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THIS AGREEMENT, made and entered, confirmed and ratified on this lst day of July, 1971 by and between:

THE MORRIS COUNTY PARK COMMISSION, of the COUNTY OF MORRIS AND BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF MORRIS, a County Government of the County of Morris, State of New Jersey, hereinafter referred to as the "Public Employer" and

MORRIS COUNTY PARK COMMISSION EMPLOYEES' ASSOCIATION, (Not including )Park Police), hereinafter referred to as the "Public Employee":

WHEREAS, the parties have carried on collective negotiations for the purpose of developing and concluding a general Agreement concerning wages and other conditions of employment, since September, 1970, and

WHEREAS, the organization has received recognition from the "Public Employer" as the negotiating representative of the majority of the Park Commission Employees, as set forth in the attached Schedule, and

WHEREAS, the parties have concluded an Agreement concerning results of these negotiations, and have treated these collective negotiations as having been conducted under the New Jersey Employer-Employee Relations Act, 196 State of New Jersey, and the Rules of the Public Employment Relations Commission (N.J.S. 34:13A-11).

NOW, THEREFORE, in consideration of the promises herein, and the mutual agreements contained herein, the parties hereto agree with respect to each other, and the Public Employees of the unit recognized as being represented by the negotiating unit, as follows:

#### ARTICLE I - RECOGNITION AND SCOPE

#### Section 1.

The employer hereby recognizes the Morris County Park Commission Employees' Association unit as the sole and exclusive negotiating unit for all of the employees described in Schedule A, which is annexed hereto and made a part hereof for the purpose of collective negotiations under the New Jersey Employer-Employee Relations Act-1968-and the Public Employment Relations Commission for New Jersey, established under such law.

# Section 2.

The bargaining Unit shall consist of any and all permanent and full time employees designated by the collective employees from time to time as their duly authorized representative unit.

# Section 3.

This Agreement shall govern all wages, rights and responsibilities of the parties, and conditions of employment as set forth in this Agreement and shall supersede any and all previous Agreements, rights, schedules, guides or salary guides, and any other rights of any nature or description which is authorized to be superseded by the making and entering of such an Agreement.

# Section 4.

During the time this Agreement is in force, it shall be binding on all of the parties, their successors and assigns, and the negotiating unit hereby affirms, represents, covenants and warrants to the Morris County Park Commission of the County of Morris, and the Freeholders of the County of Morris that it is the duly authorized and elected representative of such employees and authorized to enter into this Agreement on their behalf and it makes this representation knowing that the "Public Employer" shall rely thereupon and shall make this Agreement under such warranty and understanding.

# Section 5.

The parties recognize that from time to time during the period of this Agreement, in force, and that all probable subsequent Agreements, it may be necessary for the parties to meet and discuss any items of clarification, question of interpretation, or any matter which will be in the mutual best interest of encouraging the best possible public relations and employer-employee relations contemplated by the New Jersey Employer-Employee Relations Act of 1968, and in the best interests of the County Park Commission of the County of Morris, and the parties agree to meet with each other from time to time for the purpose of assisting in any items requiring clarification or any matters which may involve mutual best interest of all parties, that of encouraging the best possible employer-employee relationship. To this extent, the parties agree to meet with each other from time to time as circumstances warrant for the purpose of fostering and encouraging this result.

#### ARTICLE II - ITMMS OF GENERAL CONSIDERATION, POLICY AND AGREEMENT

#### Section 1.

From time to time, over the years, various policies concerning conditions of employment have been promulgated and issued to all employees in the Morris County Park Commission known as the Employees Handbook and dated February 28, 1966. For the purposes of clarifying all of these policies, the following are specifically promulgated as items of general consideration, policy and conditions of employment:

#### A. <u>Vacations</u>

Vacations are based upon length of service as follows:

- 1. From 1 through 10 years 12 days annual
  - 2. From 11 through 20 years 15 days annual
  - 3. Twenty-one years or more 20 days annual

The vacation year begins January 1, 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. No vacation time may be taken until after the date of permanent employment. Thereafter, 12 days per annum through the tenth year as listed in the above schedule. Extended vacations 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. Vacation time will be granted only with prior approval of the supervisor. (See: Exception, Storm Days, Emergencies). Upon termination of employment, vacation time will be credited for only those months of the calendar year worked.

# 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.

- 1. New Year's Day
- 2. Lincoln's Birthday
- 3. Washington's Birthday

- 4. Good Friday
- 5. Memorial Day
- 6. Independence Day
- 7. Labor Day
- 8. Columbus Day
- 9. Election Day .
- 10. Veteran's Day
- 11. Thanksgiving Day
- 12. Christmas 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. A substitute Approved Leave Day with pay shall be granted to all employees who will be unable to avail themselves of the foregoing schedules of legal holidays. It is understood that certain Park Commission Employees, by the very nature of their work, require routine attendance at regularly scheduled shifts, or require employment during periods of storms or emergencies. The Park Commission hereby establishes a policy of compensatory time off to the extent of these employees' commitments, when they fall due, regardless of the rights under the legal holidays described above. In those circumstances, each employee shall have the right to receive compensatory time off to the extent of the period of time worked which may have fallen upon a legal holiday or deprived said employee of his or her rights to time off during any such period.

# C. Sick Leave

Each employee shall be entitled to six leave credits at the rate of one day per calendar month from the date of employment to the end of the year. No sick leave will be granted until after the day of permanent employment with the Park Commission. Thereafter, each employee will be credited with 15 days annually for each succeeding year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave. There shall be no accumulated time under any circumstances for sick leave when leaving the employment of the Park Commission.

#### Definition

"Sick Leave" is authorized leave which shall be due to:

- 1. Illness of the employee.
- 2. Exposure to contageous disease.
- 3. Emergency care of immediate member of family (see below).
- 4. Death in the immediate family (see below).

"Immediate Family" is defined in cases of illness and death, respectively, as follows:

1. Illness: Persons bound together by relationship as parents and children living together in one household.

2. <u>Death</u>: Parents, husband, wife, son, daughter, sister, brother, father-in-law, mother-in-law, and any person residing in the household as a part thereof.

#### Notice of Absence

Notice of Absence is required as follows:

- 1. Illness: The employee shall be required to notify his or her supervisor as soon as possible on all days of absence, giving the specific reason for the absence. Should the employee be unable to reach the supervisor, then the administrative office should be notified. Notification must be given before 9:30 a.m., and if not, it will be treated as though time off without pay. If absent because of illness more than five days at one time, the employee shall be required to submit a doctor's certificate to the supervisor to justify payment of sick leave. An accumulation of ten sick days, the days having been taken at various times, except as noted above, is approved without a doctor's certificate. All sick time in excess of ten days must be accounted for with a doctor's certificate if the time is to be approved with pay.
- 2. <u>Death</u>: The number of days is adjusted to the individual need by the supervisor, not to exceed three days, except in extreme cases on the approval of the supervisor. The first three days are allowed without charge against sick leave accumulation.

# D. Storm Days and Emergencies

All employees may be required 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. Working on a storm day or an emergency day, may be reimbursed to the employee as part of a compensatory time off system which shall entitle the employee to compensatory time off if required to work under a storm or emergency condition beyond the normal working hours described.

# E. Working Hours

# 1. Outside Personnel. Generally

All employees who are generally classified as outside personnel or who work on the outside, shall work eight hours per day from 8:00 a.m. until 4:30 p.m., with one-half hour permitted 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 this requirement provided compensatory time off is allowed to the employee.

# 2. Office Personnel

All employees who are classified generally as office personnel, who work in the administration of office routines, shall work six and one-half hours per day. The working hours are from 9:00 a.m. to 4:30 p.m., with one hour permitted for lunch. The same conditions generally apply concerning compensatory time off and overtime as described above.

#### 3. Shift-type Employment

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In the event that some employees are governed by working in shifts, the general policies applied in paragraph 1 above, shall prevail, and the same conditions and circumstances concerning compensatory time off shall apply as described above.

# F. The Work Week

The work week will generally consist of five working days, except as noted above. Overtime will only be permitted as described above. In the event that any employees are required to work on more than five days as described above, compensatory time off system shall apply and be operative.

# G. Hospital and Medical-Surgical Insurance

- 1. Hospital and medical-surgical insurance, including major medical has been provided by the County of Morris for all full-time, permanent employees at the expense of the County, within two months of the date of permanent employment. Dependent coverage is available for the employees at an additional charge at the option of the employee. This rate is subject to change with annual experience ratings. Coverage provided is given in detail in all insurance certificates and booklets provided by the County of Morris and are available to the employees upon request.
- 2. The County is presently considering various plans for increased coverage under the existing Blue-Cross, Blue Shield Major Medical System, or others. The County is in no position to commit at this time to the additional coverage since it is not aware of the factors concerning costs, employees' share, experience basis or fixed premiums and the many other factors that would justify and govern providing such insurance. The employees are hereby assured of equal treatment, all employees alike, office, field, or otherwise, and this is the limited commitment made by the County of Morris in this Agreement at this time.
- 3. The County of Morris agrees to provide any and all information to all employees concerning this existing coverage, and invites future meetings and discussions with the negotiating unit concerning various methods of making additional coverage available either now, or upon the retirement of the individual. The County agrees to cooperate, but makes no agreement to commit itself additional county funds for the purpose of achieving additional coverages, except as noted in this clause.

# H. Group Life Insurance

- 1. Insurance is automatically provided in the Public Employee's Retirement System of New Jersey with total coverage equal to two and a half times annual base wage of the employee.
- 2. Under the Public Employee's Retirement System of New Jersey, one and one-half times the amount of base annual wage life insurance is provided free of charge.
  - 3. The employee may, at the option of the employee, pay an additional premium which would amount to approximately 1% of the employee's base pay to receive an additional coverage.
  - 4. Upon retirement under the Public Employee's Retirement System, the coverage constitutes and becomes a paid-up policy equal to presently 3/16ths of the base pay at the time of retirement.
  - 5. The County of Morris agrees to provide its facilities to encourage all employees to take advantage of the optional life insurance system available and to attempt to provide continuation of that insurance after retirement, or the conversion of the policy, to the extent permitted, but the employee must understand that the County of Morris, aside from making its facilities available to encourage better participation in the program, shall not be required to make any additional contributions thereto.

# I. Retirement System

The Public Employer recognizes the Public Employee's Retirement System of New Jersey, operative concerning its employees and all of the rights accruing thereunder. The County agrees to furnish any and all information to the employees concerning their rights under the Public Employee's Retirement System of New Jersey and the benefits and accruals thereby for the benefit of the employees.

# J. Jury Duty

Each employee shall be allowed leave with differential pay, if called for jury duty. A written request shall be required of the employee at least 48 hours in advance to the supervisor of the employee. The County will pay the difference between the pay received for jury duty and the wages.

# K. 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 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 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 County's differential payment in the event of active duty training by the employee.

# L. 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 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 90 days of Honorable Discharge.

# M. Other Leaves

Time off, other than sick leave, vacations, holidays, or military leave, may be honored when warranted by the County Park Commission. For a leave without pay, the employee shall submit a written request to the supervisor stating the reason for the request, and the time required. This request will be forwarded to the Morris County 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.

#### N. Job Vacancy

Openings on a non-supervisory classification will be posted on bulletin boards for at least three 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.

# 0. General Information

- 1. PAY PERIODS There will be 26 pay periods per year.
- 2. PAY DAYS These will occur every other week based on a commencing date of January 1st.

- 3. PHYSICAL EXAMINATIONS may be required from time to time at the expense of the Public Employer.
- 4. <u>RESIDENCE</u> by Park Commission employees may be required to be in Morris County while employed by the Morris County Park Commission.
- 5. <u>CHANGE OF ADDRESS</u> must be reported to employee's supervisor immediately.
- 6. 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.

# ARTICLE III - MAINTENANCE OF STANDARDS AND PROTECTION OF CONDITIONS AND MANAGEMENT OF AFFAIRS

# Section 1.

The employees recognize that areas of responsibility must be reserved to the employer in the administration of government so as to serve the public effectively. Therefore, the right to manage the affairs of the Park Commission, to direct the working forces, to direct the operations of the Park Commission, is vested and retained by the employer, exclusively. The public employees also recognize and observe the right of the public employer to promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of government in relation to the rights and responsibilities of the employees. This right of the County Park Commission is recognized to be exclusive and free of any restrictions and restraints, of any language under this Agreement.

# 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 the entry of this Agreement and thereafter.

# ARTICLE IV - CONDITIONS TO THE VALIDITY OF AGREEMENT

#### Section 1.

The County Park Commission of the County of Morris (and) the negotiating unit representing the public employer, and the public employees in this agreement, hereby acknowledge that several conditions must be observed and met prior to the validity of this Agreement. These include, but are not limited to, the following:

- A. Filing, recognition and compliance with all procedures in P.E.R.C.
- B. The public employee agrees to effect the filing with the Public Employment Relations Commission of this Agreement and any and all documents, to constitute the negotiating unit as the legally authorized negotiating unit for the group of employees whom it has warranted and represented it acts for in this Agreement and in negotiations leading to the conclusion of this Agreement.
- C. The Morris County Park Commission Employees' Association hereby agrees to sign and execute any and all papers required to effectuate the validity of this Agreement and all of its parts, at any time required by any agency of Government of the State of New Jersey.

# Section 2.

The parties acknowledge that approval by the New Jersey Public Employment Relations Commission, to the extent required, and any other agency of government, shall be conditions precedent to the valid operation of any part of this Agreement. This Agreement is negotiate as a whole, and not as a part, and the effectiveness of this Agreement shall depend solely upon its approval in whole, and not in various parts, by any of these agencies of Government.

# ARTICLE V - SPECIFIC SALARY ADJUSTMENTS, LONGEVITY, INCREASES, GUIDE ELIMINATED

# Section 1.

The parties acknowledge that there exists, and has existed over several years, in the Morris County Park Commission a Salary Guide together with job classifications setting forth a minimum and maximum The parties acknowledge that the Salary Guide has not really been effective to assure the public employees an opportunity to provide adequately with the rising rate of inflation, and, on the other hand, th public employer acknowledges that the new demands concerning wages and increased benefits have made it impossible to fiscally plan in a responsible way the needs of its employees and thus making it difficult to cope with its public responsibilities. Therefore, the partie have agreed, subject to acceptance of the procedures outlined herein by all recognized State offices and agencies, to eliminate the Salary Guide and to replace it with more realistic adjustments to overcome the problems of limited gradual adjustments which have proven ineffective in the past. The parties acknowledge that the adjustments provided below are conditioned upon approval of such an agency, including, but not limited to, the Public Employment Relations Commission.

# Section 2.

Each of the employees shall receive commencing January 1, 1971 and continuing thereafter, an automatic wage adjustment of 6-1/2 % of total wage which was being earned by the public employee at the close of the 1970 period. This adjustment shall commence January 1, 1971 and be paid in the usual semi-monthly installments in proportion to the annual adjustment.

# Section 3.

In addition thereto, all of the employees described in Schedule A shall receive the normal increment which would have been provided on the Salary Guide as originally promulgated by the Morris County Park Commission as that Salary Guide has been effective during the year 1970 This adjustment shall also be made after assessment of the adjustment provided in the above section and shall be payable commencing the first payment due in 1971 and at semi-monthly periods during the year as provided above.

# Section 4.

Thereafter, on January 1, 1971, after the addition of the salary percentage adjustment described above and the increment, provided above, the Salary Guide shall be deemed no longer of any full force and effect and at an end. No employee shall be prevented from going beyond maximums previously provided by reason thereof. Moreover, the public employer shall not be required to set or establish a maximum as to such employees hence forth or in the future. The minimum starting salary shall be as provided in the earlier sections without reference however to the 6-½% adjustment, but with reference to the automatic increment since it is virtually impossible to employ new employees on the basis of the earlier starting salary. The intention of this clause shall be

to provide the percentage salary increase adjustment to the men who have been working in the past, but to make such an adjustment unavailable to people who have not yet been employed and who may become employed in the future, although the public employer realizes as realistic the prospect of having to start such new employees on the basis of a minimum different than the minimum previously in force and thus it is agreed that the starting salary shall be as of the minimum provided, together with the increment provided commencing January 1, 1971, but without reference to the percentage salary increase which is being awarded, in addition thereto, as to existing employees because of the problems of inflation on the senior employees of the Mowris County Park Commission.

# Section 5.

Commencing January 1, 1972, the employees shall receive an additional salary percentage adjustment equivalent to 6-1/2% of the salary presently being earned as of December 31, 1971. Any new employees, who become employees after December 31, 1971, shall receive a 6-1/2% increase of the commencing salary which such employee receives when commencing work with the Morris County Park Commission.

# Section 6.

Notwithstanding the foregoing provisions, the Public Employer may grant to employees for exceptional achievement a merit increase in accordance with the Salary Guide in force during the calendar year 1970, according to the grade such employee held during that year.

Further, the parties hereto agree that the Employer may promote any Employee to a higher position when it would appear to the best interest of the employer and such employee.

- In addition thereto, commencing January 1, 1972, and continuing thereafter, the public employer, shall pay longevity benefits to employees who have been continuously and actively in the employment of the Morris County Park Commission and the County of Morris, as follows:
- A. Longevity shall be paid to employees of the Morris County Park Commission and County of Morris according to the following schedule:
  - Commencing the first day of the fourth year of continuous employment 1% of base salary.
  - 2. Commencing the first day of the minth year of continuous employment-3% of base salary.
  - 3. Commencing the first day of the thirteenth year of continuous employment 5% of base salary.
  - 4. Commencing with the first day of the seventeenth year of continuous employment 7% of base salary.

#### B. Service in the County-Not in the Position

For the purposes of determining entitlement to benefits provided herein, service on a continuous basis, except as provided herein, shall mean with the County, and not the position. Entitlement to longevity shall not depend upon the length of continuous service of the employee in the capacity, but shall be determined according to length of continuous service as an employee (no matter in what capacity) of the County. The period of probation shall not be considered part of service entitling anyone to longevity. To be entitled to longevity, service contemplates service in a permanent position with the County.

# C. Method of Payment

Once entitled to longevity, the employee shall continue receiving such longevity so long as the employee continues in active and full time

employment with the County, The right to longevity shall commence upon the first day, as provided above, and shall be payable together with the semi-monthly payments ordinarily paid to County employees in proportion to the entire amount of longevity pay to which the employee shall be entitled over the course of the year of entitlement.

# D. Service is Deemed Actual Service, Not Calendar Year Service

For purposes of entitlement, it is understood that the longevity paid to the employee shall be based upon the commencement of the fourth, ninth, thirteenth and seventeenth consectuve year, the day after the anniversary date of the employee having actually entered upon the service of the County in a permanent position.

# E. Taking of Several Periods

To be entitled to longevity, no tacking of previous periods of employment shall be permitted unless such period of service shall have been interrupted by a regular leave of absence or leave because of illness, or incapacity. No tacking of consecutive periods of service shall be permitted if the employee in the interim period between two consecutive periods of employment shall have been actively employed with another employer in profitable pursuit of another business.

# ARTICLE VI - GRIEVANCE PROCEDURE AND COMPULSORY ARBITRATION

# Section 1.

A "Grievance" shall be any complaint by any employee with respect to wages, adjustments under this contract, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter shall be followed:

# Section 2.

Complaints may be initiated by an individual employee to the head of a division. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented only by the duly authorized representative of the negotiating unit of said employee, to wit: Morris County Park Commission Employees' Association.

# Section 3.

If the negotiating unit wishes to present a grievance for itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

# Step 1

A representative of the negotiating unit, shall present and discuss the grievance or grievances orally with a permanent Park Commission designee called a Grievance Negotiator. The Secretary-Director shall have five days to answer the grievance orally. Under this step, nothing in witing shall be required and every effort shall be made to resolve the grievance within this step.

# Stin 2

If Step 1 does not resolve the grievance, or if no answer has been received within the time set forth in Step 1, the negotiating unit shall present the grievance within ten days in writing to the Personnel Committee of the Morris County Park Commission. They shall require the Grievance Negotiator for the Park Commission within ten days to present a report of the grievance and the circumstances concerning the grievance setting forth also the position of the supervisor, division head or public employer.

#### Step 3

If the grievance is not resolved at Step 2, or if no answer has been received by the negotiating unit within the time set forth in Step 2, the grievance may be presented in writing to the Morris County Park Commission whereupon the President of the Morris County Park Commission shall submit his report in writing to the full Commission and a determination made by the full Commission within 30 days of the submission of the report of the President. A copy of the President's report shall be furnished the representative of the negotiating unit and he shall have ten days within which to answer the report and state his contentions.

# Step 4 - Arbitration

In the event that there is anyone aggrieved by the decision of the Park Commission, any aggrieved party may submit the matter to arbitration as provided in Rule 19-:12-14, Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission. All of the procedures provided under such rule shall be invoked to achieve a prompt and expeditious determination of the dispute, which shall be binding on the parties.

#### ARTICLE VII - DURATION

#### Section 1.

This Agreement shall become effective the first day of January, 1971, or upon such day as all of the conditions prescribed herein are fully met even though these conditions may not occur until after January 1, 1971 and shall be effective through and including the 31st day of December, 1972.

# Section 2.

At least 90 days prior to the expiration of this Agreement, the Morris County Park Commission agrees to commence negotiations with the appropriate unit for a new Agreement, but nothing contained herein shall be deemed an implied or expressed commitment on the part of the public employer to negotiate wage increases or changed conditions and hours of employment, such matters being then determined according to conditions then prevalent.

#### ARTICLE VIII - RETROACTIVITY

To the extent that it may require approvals and fulfillment of conditions, which may not occur beyond January 1, 1971, this Agreement shall be deemed retroactive to January 1, 1971 upon the completion of all such conditions and commitments.

#### ARTICLE IX - PENSIONS

Nothing contained in this Agreement shall be deemed to change or alter the rights of the public employees to pensions as provided in provision of New Jersey Law under the Public Employees' Retirement System of New Jersey, or any other public retirement system operative in the State of New Jersey, and these rights of the public employee shall continue notwithstanding any provisions of this Agreement.

# ARTICLE X - RATIFICATION AND APPROVAL

#### Section 1.

This Agreement shall be deemed ratified and approved upon certification of the negotiating unit of meeting of its membership and under due compliance with law, and an acknowledgement of the ratification and approval by the requisite percentage of employees to effectuate validity to the Agreement and commitments made herein.

# Section 2,

This Agreement shall require as a condition to its approval and effectiveness, a Resolution by a requisite number of members of the Board of Chosen Freeholders of the County of Morris and the Morris County Park Commission and official Resolution by the Secretary certifying the due and valid promulgation of such Resolution acknowledging the ratification and approval of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their hands and seals the day and year first above written.

ATTEST:

R. W. My En

MORRIS COUNTY PARK COMMISSION
TMT.OYTTS LASSOCIATION (Not Including

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President

ATTEST:

Secretary Secretary

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ATTEST:

Helen a Munson Clark

BOARD OF CHOSEN FREEHOLDERS OF MORRIS COUNTY

James Vreeland, Director

MORRIS COUNTY PARK COMMISSION PARCOVELS