

AGREEMENT

Between

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

-and-

MORRIS COUNTY PARK COMMISSION (Employer)

EFFECTIVE

X JANUARY 1, 1987 - DECEMBER 31, 1988

HANSBURY, MARTIN & KNAPP, P.A.  
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TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	PREFACE	1
I	RECOGNITION	2
II	SENIORITY AND JOB POSTING	5
III	HOURS OF WORK	9
IV	GRIEVANCE PROCEDURE	14
V	LEAVE, VACATION AND HOLIDAYS	21
VI	MISCELLANEOUS CONDITIONS OF EMPLOYMENT	32
VII	INSURANCE AND PENSION	36
VIII	FULLY BARGAINED AND SAVINGS CLAUSES	39
IX	COMMISSION RIGHTS AND RESPONSIBILITIES	40
X	UNION RIGHTS	42
XI	SAFETY & HEALTH	45
XII	LAYOFF AND RECALL	48
XIII	LONGEVITY	50
XIV	PAYROLL DEDUCTIONS FOR UNION DUES	51
XV	WAGES	53
XVI	PAST PRACTICES	55
XVII	JOB CLASSIFICATION	56
XVIII	REST PERIODS	57
XIX	PERSONNEL FILE	58
XX	DISABILITY PLAN	59
XXI	LIABILITY CLAIMS INDEMNIFICATION	60
XXII	RESTRICTED	61
XXIII	PROMOTIONS AND DEMOTIONS	62
XXIV	LICENSURE	64
XXV	DURATION	65

PREAMBLE

THIS AGREEMENT, made and entered into this        day of  
1987, by and between the MORRIS COUNTY PARK COMMISSION,  
hereinafter referred to as the Commission, and the COMMUNICATIONS  
WORKERS OF AMERICA, hereinafter referred to as the Union, is the  
final and complete understanding between the Commission and the  
Union on all bargainable issues and as such will serve to promote  
and maintain a harmonious relationship between the Commission and  
the Union, in order that fair treatment of workers and efficient  
and progressive public service is rendered.

ARTICLE I  
RECOGNITION

Section A:

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

Section B:

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

Class I

Clerk Typist  
Clerk Stenographer  
Receptionist-Clerk Typist  
Clerk Administration

Class II

Administrative Secretary  
Engineering Aide

Class III

Cashier  
Custodian  
Matron  
Mechanic Helper  
Carpenter Apprentices  
Other Helpers and Apprentices

Class IV

Tree Trimmer  
Skate Guard Supervisor  
Assistant Skate Shop Supervisor  
Park Maintenance  
Building Maintenance  
Caretaker  
Golf Course Maintenance

Class IV-A

Golf Course Maintenance  
(effective 1/1/86)

- Class V

(vacant)

Class VI

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

Class VII

Assistant Foreman  
Mechanic  
Skate Shop Supervisor  
Teacher Naturalist  
Plantsman  
Educational Assistant  
Tree Climbers  
Public Use Specialist  
Relief Operating Engineer  
Historical Program Specialist

Class VIII

Operating Engineer  
Principal Skate Guard  
Senior Teacher Naturalist  
Miller-Historian

Class IX

Recreation Supervisor  
Foreman  
Farm Foreman

but excluding the Secretary/Director; Assistant Director;  
Director of Revenue Producing Facilities; Director of Fiscal  
Resource; Park Administrator; Director of Visitor Service;  
Director of Procurement, Golf Courses & Safety; Director of  
Engineering Services; Engineering Inspector/Designer; Director  
of Maintenance; Director of Education & Interpretive Services;  
Director of Horticulture; Professional Manager; Supervisor of  
Central Stores; Engineer-Sports Arena; Manager-Sports Arena;  
Confidential Employees (which now include Bookkeepers, Personnel  
Clerk & Administrative Clerk); all members of the Park Police,  
County of Morris; Educational Coordinators; Skating School

Administrator; all Supervisory Employees, that is, the Pro-Manager, Assistant Rink Manager, Refrigeration Engineer, Assistant Superintendent of Golf Courses, Superintendent of Maintenance, Superintendent of Building-Construction, Superintendent of Horticulture and all part-time workers.

2. Position titles appropriate for inclusion within the bargaining unit will be negotiated with the Union if they are established.

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

4. The Commission will not eliminate any full-time incumbent's position by having that work performed by part-time workers.

ARTICLE II  
SENIORITY AND JOB POSTING

Section A:

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

Section B:

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

Section C:

All new hires will be considered as probationary employees during the first ninety (90) days of employment. The probationary period may be extended up to an additional ninety (90) days upon mutual agreement between the Union and the Commission. Any employee who is retained by the Commission in excess of the probationary period, or extension thereof, will be considered as permanent and his/her seniority shall date back to original date of hire for all purposes. Calculation of pension and longevity benefits shall be made from the date of hire as of January 1, 1987.

Section D:

Seniority shall be lost if the employee:

(a) voluntarily quits;

- (b) is discharged for just cause;
- (c) accepts a transfer to a position outside of the bargaining unit;
- (d) is absent from work for five (5) days without notifying the Commission;
- (e) fails to report within five (5) days after a recall notice has been sent by registered mail;
- (f) is continuously on layoff from work for a period greater than the employee's seniority, or for a period exceeding two (2) years, whichever is greater.

Section E:

The Commission will provide the Union with an up-to-date seniority list on January 30th and July 30th of each year.

Section F:

Where openings occur in jobs filled by employees in the Bargaining Unit, except for the titles of Foreman and Assistant Foreman, the openings will be posted on the bulletin boards, together with the basic job duties, shifts and wage rates of such jobs. Notices will remain posted for five (5) working days before permanently filling the jobs, during which time any employee or his/her shop steward desiring such job may present his/her bid in writing to his/her immediate supervisor.



Section G:

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

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

Section H:

The minimum qualifications for any job shall be as follows:

- (a) to qualify for jobs posted in Classes I through V the applicant must be physically and mentally able to perform the work and to be trained as necessary.
- (b) to qualify for a posted job in Labor Grades VI through IX, the applicant must be physically and mentally qualified to perform the work; and, further, successfully completed a written or oral exam which purpose is to measure and reflect the skills needed in the job and promulgated by the Commission, or designee, if the Commission in its sole discretion, desires to so test.

Section I:

Employees who are promoted into positions outside of the bargaining unit shall continue to obtain and accrue seniority for

a maximum of ninety (90) days or until s/he completes the probationary period. If they are retained on the job after said number of days, their names shall be removed from the seniority lists.

Section J:

Employees promoted to a new position shall serve a sixty (60) day probationary period in the new title, which may be extended upon mutual agreement between the Union and the Commission. An employee wishing to return to his/her prior position on or before the end of the probationary period shall be so allowed to return to the prior position before the end of the probationary period at the salary for the prior position without incurring any penalty. In such event the employee serving in the prior position may be laid off, said layoff shall be governed by the provisions of ARTICLE XII.

Section K:

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

ARTICLE III  
HOURS OF WORK

Section A:

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

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

Farmer

Farm Foreman

Public Use Specialist

Educational Assistant

Miller-Historian

Teacher Naturalist

Historical Program Specialist

Workers working a flexible work week shall have their work schedule posted at least two (2) weeks in advance. These workers shall always be scheduled five (5) contiguous days with the total number of hours in each day being the same for each day worked with all hours in each day being contiguous. Additionally, the Farmer and Farm Foreman shall not be required to work as part

of his/her normal work schedule more than two (2) weekends, or any part thereof, per month. The Educational Assistant may be required to work up to sixteen (16) Saturdays per calendar year, and one (1) Sunday per month from March through November as part of the normal work week as determined by the Commission.

The Teacher-Naturalist and Public-Use-Specialist may be required to work Saturday or Sunday as part of their normal work schedule. The Miller-Historian may be required to work Saturday and Sunday as part of his/her normal work schedule.

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

Section E:

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 overtime, as described in the section above, shall also apply to office personnel.

3. Overtime -

(a) All employees, except Golf Course employees who work beyond their normal work week of either 32 1/2, 35 or 40 hours shall be paid at time and one-half (1 1/2) rate for every hour worked beyond the 32 1/2, 35 or 40 hours, respectively. Employees may be permitted to take time and one-half (1 1/2) compensatory time in lieu of pay, at their choice.

(b) In the event that some employees are governed by working in shifts, the general policies applied in paragraphs 1 and 2 above shall prevail, and the same conditions and circumstances concerning compensatory time off shall apply as described above.

(c) Golf Course Employees: work beyond 40 hours, shall earn employees compensatory time at time and one-half (1 1/2) rate for every hour so worked beyond 40 hours.

Section C:

Any compensatory time granted or accumulated prior to December 15th of the current calendar year must be used prior to

the expiration of said year. Compensatory time granted between December 15th through December 31st of the current calendar year may be carried into the next calendar year.

Section D:

In computing hours worked for purposes of overtime, vacation leave, holidays, compensatory leave time and administrative leave time shall be counted as hours worked.

Section E:

Overtime at the rate of time and one-half (1 1/2) pay or compensatory time will be paid at the option of each employee. Such option is to be requested by each employee of the Commission by January 15th and again on July 15th of each year. In the event that an option has not been made by an employee at the above cited dates, then the option for the previous year will prevail for the ensuing year. Scheduled overtime shall be for a guaranteed minimum of four (4) hours at the rate of time and one-half (1 1/2).

Section F:

Shift Differential Pay - Twenty five (25¢) cents per hour for engineers and custodians at the Mennen Sports Arena on the midnight to 8:00 a.m. shift.

Section G:

Weekend Work - For work that is scheduled work for Saturday, the employee will be notified by the preceding Tuesday.

For work that is scheduled work for Sunday, the employee will be notified by the preceding Wednesday. Where employees can be interchanged for work assignments, scheduling for weekend work will be on a rotational basis from a seniority list comprised of employees from each work location to be maintained at each work location.

Section H:

Call-In Pay - Any employee who is called in to work after having left the Park shall be guaranteed the opportunity to work at least four (4) hours of work on a portal-to-portal basis. In the event that less than three (3) hours of work is not provided the employee shall be guaranteed at least four (4) hours of straight-time pay. In the event that more than three (3) hours of work is provided, the employee shall be paid at the time and one-half (1 1/2) rate. Where employees can be interchanged for work assignments, scheduling for call-in will be on a rotational basis from a seniority list comprised of employees from each work location which is to be maintained at each work location.

ARTICLE IV  
GRIEVANCE PROCEDURE

Section A - Definition:

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 or 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 resolution of disputes by discussion of complaints between an individual and his immediate superior, and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.



Section C - Procedure:

Step 1 - An aggrieved employee must file his grievance in writing with his immediate superior within seven (7) working days of the occurrence of the matter complained of, or within seven (7) working days after s/he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance.

Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. The immediate superior shall meet with the grievant and his/her shop steward within three (3) work days of receipt of the grievance to discuss the grievance. The immediate superior shall render a written decision within two (2) work days of said meeting.

Step 2 - If the grievance is not resolved satisfactorily or if no resolution is made by the immediate superior, the employee must present his grievance to his Division Head (in the event his immediate superior is not the Division Head), within five (5) working days of receipt of an answer or the expiration of the time to answer at Step 1. The Division Head shall meet with the grievant and/or his/her shop steward within three (3) work days of receipt of the grievance. The Division Head shall respond in writing within two (2) work days of said meeting.

Step 3 - If the employee is not satisfied with the answer at Step 2, the employee and/or his/her chosen representative shall submit the written grievance to the Secretary/Director of the

Morris County Park Commission, or the Commission's designee, within five (5) working days of the reply at Step 2, who in turn, shall submit to the Union a written answer to the grievance within five (5) working days.

Step 4 - If the decision at Step 3 is not satisfactory to the employee, s/he may appeal in writing to the Commission within ten (10) working days after receiving the decision at Step 3. Upon receipt of such an appeal, the President of the Park Commission or his designee will investigate the grievance and make an effort to resolve it to the satisfaction of all parties. Prior to denying any grievance at this step, the aggrieved employee and/or his/her representative shall be afforded the right to meet and discuss the grievance with the President of the Commission or his designee. The decision of the President of the Commission or his designee will be made not later than fifteen (15) working days after receipt of appeal from Step 3.

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

Step 5 - Grievances which are unsatisfactorily resolved at Step 4 may be submitted to arbitration by the Union. The Union shall notify the Commission, in writing, within forty-five (45) calendar days of any intent to pursue a grievance to arbitration.

Arbitrators shall be selected from the panel maintained by the Public Employment Relations Commission in accordance with PERC's rules.

The Arbitrator shall render his/her decision within thirty (30) calendar days of the close of the hearing. The decision of the Arbitrator shall be binding, if permitted by law.

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

Any costs unique to one party (such as transcripts, witness fees, etc.) shall be borne entirely by the party incurring same.

Nothing in this Agreement shall be construed to compel the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance to arbitration or to terminate a grievance prior to arbitration shall be final and binding as to the interests of the grievant and the Union.

Section D:

1. Discipline which results in loss of pay and/or discharge shall only be for just cause. Just cause shall be defined as follows:

(a) The Commission gave the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct.

(b) The Commission's rule or managerial order was reasonably related to the orderly, efficient, and safe operation of the Parks.

(c) Before administering discipline to an employee, the Commission made an effort to discover whether the employee did in fact violate or disobey a rule or order of management.

(d) The Commission's investigation was conducted fairly and objectively.

(e) At the investigation the "judge" obtained substantial evidence or proof that the employee was guilty as charged.

(f) The Commission has applied its rules, orders and penalties even-handedly and without discrimination to all employees.

(g) The degree of discipline administered by the Commission in a particular case must be reasonably related to (i) the seriousness of the employee's proven offense and (ii) the record of the employee and his service with the Commission.

Discipline in the form of warnings and/or reprimands shall only be subject to the first four (4) steps of the grievance procedure.

In those cases where the grievance involves the discharge of an employee or any other grievance that affects the employee's receipt of pay, the first step shall be waived; and failure on the part of the President of the Commission to render his written decision within fifteen (15) working days shall be considered resolved in favor of the employee. All decisions rendered by the President of the Commission under this paragraph shall be in writing.

2. An employee's grievance will be considered settled upon his/her written acceptance, or when time limit to appeal to the next step expires. If the Commission fails to answer within the prescribed time limit, the grievance will automatically go to the next step.

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

4. 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.

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

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

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

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

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

10. It is expressly understood that the arbitrator shall have no power to subtract from, add to, or modify, the terms of this Agreement and shall only rule upon the interpretation and application of this Agreement.

ARTICLE V  
LEAVE, VACATION AND HOLIDAYS

Section A - Holidays:

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

- A. New Year's Day
- 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

2. In addition, at the discretion of the Commission, employees may be granted other days declared to be holidays by proclamation of the President or Governor or Board of Chosen Freeholders.

3. To be eligible for a paid holiday, an employee must have worked the last scheduled day before and after the holiday unless on authorized leave.

4. Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

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

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

Section B - Vacations:

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



Length of Service

Vacation Leave

Less than 1 year	1 day for each full month worked
1 thru 5 years	12 days per year
6 thru 12 years	15 days per year
13 thru 18 years	18 days per year
19 thru 24 years	21 days per year
25 years and after	25 days per year

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

2. For workers at the Golf Courses only, the following provision regarding vacation scheduling shall apply:

(a) From April 1 through May 31, no vacations shall normally be scheduled;

(b) From June 1 to August 15 up to two (2) weeks vacation time may be scheduled;

(c) From August 16 through September 15, one (1) week vacation time may be scheduled;

(d) From September 16 through October 31 no vacation time may be scheduled;

(e) From November 1 through March 31, vacation time not utilized above shall be scheduled;

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

3. In any vacation period, annual vacation, or any portion thereof, which is not taken or granted by reason of the pressure of work, shall be accumulated to the next calendar year. Accumulation after one calendar year shall not be permitted. Extended annual vacation may be granted in accordance with the schedule above at the convenience of the Commission.

4. Upon termination of employment, an employee will be credited with annual vacation for only those months of the calendar year worked on a prorated basis for each month of actual service based on the above schedule. An employee who has, pro rata, used more annual vacation than entitled to at the time of termination, shall have an amount equal to his daily rate of pay deducted from his final pay for each day of annual vacation taken in excess of the number to which he was entitled.

5. During the term of this Agreement, in the event the Morris County Board of Chosen Freeholders voluntarily grants vacation benefit improvements to an organized group of County employees, such vacation benefit improvements shall be granted on the same terms and conditions to employees covered by this Agreement without the need for further negotiations.

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, s/he shall have an amount equal to his/her daily rate of pay deducted from his/her final pay for each day of sick leave taken in excess of the number to which s/he was entitled.

Each employee will be credited with fifteen (15) days sick leave annually for each succeeding calendar year of full-time employment, which is accumulative. Sick leave cannot be used as terminal leave, except as provided below; there shall be no accumulated time under any circumstances for sick leave when leaving the employ of the Commission. If, upon termination after a year's service, an employee has used more sick leave than that to which s/he is entitled, s/he shall have deducted from his/her final pay an amount equal to his/her daily rate of pay for each day of sick leave taken in excess of the number of sick leave days to which s/he is entitled.

Notice of absence is required as follows: Each employee is required to notify his supervisor within fifteen (15) minutes

of the starting time for work on each day of absence, except in cases of long-term illness, giving the specific reason for the absence. Should the employee be unable to reach the supervisor, then the personnel office should be notified. Failure to give notification as required may result in loss of sick leave for that day and may constitute cause for disciplinary action. Failure to report absences from duty for five (5) consecutive business days shall constitute a resignation.

In the event of absence from duty due to illness for five (5) or more days at one time, the employee shall be required to submit a physician's certificate to his/her supervisor to justify payment of sick leave.

An employee may be absent from work on sick leave for more than ten (10) non-consecutive days without a physician's certificate. But any employee out sick with a contagious disease more than ten (10) days will be required to present a physician's certificate at the time s/he returns to work. In addition, the Secretary/Director of the Morris County Park Commission or his designee reserves the right to verify absences in cases where there is reason to believe an employee is abusing sick leave. All unjustified absences are subject to disciplinary procedures including dismissal.

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

The Park Commission agrees to provide payment for unused, accumulated sick time. Any employee who retires during the term of this Agreement, shall be reimbursed for accumulated sick time at thirty (30%) percent of the present day value of sick time to a maximum of \$8,250.00.

Section D - Administrative Days:

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

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

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

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

Section E - Court Appearance:

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, any employee shall receive the difference between the pay received for jury duty and the employee's wages for the leave period.

Section F - Military Leave:

1. With Pay - If a permanent employee is a member of the National Guard, Naval Reserve, or of any of the Reserve Components of the Armed Forces of the United States, s/he shall be eligible for, and entitled to his/her regular salary for a period not to exceed thirty (30) calendar days per year, if called to active duty or training, without any deduction or credit being given for his/her Guard or Reserve pay. Such leave shall be in addition to regular vacation leave.

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

Section G - Bereavement Leave:

1. The Commission shall provide bereavement leave with pay not to exceed three (3) working days in the case of death of

employee's spouse, children, step-children, foster children, brothers, sisters, mother, father, mother-in-law, father-in-law, grandparents, grandchildren.

Bereavement leave, not to exceed one (1) day, shall be granted in case of death of relatives of the second degree defined as the employee's uncle, aunt, nieces, nephews, cousins, sister-in-law and brother-in-law.

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

Section H - Other Leaves:

Time off, other than those specified above in this ARTICLE may be honored when warranted by the Commission. For a leave of absence without pay, the employee shall submit a written request to the supervisor at least thirty (30) days in advance stating the reason for the request and the time required. This request will be forwarded to the Commission and promptly answered. The employee is required to report to the Personnel Office to make suitable arrangements for pension payments, insurance, hospitalization and other matters required during the leave period.

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

Section I - Maternity:

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

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

Section J - Weather Emergencies:

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

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

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



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

All employees shall be paid a full day's pay on days on which the Commission initiates the phone chain.

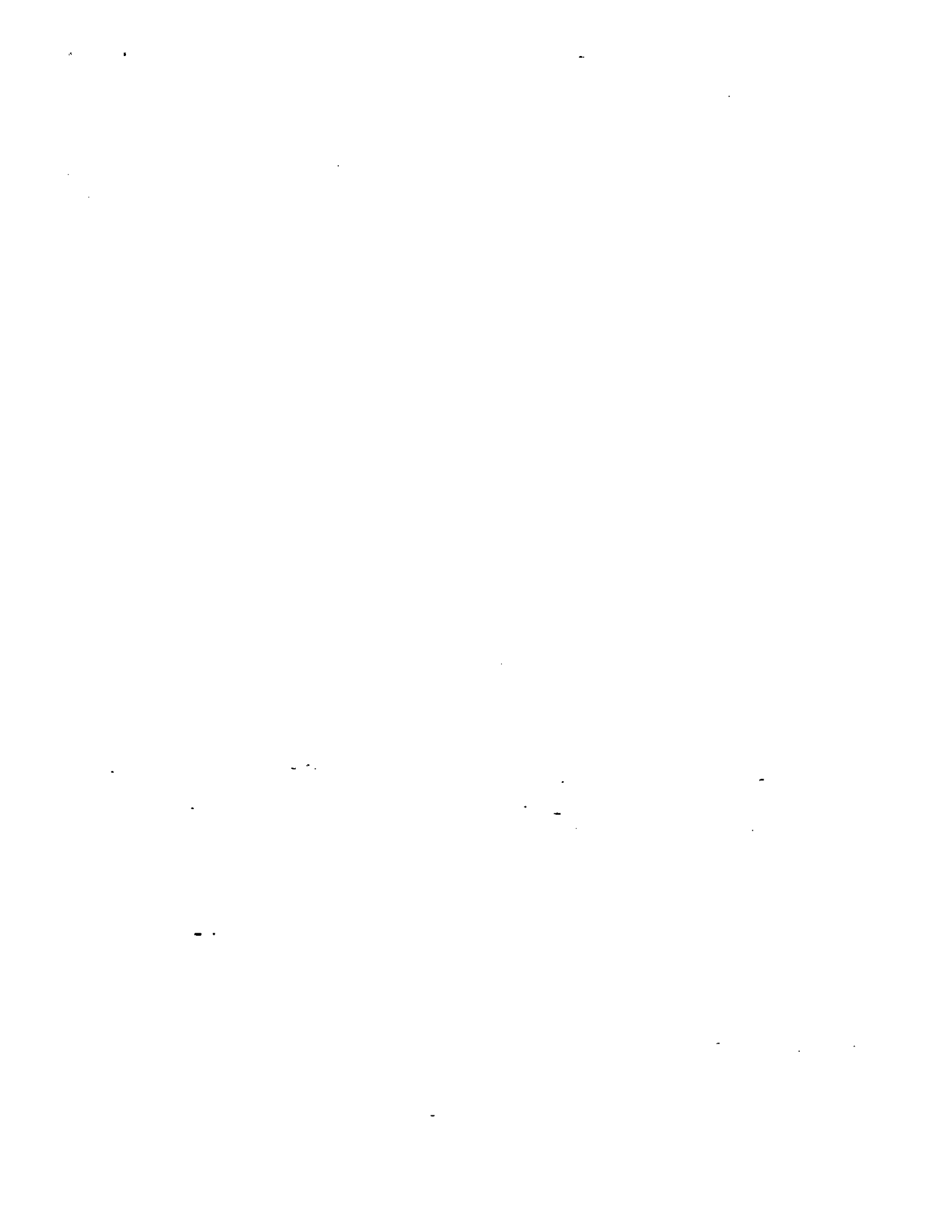
3. All employees are required to work regardless of weather conditions. Failure of an employee to report to work, unless excused, shall result in disciplinary action.

4. Stand-by lists shall be prepared and maintained by the Supervisor at all work locations where employees are required to work additional hours.

The Stand-by schedule must be approved by the Secretary/Director or designee prior to notification of stand-by. Volunteers for stand-by shall be solicited in order of work location seniority first. In the event that insufficient volunteers are obtained, stand-by shall be mandated on the basis of inverse seniority on a rotational basis.

Each employee who has been notified of his/her stand-by status shall be paid two (2) hours of straight time for every twelve (12) hours of stand-by duty.

It is understood and agreed that people who accept stand-by duty must be available to be called in.



The Commission will establish a pilot program to determine the feasibility of issuing rubber foul weather gear in lieu of the synthetic material presently issued.

Section B - Labor Management Committee:

There shall be a committee established for purposes of hearing, reviewing and presenting to the Secretary/Director job specification problems as they arise. This committee shall consider and make recommendations from time to time concerning the establishment, if any, of position titles including equipment operator. The Park Commission reserves its right to make the final determination concerning establishment of positions. This committee may also consider related matters, such as techniques, regarding care and maintenance of equipment. The committee may also suggest to the Secretary/Director the applicability and usefulness of equipment. This committee shall consist of four (4) members, two of whom shall be selected by the Union and two (2) of whom shall be selected by the Secretary/Director of the Park Commission. The committee shall have the privilege to recommend changes to the Secretary/Director; and in the event said recommendation is not accepted by him, he shall state so in writing with his reasons therefor. A copy of said correspondence shall be forwarded to the Union.

Section C - Out-of-Title Pay:

An employee working in a higher classification will receive the rate of pay for said classification commencing with

the sixth (6th) day and continuing until s/he returns to his/her regular job classification.

Section D - Tuition Reimbursement:

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 E - Time Reporting:

It is agreed that time clocks shall be installed at the Arboretum. Time clocks at the Arena and Golf Courses shall remain. All employees shall be required to punch time clocks except the field forces and employees at the Arena and Golf courses who were not previously required to punch time clocks at those facilities. The installation and use of time clocks at the Arboretum shall not constitute a precedent for future installations or use of time clocks.

The Park Commission reserves the right to install additional time clocks beyond those stated above, subject to the following limitations:

1. If any additional employees are required to punch-in time clocks beyond those described above, all employees in the bargaining unit will also be required to punch-in.
2. Any additional requirements to punch-in will be done so by installing time clocks in every reporting location such that no employee shall have to change his/her reporting location just to punch-in or out.

ARTICLE VII  
INSURANCE AND PENSION

Section A:

1. Hospital and medical-surgical insurance, including major medical, and Ryder "J" will be provided by the Commission for all employees covered by this Agreement at no cost to the employee. 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.

Employees shall also be offered an HMO wherever it is available. The Commission shall always contribute no less to the HMO coverage than they contribute toward the cost of the basic standard medical-surgical insurance and the cost of the prescription plan. Employees who elect HMO coverage must remain until the next open enrollment period. Any increase in cost above that described above shall be borne by the employee.

2. The Commission will also provide a \$2.00 co-pay prescription program to all permanent full-time employees at the expiration of his/her probationary period, with the exception of those who choose the Co-Med HMO, in which case those employees shall utilize the Co-Med prescription plan. Upon termination of employment, the prescription program identification card is to be returned to the employer before the final paycheck is forwarded to the employee.

Section B - Life Insurance:

Life insurance is automatically provided upon enrollment in the Public Employee's Retirement System of New Jersey with total coverage equal to three (3) times annual base wage of the employee, as provided below:

1. Under the Public Employee's Retirement System of New Jersey, one and one-half (1 1/2) times the amount of base annual wage life insurance is provided free of charge.

2. After the first twelve (12) months of membership (during which the remaining 1 1/2 times contributory insurance is mandatory at the employee's expense at the present cost of 3/4 of (0.075) one (1%) percent of base salary), the employee may thereafter at the employee's option withdraw from the contributory insurance only, provided required notification is given. Once an employee decides not to continue contributory insurance after one year's service with the Commission pursuant to the rules and regulations of the Public Employees' Retirement System, he/she may not reapply for this benefit.

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

Section C - Pension:

The Public Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

Section D - Retirees:

Pursuant to the terms of N.J.S.A. 40A:10-23, employees who retire in accordance with that statute shall have their Health Insurance Premium paid by the Commission, subject to the requirements of Resolutions 69-86 and 89-86 concerning eligibility and coordination of benefits set forth below.

Each retiree and his/her eligible dependents shall receive this benefit provided they annually advise the Commission of all other health and hospital coverage under which they are covered through any other source.

To be eligible for this benefit, employees must have either:

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



ARTICLE VIII  
FULLY BARGAINED AND SAVINGS CLAUSES

Section A:

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

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.

ARTICLE IX  
COMMISSION RIGHTS AND RESPONSIBILITIES

Section A:

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

1. To manage and administer the affairs and operations of the Commission;

2. To direct its working forces and operations;

3. To hire, promote and assign employees;

4. To demote, suspend, discharge or otherwise take disciplinary action against employees;

5. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of the Commission.

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

Section E:

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

ARTICLE X  
UNION RIGHTS

Section A:

Union activities shall be carried on in such a manner so as not to disrupt operations of the Morris County Park Commission or Park System. This provision is not intended to preclude the investigation and processing of grievances. The Union shall notify the Secretary/Director of the names of the current Union Officers and Stewards or their designated representatives for processing grievances.

Section B:

Union members shall be granted an aggregate of ten (10) unpaid days leave time to attend to Union business. Use of such days shall be at the sole discretion of the Union, provided the Union gives two (2) weeks notice. If less than two (2) weeks notice is given, the leave time may be denied. Such denial shall not be arbitrarily or capriciously applied. An additional aggregate of five (5) unpaid days leave time shall be granted solely for education or training subject to approval by the Secretary/Director upon two (2) weeks notice.

Section C:

The Union will continue to have the right to place items on existing employee bulletin boards. Additionally, the Union shall have the right to supply, at its expense, additional

bulletin boards for the Union's exclusive use in work locations mutually agreed to.

Section D:

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

Section E:

The Union President, designee, or other authorized representative will have access to the premises under the jurisdiction of the Commission and its offices during working hours and will notify the Commission or appropriate supervisory employee of his/her presence.

Section F:

The officers and stewards may make and receive phone calls concerned with Union business. Any toll calls shall be reported to the Secretary/Director or designee and the Union will reimburse the Commission for any expense incurred therewith. The Union will carry out this responsibility in such a manner as to cause the least disruption of the Park Commission business.

Section G:

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

Section II:

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

Section I:

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

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

ARTICLE XI  
SAFETY & HEALTH

Section A:

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

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

The Committee shall meet at least six (6) times per year. Among other things it shall:

1. Review accidents;
2. Review health and safety hazards;
3. Propose solutions to health and safety problems, and submit such proposal, in writing, to the Secretary/Director of the Commission..

Section B:

In each calendar year, one (1) worker from each work location shall be given first-aid training. Volunteers shall be solicited and selected, based upon seniority.

Section C:

Both the Commission and the Union recognize the need for sanitary facilities for the employees at the Tourne County Park.

To this end the Morris County Park Commission will make every attempt to have facilities installed as expeditiously as the system allows.

Section D:

Temporary heat shall be supplied in work locations within buildings or structures where permanent heat is not available whenever employees are assigned to work during cold weather. It is not the intention of the Commission to cause employees to work where no heat is supplied.

Section E:

The Commission agrees to provide each employee with safe and healthful conditions of work. Machinery, equipment and employees will be furnished with safety devices, guards and other equipment as necessary for the protection of the health and safety of each worker. The Commission will at all times maintain these safety devices, and will at all times maintain adequate medical and first aid services.

Section F:

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



Section G:

If an employee is unable to perform his/her regular job because of age, bad health or partial physical disability, s/he may take a vacant position provided that s/he can perform those duties and that s/he has the seniority to assume said position.

Section H:

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

ARTICLE XII  
LAYOFF AND RECALL

Section A - 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 layoff employees, a notice of such intention shall be given to the employees affected and to the Union twenty-one (21) days prior to the effective date of the layoff(s).

3. Bumping Rights - When an employee is laid off due to a reduction in the work force, s/he shall be permitted to exercise his/her general seniority (i.e., from date of employment) with the Park Commission to bump or replace any employee with less seniority in any lateral or lower (demotional) job title provided, however, that the bumping employee can satisfactorily perform the duties of the job during a thirty (30) day probationary period. The bumped employee may follow the same procedure. The current seniority list shall determine general seniority.

Section B - Recall:

The Park Commission will recall personnel based on the needs of the Park Commission position classification desired and seniority. Recall will be within the sole discretion of the Park Commission.

Section C - Grievability:

1. The Park Commission's decision(s) to layoff or recall personnel shall not be grievable.

2. The Park Commission's failure to follow this procedure outlined above for layoff and recall is grievable.

Section D - Stewards and Union Officers:

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

ARTICLE XIII  
LONGEVITY

The existing longevity schedule shall remain in effect as follows:

1. Commencing the first day of the fourth year of continuous employment - 1% of base salary.
2. Commencing the first day of the ninth year of continuous employment - 3% of the 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.

Longevity shall be calculated from the employee's date of hire effective January 1, 1987.

ARTICLE XIV  
PAYROLL DEDUCTIONS FOR UNION DUES

Section 1:

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

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

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

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

Section 2:

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to

the Commission written notice prior to the effective date of such change, and shall furnish to the Commission a certified copy of the Resolution, indicating dues changes and the effective date of such changes.

Section 3:

Deductions for the Union's Committee on Political Education may also be made by the Commission pursuant to the procedures and requirements set forth in Section 1 herein. Said deductions shall be made on a voluntary basis only, upon written authorization and to the extent permitted by statute and other law.

The Union also agrees to indemnify, defend and save the Commission harmless against any and all claims, demands, suits or other forms of liability, that shall arise out of or by reason of the action taken or not taken by the Commission in reliance upon the deduction and fee information furnished by the Union or its representatives or any such action or claims concerning this provision.

ARTICLE XV  
WAGES

1. Effective January 1, 1987, all bargaining unit members shall receive an adjustment to base salary of \$900.00. Retroactivity shall be pro rata based upon length of service from January 1, 1987.

2. Salary increases shall become effective on January 1, 1988, based upon appraised performance for the period August 4, 1987 thru December 31, 1987. These increases shall be based upon performance in accordance with established standards. These performance raises will also become part of the individual bargaining unit member's base salary for 1988.

3. Effective January 1, 1988, all employees shall receive an adjustment to base salary of \$700.00. This shall be separate from any performance pay received.

4. Effective January 1, 1988, the following performance payments shall be paid to employees pursuant to the performance evaluations conducted by the Commission:

- (a) -0- for employees below standard
- (b) \$200.00 if standards are met
- (c) \$400.00 if standards are exceeded

Denial of standard performance pay only will be grievable under Section C of ARTICLE IV herein.

5. Recommendations for said performance raises shall be made by the Supervisory Personnel and Department Directors

immediately supervising the individual bargaining unit member after completing the bi-annual performance evaluation. The Secretary/Director of the Morris County Park Commission and/or his designee(s) shall review the Division Director's recommendation and make a final determination regarding performance increases subject to acceptance by the Morris County Park Commission. The determination of the Secretary/Director shall be appealable under the grievance procedure for denial of standard performance pay only. However, the employees may appeal denial of above-standard performance pay to the Morris County Park Commission Personnel Committee and/or the Committee's designee(s) whose determination shall be final and binding.

6. All performance evaluations for employees shall be completed and submitted to the Secretary/Director on or before December 1, 1987, for performance raises to be paid in 1988.

7. During the balance of 1987, the parties shall meet to develop procedures for the implementation of a pay-for-performance plan to be effective January 1, 1988. As part of the pay-for-performance plan, the Labor Management Committee shall meet and propose criteria for the evaluation of employees. These criteria are subject to approval by the Morris County Park Commission and nothing herein shall limit the Commission's managerial prerogatives. The plan shall provide for pay for standard performance and additional pay for above-standard performance. The plan shall provide that denials of standard performance pay shall be grievable under Section C of Article IV of the Agreement as set forth herein.



ARTICLE XVI  
PAST PRACTICES

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

ARTICLE XVII  
JOB CLASSIFICATION

Section 1:

Each job in the bargaining unit shall have a job title, job description and wage rate. The agreed upon job classification by rate range, as set forth in Schedule "A" of this contract and the agreed upon job description shall remain in effect for the duration of this Agreement. The Park Commission shall give a copy of job descriptions to each Union Steward so identified by the Union.

Section 2:

Whenever a new job is established, or the Commission initiates changes in the job duties and/or content of the jobs as set forth in Schedule "A," the Union will be notified of all such changes and additions. The rates of pay of all new jobs and jobs affected by changes in job duties and/or content, shall be subject to the grievance procedure. Should the rate of pay for the jobs in question be changed as the result of any grievance settlement, the effective date of the changed rate shall be the date of the change in, or establishment of the job.

ARTICLE XVIII  
REST PERIODS

Section 1:

Employees shall be given one (1) fifteen (15) minute rest period in each work day in addition to the regularly scheduled lunch period. During such rest periods, the employees shall be free to leave their work place. Such rest periods shall be paid for at the employee's regular rate and shall not result in lengthening his/her overall work day.

ARTICLE XIX  
PERSONNEL FILE

All employees shall have the right to see all documents in their personnel file twice per calendar year by appointment. Additionally, an employee shall be permitted to have a copy of any document in his/her file during the investigation of any grievance. Further, employees shall be given copies of all documents placed in their file at the time the document is so placed.

ARTICLE XX  
DISABILITY PLAN

All of the employees in the Negotiating Unit will be covered by the County Disability Program. A copy of the plan is to be provided to each employee.

ARTICLE XXI  
LIABILITY CLAIMS INDEMNIFICATION

Employees covered by this Agreement shall be entitled to defense and indemnification by the Commission for all actions performed within the scope of their employment. Damages that result from the commission of a crime, driver initiated motor vehicle violations, or other actions where there is a clearly established willful and gross negligence on the part of the employee are excluded.

ARTICLE XXII  
PESTICIDES

Within thirty (30) days of the signing of this Agreement, the Park Commission shall designate those titles which shall be required to apply pesticides.

Employees required to apply pesticides shall be given the proper training and shall also be given the proper protective clothing to be worn at the time of application.

Assignments of pesticide applications shall be rotated as equitably as possible among those in a title which is required to apply pesticides.

ARTICLE XXIII  
PROMOTIONS AND DEMOTIONS

Section A - Promotions:

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

Section B - Demotions:

Employees who are demoted from a job in one class to a job in a lower class, shall receive a decrease in the salary based upon the dollar amount listed in the table below. The decrease shall be that dollar amount listed next to the class from which the employee is being demoted. In no event shall an employee's salary be greater than the maximum for the title to which s/he was demoted.

Section C - Promotion/Demotion Table:

Class 2	- \$600.00
Class 3	- \$600.00
Class 4	- \$900.00



Class 4A - \$900.00 or \$200.00\*

Class 5 - \$900.00

Class 6 - \$1,200.00

Class 7 - \$1,200.00

Class 8 - \$1,200.00

Class 9 - \$1,500.00

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\* Class 4A does not exist until January 1, 1986. Any movement after January 1, 1986 from Class 4 to 4A will constitute a \$200.00 increase only and from 4A to 4, a \$200.00 decrease only. Any movement from Class 1, 2 or 3 to 4A will constitute a \$900.00 increase after January 1, 1986.

ARTICLE XXIV  
LICENSURE

Effective July 5, 1986, employees who are required to have a boiler operator's license and who possess a boiler operator's license for their job, shall be given annual payment of TWO HUNDRED (\$200.00) DOLLARS.

ARTICLE XXV  
DURATION

This Agreement shall be in full force and effect from January 1, 1987, and shall remain in effect through December 31, 1988. Either party may give written notice by registered or certified mail, of its desire to terminate or modify this Agreement no sooner than one hundred twenty (120) days prior to December 31, 1988.

COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

MORRIS COUNTY PARK  
COMMISSION

Anne E. Lawless  
PRESIDENT, CWA LOCAL 1069

William G. Strathern

Ray Quinlan

Robert Rigona

Michelle F. Rice

Richard A. Sweet

William A. Johnson, Jr.  
President, M.C.P.C.

Quentin C. Schlichter  
Secretary-Director / M.C.P.C.

Robert J. Latini, Treasurer