall receive the same amount of time off with pay on an hour for hour basis.

ARTICLE III - WORKING HOURS AND WORK WEEK

Section 1:

Working hours for Park Police employees shall be eight (8) consecutive hours of no more than ten (10) days in any fourteen (14) day period. Nothing contained herein shall prevent the Morris County Park Commission or Chief of the Park Police to require employees to work beyond this requirement, subject to the following provisions:

(a) Any employee who works beyond eight (8) consecutive hours on any given day as a result of being continued on shift shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for each hour worked beyond the eighth hour.

(b) Any work performed on an employee's scheduled day off and all off-duty court appearances before the Grand Jury, Juvenile Court, County Court or any other upper court, shall be paid at the rate of time and one-half ($1\frac{1}{2}$).

(c) All off-duty municipal court appearances shall be paid at the rate of time and one-half ($1\frac{1}{2}$) the hourly rate of pay.

Section 2:

Any employee who is called back to work for non-scheduled duty after completing his regular shift shall be entitled to time and one-half with a minimum guarantee of four (4) hours with a guarantee of six (6) hours pay. Municipal Court is excluded from this call-back provision and is governed by paragraph © above.

In case of a call back after a tour of duty has been completed and the superior officer who is called back is on duty as a result of the call back between the hours of 6:00 A.M. and 8:00 A.M., there will be provided a meal allowance of four dollars (\$4.00). Under the same circumstances, if the superior officer is on duty between the hours of 11:30 A.M. and 1:30 P.M. a meal allowance of six dollars (\$6.00) will be provided. Under the same circumstances, if the superior officer is on duty between the hours of 5:00 P.M. and 7:00 P.M. a meal allowance of twelve dollars (\$12.00) will be provided.

Section 3:

(a) Employees shall have the election to receive overtime compensation as cash payments or as compensatory time off. Such election when made shall be binding upon the employee for a period of one year. Compensatory time off will be granted to an employee under conditions and circumstances which presently prevail.

(b) Notwithstanding subsection (a) above, effective January 1, 1996 employees covered by this Agreement shall receive overtime compensation as cash only and the option of compensatory time shall be discontinued.

ARTICLE IV - INSURANCE AND RETIREMENT

(A) Hospitalization

(1) Effective upon the execution of this Agreement or as soon as practical thereafter, eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.

Medallion Plan,

Base hospital, major medical Wraparound plan,

The HMO option

(2) The Medallion Plan will be continued for those employees hired before January 1, 1993. Commencing January 1, 1996 the employee's contribution in the Medallion Plan will be \$400.00 per year through payroll deduction.

(3) Effective January 1, 1997 and continuing thereafter, employees choosing the Medallion Plan as their medical insurance shall have deducted from each paycheck an amount equal to the annual equivalent of the difference in the premium between the Medallion and WrapAround plans charged by the authorized carrier.

(4) In the event an eligible employee chooses not to participate in the Medallion Plan, s/he may enroll in the Wraparound plan or the HMO option without a co-payment of the insurance premium.

(5) An eligible employee who elects to leave the Medallion Plan shall not be permitted to re-enroll in the Medallion Plan, provided however, in the event of a family status change the employee may re-enroll in the Medallion Plan.

(6) Employees hired after January 1, 1993 shall be eligible for the base hospital, major medical Wraparound plan or the HMO option only and shall not be eligible for the Medallion Plan.

(7) Effective upon execution of the Agreement the co-pay for the prescription plan shall be as follows:

\$3.00 for generic prescription

\$6.00 for brand name prescription

The medical insurance and Prescription Drug Plans shall be made available to new employees within three (3) months of the date of employment.

It is understood and agreed that the Commission retains the unilateral right to select the insurance carrier or to be self-insured. Notwithstanding any such changes the level of

benefits and administrative procedures shall remain substantially the same.

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

Pre-Admission Review and Individual Case Management is included as part of the employee's medical insurance coverage.

Effective upon execution of the Agreement or as soon thereafter as practical, the Commission will offer the Flexible Benefits Program

(B) Group Life Insurance:

Insurance is automatically provided upon enrollment in the Police and Fire Retirement System of New Jersey with total coverage provided pursuant to statutes of New Jersey and applicable rules and regulations of the New Jersey Division of Pensions.

(C) Retirement and Pension:

The public employer recognizes the Police and Fire Retirement System of New Jersey is operative concerning employees covered by this Agreement and all of the rights accruing thereunder. The Park Commission agrees to furnish any and all information required by law to employees concerning their rights under this Retirement System and their benefits and accruals.

It is understood and agreed that this Retirement System, as provided by statute and the applicable rules and regulations of the New Jersey Division of Pensions, shall apply exclusively.

The Commission shall assume the entire cost of health and hospital benefit insurance coverage (Blue Cross/Blue Shield Wraparound Plan) for employees covered by this Collective Bargaining Agreement who retire, as permitted by N.J.S.A 40A:10-23 and as provided by Resolution 69-86 and Resolution 89-86.

In order to receive this benefit, said retiree must have been:

- (1) retired on a disability pension; or
- (2) been employed by the Commission for twenty-five (25) year or more of service at the time of retirement; or
- (3) at the time of retirement, reached the

age of 62 or older and been employed by the Commission for at least fifteen (15) years.

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.

(D) Disability Leave:

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 maximum annual contribution shall be increased to \$56.50 per year.

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

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

ARTICLE V - OTHER PERMISSIBLE LEAVES OF ABSENCE

(A) Jury Duty:

Each employee shall be allowed leave with differential pay if required for jury duty. A written request shall be required of the employee at least forty-eight (48) hours in advance to the supervisor of the employee. The Park Commission will pay the difference between the pay received for jury duty and the wages.

(B) Military Leave 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 thirty (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 or her supervisor at least one (1) week in advance. Pay received for the weekends while on active-duty training will be retained by the employee and never permitted as a credit against the Park Commission's differential payment in the event of active-duty training by the employee.

(C) Military Leave 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 Secretary-Director 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.

(D) Convention and Meetings Leave:

In accordance with applicable State statute, authorized delegates of the Association shall be permitted such time off to attend necessary meetings and conventions without loss of pay.

(E) Other Leave:

Time off, other than sick leave, vacations, holidays or military leave, may be honored when warranted by the Park Commission. For leave without pay, the employee shall submit a written request to the Secretary-Director stating the reason for the request and the time required. This request will be forwarded to the Park Commission and promptly answered. If the employee's required absence exceeds the normal pay period, the employee shall be required to report to the administrative office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required.

ARTICLE VI - MAINTENANCE OF STANDARDS AND PROTECTION OF
CONDITIONS AND COMMISSION RIGHTS AND RESPONSIBILITIES

Section 1:

(A) In order to effectively administer the affairs of the Commission and to properly serve the public, the Commission hereby reserves and retains unto itself, as public employer, all the 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 including but not 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 and otherwise take disciplinary action against employees; and
- (5) to promulgate rules and regulations from time to time which may effect the orderly and efficient administration of the Commission.

(B) The Commission's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices, or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto, shall be limited only by the terms of this Agreement and to the extent same conform to laws of New Jersey and of the United States.

(C) Nothing contained in this Agreement shall operate to deny or restrict the Commission or the Superior Officer Association in the exercise of their rights, responsibilities and authority pursuant to the laws of this State or the United States.

Section 2:

The public employer agrees that conditions of employment, beneficial to the employees, contained in departmental rules and regulations and as promulgated in this Agreement, shall be maintained at the highest standards in effect possible from the time of entry of this Agreement and thereafter.

ARTICLE VII - SALARY AND LONGEVITY

Section 1:

(a) Effective January 1, 1994, and retroactive to that date, each Lieutenant covered by this Agreement shall receive an adjustment of \$3,870.00. The 1994 base salary shall be \$53,500.00.

(b) Effective January 1, 1995, and retroactive to that date, each incumbent Park Police Officer with the rank of Lieutenant prior to the signing of the Agreement shall receive an adjustment of \$2,000.00. The 1995 base salary shall be \$55,500.00.

(c) All incumbent Park Police Officers with the rank of Lieutenant prior to the signing of the Agreement shall receive the maximum of the salary schedule for the Superior Officers. Thereafter, newly promoted officers shall receive the entry level rate for one year after which their salary shall be adjusted to the maximum, provided they have achieved at least satisfactory performance ratings during the one year period in accordance with the established performance appraisal system. Effective upon execution of the Agreement, employees covered by this Agreement shall be subject to the following salary schedule:

| | 1995 | 1996 | 1997 | 1998 | .. |
|-------------|----------|----------|----------|----------|----|
| Entry Level | \$52,500 | \$54,500 | \$56,500 | \$58,000 | |
| Maximum | \$55,500 | \$57,500 | \$59,500 | \$61,000 | |

Entry Level: From the date of promotion to the first anniversary date of that promotion

Maximum: From the first anniversary of the promotion the salary shall be adjusted to the maximum as per the schedule based upon achievement of satisfactory performance during the first year in the rank of Lieutenant.

(d) Effective the first pay period of December in each year of this Agreement (1994-1998), the Commission may grant a performance incentive to eligible employees whose performance exceeds the established performance standards. This performance incentive will be paid in a lump sum amount of \$400.00. Said amount shall not become part of the base salary structure and may be granted solely upon exceeding the established performance standards, and upon review and approval of the Commission.

(e) Recommendations for said performance incentives shall be made by the Chief of the Morris County Park Police after completing the annual performance evaluation. The Secretary-Director of the Morris County Park Commission and/or his

designee(s) shall review the Chief's recommendation and make a final determination regarding performance incentives subject to acceptance by the Morris County Park Commission. The determination of the Secretary-Director shall not be reviewable under the grievance procedure, however, the employee may appeal that determination to the Morris County Park Commission Personnel Committee or the Committee's designee(s) whose decision shall be final and binding. It is agreed that the designee(s) shall not be one of the previous reviewers.

Section 2: Longevity

Employees hired on or before January 1, 1993 and who are promoted into this unit shall be eligible to receive longevity benefits. Employees hired after January 1, 1993 and promoted into this unit shall not be eligible to receive longevity benefits.


Longevity shall be paid to those eligible employees covered by this Agreement who are continuously employed in the Park Commission according to the following schedule:

- (1) Commencing on the first day of the fourth year - 1% of annual salary as of that year.
- (2) Commencing on the first day of the ninth year - 3% of annual salary as of that year.
- (3) Commencing on the first day of the thirteenth year - 5% of annual salary as of that year.
- (4) Commencing on the first day of the seventeenth year - 7% of annual salary as of that day.

For purposes of determining entitlement to benefits provided herein, service on a continuous basis, except as provided herein, shall mean within the County of Morris and not the position. Thus entitlement to longevity shall not depend upon length of continuous service of the employee in the capacity but shall be determined according to length of continuous service as an employee of the County of Morris regardless of capacity.

Employees who become entitled to longevity payments herein shall continue to receive such payments so long as they continue in active full-time employment with the Park Commission.

Payment shall commence on the first day as provided above and shall be payable in each pay period together with regular salary payments. It is understood and agreed that pay periods shall be every two (2) weeks for a total of twenty-six (26) pay periods per year.



It is understood and agreed that length of service for purposes of longevity payments shall be based upon an employee's anniversary date of employment only.

There shall be no tacking of previous periods of employment or of consecutive periods of employment if the employee had been actively employed with another employer in profitable pursuit of another business during the interim period. Tacking shall be permitted where an interruption of service is the result of a regular leave of absence or leave of absence because of illness or incapacity.

Notwithstanding anything above to the contrary, length of continuous service for employees who are employed on a temporary basis or status will be determined on a case-by-case basis for purposes of longevity entitlement. It is understood and agreed that employees who are employed and continue in such status for extended periods of time through no fault of their own shall be entitled to have such time served counted in total length of continuous service for purposes of longevity benefits, provided such temporary status becomes permanent employment in the Park Commission.

ARTICLE VIII - GRIEVANCE PROCEDURE

(A) Definition

For purposes of this Agreement, the term "grievance" means any complaint, difference or dispute between the employer and any employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement or any applicable rule of regulation or policies, agreements or administrative decisions effecting any employee(s) covered by this Agreement.

(B) Purpose

The purpose of this procedure is to secure equitable solutions to grievances and to have them resolved at the lowest possible administrative level. Therefore unless the parties mutually consent in writing to waiver of the procedural steps for the presentation or response to a grievance, no grievance shall otherwise bypass any step, and the failure to present a grievance within the times provided shall be interpreted as a bar. Failure by the employer to respond within the time limits shall automatically cause the grievance to be referred to the next step in this procedure.

C. Employee's Grievance:

Step 1

Any employee who has a complaint shall present it to the Chief of Police orally within five (5) calendar days of its occurrence for resolution. In the event the matter is not resolved at this level, the matter may be referred to the next step of the procedure. It shall not be required nor necessary for the Chief of Police to give his reply in writing, but it will be required that the reply be given in writing within seven (7) days from presentation of grievance.

Step 2:

If the grievance is not resolved at Step 1, the aggrieved employee shall submit the grievance in writing, together with the reply of the Chief, within three (3) calendar days of such reply to the Secretary-Director or his designee. The Secretary-Director or his designee may discuss the matter with the aggrieved party or investigate the matter in any appropriate manner and shall reply with seven (7) calendar days after receipt of the written grievance. The employee shall have the right to be represented by the Association and its designated representative at this step. If the matter is not resolved at this level, the employee shall have the right to proceed to Step 3.

Step 3:

If the grievance is not resolved at Step 2, the grievance shall be presented within seven (7) calendar days after receipt of reply of the Secretary-Director to the Park Commission, whereupon within fifteen (15) calendar days thereafter the President of the Park Commission shall submit his report in writing to the full Commission, and a determination shall be made by the full Park Commission within thirty (30) days of the submission of the report of the President. A copy of the President's report shall be furnished to the representative of the negotiating unit and he shall have fifteen (15) days within which to answer the report and state his contentions. The Park Commission may either resolve the grievance on the basis of the submission alone, or at its option may conduct a hearing on the grievance. The Park Commission may delegate the duty of resolving the grievance to a committee composed of less than the full membership of the Park Commission. The decision of the Park Commission or a sub-part thereof shall be rendered within thirty (30) days after receipt of the President's report.

(D) Employer's Grievance:

Step 1:

Grievances shall be submitted in writing within ten (10) calendar days of the occurrence of the matter complained of to the Association. The Association or its designated representative shall reply thereto within seven (7) calendar days after receipt of the grievance.

Step 2:

If the grievance is not satisfactorily resolved, the Park Commission may submit the grievance to arbitration within fifteen (15) calendar days of receipt of the Association's reply.

(E) Last Step - Arbitration:

(a) In the event either of the parties to the Agreement submit an unresolved issue to arbitration, such request shall be made within fifteen (15) calendar days of the receipt of a response from the Park Commission or the Association, whichever is applicable, to the New Jersey Public Employment Relations Commission, pursuant to the Commission's rules and regulations then pertaining. The arbitrator shall be selected by the parties from a panel of proposed arbitrators submitted by the Public Employment Relations Commission.

(b) The arbitrator's fees and expenses shall be borne equally by the parties.

(c) The arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard by him. The arbitrator shall have

no power to add to, detract from, or alter in any way the provisions of the Agreement but shall only interpret, apply or determine whether there has been compliance with the provisions of this Agreement.

(d) The written award of the arbitrator shall be final and binding upon the parties.

ARTICLE IX - UNIFORM ALLOWANCE

Section 1:

Effective January 1, 1995, each employee covered by this Agreement shall receive pro-rata, in addition to uniform replacement when approved, the sum of six hundred (\$600.00) annually for uniform maintenance.

Uniform allowance shall be paid in one payment during the first pay period in December.

Section 2:

If and when the Morris County Park Commission establishes a detective bureau, the person or persons so assigned will be granted the applicable amounts set forth above as a clothing allowance.

Section 3:

The Commission authorizes employees under this Agreement to wear (as part of regular issue) winterized boots during inclement weather. The Commission does not, however, agree to pay for the costs of obtaining winterized boots. Such costs shall be borne by the employees who desire them. Winterized boots must be of the kind and quality approved by the Commission.

Section 4:

The mounted patrol shall receive an additional issue of uniform. This shall consist of three (3) shirts and two (2) pairs of breeches and one (1) extra pair of riding boots. This issue shall be provided to officers on the mounted patrol in addition to the appropriate uniform allowance.

Section 5:

White shirts shall be issued through the summer time only.

ARTICLE X - PARK POLICE MEETINGS

Each year the Association may conduct four (4) general membership meetings to enable all of the employees covered by this Agreement to attend such meetings. Such meetings may be held on the premises of Division Headquarters but shall be scheduled only through the office of the Chief of Park Police and with the approval of the Secretary-Director of the Commission or his designee. Each meeting shall not exceed two (2) hours in duration.

If the Association desires to have meetings in excess of the number of meetings set forth above, such meetings shall take place on the employee's own time between the hours of 8:00 a.m. and midnight. The Commission shall permit employees to use Commission facilities for such meetings provided advance notification is given to the Secretary-Director or his designee within seven (7) days from date of this proposed meeting.

ARTICLE XI - POLICE SCIENCE COURSES

The Commission and the Association agree that they will encourage employees to maintain acceptable and increased levels of competence by pursuing an approved collegiate program of instruction in police science. Upon the signing of this contract, each employee who undertakes such instruction shall be reimbursed in accordance with the Morris County Park Commission Educational Incentive Policy. All courses to be taken hereunder shall be approved in advance by the Personnel Committee of the Morris County Park Commission.

The Morris County Park Commission will not prepare duty schedules, so that a police officer who is attending police training at an agreed school will be deprived from attending the classes. It is, however, understood that in an emergency situation requiring police officers to remain on duty during the emergency, which would prevent him from attending classes at that time, such situation shall not be interpreted as a breach or violation of this provision.

The Park Police may attend special classes outside of Police Science courses and receive reimbursement provided such instruction is approved in advance and in accordance with the Morris County Park Educational Incentive Program Policy. To meet criteria for the educational incentive program, the employee's evaluation form must indicate "meets standard" performance for the previous two rating periods.

The parties agree and understand that compensation currently received by officers for courses already completed in accordance with the provisions of Article XI which were in effect on December 31, 1990 will be continued and not altered by the modifications under Article XI.

ARTICLE XII - PUBLIC EMPLOYEES COMMITTEE AND
MEMBERSHIP ON SAFETY COMMITTEE

The Commission agrees that the Association shall have the right, through a three (3) member committee, to make recommendations and suggestions in connection with preparations, revisions and amendments of the rules and regulations promulgated by the Commission from time to time for the Division.

The Commission will notify the Association at least seven (7) days prior to the enactment of amendments to rules and regulations of the Division. In the event of an emergency, prior notice may not be given to the Association of proposed changes to rules and regulations.

ARTICLE XIII - SENIORITY

Each employee, upon satisfactory completion of his probationary period, shall have his seniority determined from his original date of hire.

Seniority shall govern in matters of layoff and recall, vacation selections and scheduling benefit calculations. In the event of layoff, the least senior employee shall be laid off first, and recall shall be in the inverse order of layoff.

Seniority shall not be broken except in cases of:

- (1) voluntary resignation; and
- (2) discharge pursuant to Division rules and regulations and provisions of this Agreement, without subsequent reinstatement.

Any employee who is laid off during the term of this Agreement shall have rights of recall through December 31, 1998.

Except in emergency circumstances, the Commission shall not hire additional personnel or utilize outside resources while employees are on layoff status and subject to recall.

ARTICLE XIV - GENERAL AND MISCELLANEOUS

(1) Physical examinations may be required from time to time at the expense of public employer.

(2) Change of address must be reported to employee's supervisor immediately.

(3) Change of family status - The employee is advised to inform his or her supervisor 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).

(4) Termination of Employment - In the event an employee terminates his service with the Commission or is terminated for any reason other than proven dishonesty, he or his estate shall be paid for earned unused vacation entitlement.

ARTICLE XV - TRAINING, SEMINARS AND MEETINGS

Section 1:

(A) In order to encourage proficiency in technical and management skills required for Superior Officers, employees may be granted time off with pay to attend appropriate job-related seminars and training programs.

(B) Prior approval for the training program and necessary leave must be secured from the Secretary-Director or his designee. Denial of attendance at a seminar or training program shall not be grievable.

Section 2:

As stated above, employees may attend seminars or meetings relating to their employment as Superior Officers provided prior approval is given by the Secretary-Director or his designee. When an employee attends such a seminar or meeting, he shall be reimbursed by the Commission for his meal expenses, provided he submits proper documentation, in an amount not to exceed five dollars (\$5.00).

ARTICLE XVI - ASSOCIATION MEMBERSHIP DUES DEDUCTIONS

Section 1:

Upon request the Commission agrees to deduct from the salaries of those of its employees who authorize it, membership dues in the Association. 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 law

each pay period and monies collected together with records of any corrections shall be transmitted to the Treasurer of the Association by the first of each month following collection.

Section 2:

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Commission written notice prior to the effective date of such change.

Section 3:

The Association will provide the necessary dues deduction form and will secure the signatures of its members on the forms and deliver the signed forms to the Secretary-Director or his designee. The Association shall 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 action taken by the Commission in reliance upon salary deduction authorization cards submitted by the Association.

ARTICLE XVII - DURATION

This Agreement shall become effective January 1, 1994, and shall remain in full force and effect through December 31, 1998.

This Agreement constitutes the complete and final understanding and resolution between the parties of all bargainable issues which were, or could have been, the subject matter of negotiations between the parties. During the life of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

If any provisions of this Agreement or application of the Agreement to any employee or employees covered hereunder is 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 provisions contained herein shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII - 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 the signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 1994 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 the Agreement shall receive the employee's salary adjustment retroactively from January 1, 1994 to the employee's last date of employment.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals on this _____ day of _____, 1995.

MORRIS COUNTY PARK COMMISSION

MORRIS COUNTY PARK POLICE
SUPERIOR OFFICERS' ASSOCIATION

By *Alan P. Baron*
President

By *Thomas J. [Signature]*
President

By *[Signature]*
Glen Roe, Treasurer

Ronald F. [Signature]

By *Quentin C. Schlieder, Jr.*
Secretary Director

ATTEST:

ATTEST: By _____

By *Raymond [Signature]*