

**COLLECTIVE BARGAINING AGREEMENT**

Between

**MORRISTOWN PARKING AUTHORITY**

And

**LOCAL 108  
RETAIL, WHOLESALE AND DEPARTMENT STORE UNION,  
UFCW**

**1576 Springfield Avenue, Maplewood, New Jersey 07040  
Phone: (973) 762-7224  
Fax: (973) 762-6065**



**EFFECTIVE DATE:**

**EXPIRATION DATE:**

**December 31, 2021**

## PREAMBLE

This Agreement is entered into and between the Commissioners of the Morristown Parking Authority (hereinafter referred to as " Authority") and Local 108, RWDSU, UFCW (hereinafter referred to as the "Union") represents the complete and final understanding of all bargainable issues between the Morristown Parking Authority and the Union.

Employment at the Authority is voluntarily entered into by each Employee covered by this Agreement. All employees covered by this Agreement are at-will employees. Nothing in this Agreement is intended to create an employment relationship for any definite time, nor shall anything in this Agreement be interpreted as a waiver by the Authority of its right to terminate any Employee's employment at any time, for any reason with or without notice, except as expressly provided for herein.

## ARTICLE I RECOGNITION

In accordance with the certification of the New Jersey Public Employee Relations Commission (RO-2017-045), the Authority recognizes the Union as the exclusive collective negotiations agent for all regularly employed non-supervisory, full-time and part-time Parking Enforcement Officers employed by the Morristown Parking Authority.

## ARTICLE II DUES DEDUCTIONS

Section 2.A. Within 30 days from the beginning of their employment, the Authority agrees to deduct from the wages of its employees, subject to this Agreement dues for the Union. Such deductions shall be made in accordance with Chapter 310, public laws of 1967, (N.J.S.A. 53:14-15, 9C), as amended. Such monies together with records of any collections shall be transmitted to the Union office by the thirtieth (30<sup>th</sup>) of each month following the monthly pay period in which the deductions were made.

Section 2.B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Authority written notice prior to the effective date of such change, and shall furnish to the Authority either new authorization from its members showing the authorized deduction for each

employee or an official notification on the letterhead of the Union and signed by the President and Secretary of the Union advising of the changed deduction.

Section 2.C. The Union will provide the necessary "Check-Off Authorization" forms and the Union will secure the signature of its members on the forms and deliver the signed forms to the Authority.

### ARTICLE III GRIEVANCE PROCEDURE

Section 3.A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. However, the time limits stated shall be strictly enforced absent written agreement concerning waiver or extension.

Section 3.B The term "grievance" as used herein is defined as any controversy rising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by the-a the Union, or the Morristown Parking Authority. The Union business representative shall have the right to participate in all steps of the "grievance procedure" noted below.

Section 3.C. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

#### STEP ONE (Conference Meeting)

Prior to a formal grievance being submitted, the Union shall notify the Authority Executive Director or his/her designee that a complaint has been submitted. The notification shall take place within 15 calendar days from the date when the member should have known of the incident or condition giving rise to the grievance. Within five business days of receipt of the notification, the Executive Director or designee will notify the Union, in writing, of the scheduling of a "Conference Meeting", which shall be scheduled to occur within 14 calendar days from the date the Executive Director receives the notification from the grievant.

The Executive Director shall issue his/her decision, or advise the Union that additional time is needed to investigate the matter, with regard to the grievance, in writing, within 30 days of the Conference Meeting, or at such other time as agreed

upon by the Union and the Executive Director, in writing, during the Conference Meeting.

In the event the Authority files a grievance, the Executive Director or designee shall submit the grievance in writing the Union president. The Authority and the Union shall schedule a Conference Meeting to discuss the grievance which shall be scheduled to occur within 14 calendar days from the date the President receives the notification from the Authority.

The President shall issue his/her decision, or advise the Authority that additional time is needed to investigate the matter, with regard to the grievance, in writing, within 30 days of the Conference Meeting, or at such other time as agreed upon by the Union and the Executive Director, in writing, during the Conference Meeting.

### STEP TWO

If the grievance is not withdrawn or settled, the Union shall submit such grievance to an arbitrator appointed by the parties from the arbitration panel maintained by the Public Employment Relations Commission of the State of New Jersey. The the Union must file the grievance within twenty (20) work days of the receipt by the Union of the Executive Director's decision.

Section 3.D. The Arbitrator (s) shall have full power to hear the grievance and make a final decision, which decision shall neither modify, add to nor subtract from the terms of this Agreement and referenced policies. Section 3.E. The decision shall be timely rendered after the completion of the hearing, and shall be binding on both parties.

Section 3.F. The cost of the arbitrator(s) and the arbitrator's expenses shall be borne equally by both parties, unless otherwise provided by law. Any other expenses including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

Section 3.G. The time limits expressed herein may be waived or extended only by mutual agreement of the parties in writing.

## ARTICLE IV HOURS OF WORK

Section 4.A. Employees shall be entitled to a one hour lunch break of which 30 minutes shall be paid. Employees will be required to clock out and in for the break period.

Section 4.B. There shall be no pyramiding of overtime.

Section 4.C. The determination of the need for overtime work shall be within the sole discretion of the Authority.

Section 4.D. No overtime is to be worked unless specifically authorized by the Authority or its designated representative.

Section 4.E. Overtime will be offered on a voluntary basis according to on-duty seniority on a rotating basis. If no qualified employee volunteers, the Authority will schedule the qualified employee with the least seniority on a rotating basis who is on-duty.

Section 5. When the authority decides to change schedules, employees will be offered shifts on the basis of seniority.

**ARTICLE V**  
**HOLIDAYS AND PERSONAL DAYS**

Employees shall be entitled to the following paid holidays:

New Year's day; Martin Luther King jr Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day After Thanksgiving and Christmas Day.

Employees will be paid for a holiday that falls on their scheduled day off.

Employees shall be entitled to three paid personal days per year. Such days may not be carried over in subsequent years.

**ARTICLE VI**  
**VACATION**

Section 6.A. Employees are entitled to vacation as follows:

1 <sup>st</sup> year	1 week (after completing 6 months of employment)
2 <sup>nd</sup> year to 5 <sup>th</sup> year	2 weeks
After 5 years	2 weeks, 2 days
After 6 years	2 weeks, 3 days
After 7 years	2 weeks, 4 days
After 8 years	3 weeks

After 10 years	3 weeks, 1 day
After 11 years	3 weeks, 2 days
After 12 years	3 weeks, 2 days
After 13 years	3 weeks, 4 days
After 15 years	4 weeks
After 20 years	4 weeks, 1 day
After 21 years	4 weeks, 2 days
After 22 years	4 weeks, 3 days
After 23 years	4 weeks, 4 days
After 25 years	5 weeks (Maximum Vacation Time)

Section 6.B. An employee who is on leave of absence without pay shall be entitled to a pro-rated share of vacation credit.

Section 6.C. No vacation time may be carried over from year to year.

Section 6.D. Vacation time is subject to the approval of the Authority.

## ARTICLE VII SICK DAYS

Section 7.A. Employees are eligible for 12 paid sick days per year accrued at the rate of one day per month.

Section 7.B. Unused sick days will be paid out at the end of the calendar year at the rate of 50% of the employee's current rate.

Section 7.C. Per the New Jersey paid sick leave law, if an employee uses less than 5 days of sick time, the employee may carryover or, at the employee's option, be paid for the unused sick time that is less than 5 days.

## ARTICLE VIII MEDICAL BENEFITS

Section 8.A. The Authority agrees to provide, for the duration of this Agreement, eligible employees with health and prescription drug coverage on the same terms and conditions it provides coverage to other Authority employees.

Section 8.B. The Authority in its sole discretion may, change the insurance carrier or administrator, provided the benefits remain substantially equal, recognizing that a change in plans may require the alteration of some benefits.

Section 8.C. Employees will share in the cost of insurance premiums under the same terms and conditions as other Authority employees including any future increases.

Section 8.D. Full-time employees who regularly work more than 32 hours per week shall be eligible for dental benefits. The Employer shall contribute the following to the Local 108 Health Expense Benefit Plan for dental care which shall remain the same for the duration of the agreement:

Single Coverage  
\$40.00 per month

Family Coverage  
\$75.00 per month

### **ARTICLE IX** **FOUL-WEATHER GEAR**

Per current practice, employees may be required to perform reasonable functions in foul weather. All employees covered by this agreement will be furnished with rain gear and a winter coat, hat and boots. Employees are charged with proper care and maintenance of the gear. Worn gear will be replaced if turned into the Authority. Employees are responsible for the cost of replacing lost gear.

### **ARTICLE X** **NON-DISCRIMINATION CLAUSE**

There shall be no discrimination with respect to employment, or any of the terms and conditions of employment, because of an individual's race, creed, religion, color, national origin, ancestry, age, sex, pregnancy, affectional or sexual orientation, gender identity or expression, marital status, Civil Union, familial status, domestic partnership, atypical hereditary cellular or blood trait, disability (including AIDS and HIV infection), genetic information, liability for service in the United States armed forces or any other characteristic protected under applicable federal, state or local laws. The Authority will make a reasonable accommodation to known physical or mental limitations of a qualified employee with a disability, including employees affected by pregnancy, unless the accommodation would impose an undue hardship on its operation.

### **ARTICLE XI** **WAGES**

Section 11.A. The minimum starting wage rate for employees in the negotiations unit shall be \$15.00 per hour. If necessary, the minimum starting wage rate will be adjusted to be at least \$.50 per hour above the legal

Section 11.B.

1. Employees on the payroll as of the date of ratification of this Agreement shall receive a 3.0% increase to their hourly wage rate effective January 15, 2018.
2. Employees on the payroll on January 1, 2019 will receive a 3.0% increase to their hourly wage rate.
3. Employees on the payroll on January 1, 2020 will receive a 3.0% increase to their hourly wage rate.

**ARTICLE XII**  
**LEAVES OF ABSENCE**

Section 12.A. Bereavement: Employees shall be entitled to paid bereavement leave as follow:

1. 5 days for the loss of a mother, father, spouse, child, or sibling.
2. 3 days for the loss of a grandparent, parent-in-law, or sibling-in-law.
3. 1 day for grandparent-in-law, aunt, uncle, spouse's aunt or uncle, first cousin.

Section 12.B. Jury Duty: Employees who are required to serve jury duty will be paid the difference between their regular daily wages and jury duty pay.

Section 12.C. Military Leave: Employees enlisting or entering the military service, or training in any division of the Armed Forces of the United States, shall be granted all rights and privileges provided by the Selective Service Act of 1948, as amended, and any regulations thereunder.

Section 12.D. Personal Leave: Employees with one year of continuous service shall be eligible to request a personal leave of absence. The leave may be granted in the sole discretion of the Authority and shall be for a maximum of 6 months. Employees on a personal leave will be responsible for the entire cost of maintaining their health and dental insurance.

**ARTICLE XIII**  
**SENIORITY**

Section 13.A. Seniority shall be defined as the length of continuous service with the Authority.



1. Accrual of seniority: After the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire, and shall accrue during his continuous employment with the Authority.
2. Seniority shall accrue and not be lost during an employee's PTO or approved leave of absence.
3. Loss of seniority: An employee shall lose accumulated seniority and seniority be broken for any of the following reasons: (i) Voluntary quit; Discharge; (ii) Failure to report to work after a lay-off; (iii) Layoff which extends in excess of 6 consecutive months; (iv) Absence for a period of two (2) consecutive working days without notifying the Authority; (v.) Failure to report to work at the expiration of a leave of absence; (vi.) Taking employment elsewhere during the period of a contractual leave of absence without the express consent of the Authority.
4. An employee whose seniority is lost for any of the reasons outlined above shall be considered a new employee if again employed by the Authority.

Section 13.B. Layoffs:

1. The necessity for layoffs or reduction of staff shall be in the sole discretion of the Authority.
2. In the event the Authority finds it necessary and desires to reduce its staff by laying off employees, it shall notify the Union as expeditiously as possible of its intention and shall inform the Union of the names of the employees who have been or who are to be laid off, as well as the effective date of the layoff.
4. In cases of layoff, probationary employees working in the affected classifications shall be laid off first without regard to their individual periods of employment. If further layoffs are required, the employee with the least seniority shall be laid off.
5. Recall within 6 consecutive months shall be accomplished in reverse order of layoff.
6. It shall be the responsibility of the employee to keep the Authority informed of his/her present address and telephone number and to

notify the Authority, in writing, of any such changes within two (2) days of the date of any change.

#### ARTICLE XIV MAINTENANCE OF STANDARDS

Section 14.A. The parties agree that all benefits, rights, duties, obligations, and conditions of employment relating to the status of the Employees, which benefits, rights, duties, obligations, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained to the extent that they are maintained for other Authority employees.

Section 14.B. The Authority reserves the right to promulgate rules, regulations and policies that are not inconsistent with the terms of this Agreement. The express provisions of this Agreement shall take precedence over any rule, regulation or policy that is promulgated by the Authority.

Section 14.C. To the extent they do not conflict with the expressed terms of this Agreement, Employees shall be required to follow and abide by the Authority's promulgated policies. The Authority will notify the Union 30 days prior to adding or modifying any policy. If the Union requests, the Authority will meet and discuss the modification or promulgation of any policy before implementation. The policy or modification may be implemented following the discussions. The Union shall have the right to grieve and arbitrate the issue of whether the policy violates any express term of this agreement.

#### ARTICLE XV MANAGEMENT RIGHTS

Section 15.A. The Authority retains its managerial prerogative consistent with the laws of the State of New Jersey and retains the exclusive right to manage its operation, to direct, control and schedule its operations and work force and to make any and all decisions affecting the operations, except as specifically limited by the express terms of this Agreement.

Section 15.B. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: Hire, promote, demote, lay off, assign, transfer, suspend, discharge and discipline employees for just cause; Select and determine the number of its employees, including the number assigned to any particular work and to increase or decrease that number; Direct and schedule the work force; Determine staffing levels and work shifts; Determine the location and type of operation; Determine and schedule when overtime shall be worked; Determine the work

duties and responsibilities of employees; Determine the work locations of employees; Establish productivity standards and quotas; Determine employee qualifications and evaluate competency to maintain the efficiency of operations; Determine the quality and quantity of work to be performed; Implement incentives for special assignments; Discontinue jobs; Determine job qualifications, work pace, work performance levels, standards of performance, and methods of evaluation of the employees; and, Carry out the ordinary and customary functions of management, except as specifically abridged, altered or modified by the express terms of this Agreement.

Section 15.C. The foregoing statement of the rights of management and of Authority functions are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in management and shall not be construed in any way to exclude other Authority functions not specifically enumerated.

Section 15.D. The exercise or non-exercise of rights hereby retained by the Authority shall not be deemed to waive such rights or the right to exercise them in some other way in the future.

## **ARTICLE XVI** **DISCHARGE AND DISCIPLINE**

Section 16.A. The Authority shall have the right to maintain discipline and efficiency of its operations, including the right to discharge, suspend or discipline any employee for cause.

Section 16.B. Any probationary employee may be discharged or disciplined by the Authority in its sole discretion. No question concerning the discharge or discipline of any such employee shall be subject to the grievance or arbitration provisions of this Agreement.

Section 16.C. The Union and the Authority recognize the principle of a fair day's work for a fair day's pay. Accordingly, Employees must meet the Authority's standards or be subject to discipline. The Authority recognizes the principle of progressive discipline.

## **ARTICLE XVII** **UNION REPRESENTATION**

Section 17.A. The Authority agrees that Business Representatives of the Union shall have the right to enter the Authority's property at reasonable times for the purpose of administering the contract and exercise their duties as the Employees' bargaining agent. Business representatives shall not interfere with the operation of

the Authority. Business Representatives must provide reasonable advance notice of their intent to visit the Authority's property but no later than 24 hours prior to the visit.

Section 17.B. Union Business Representatives shall not interfere with the Employees' work by contacting them or visiting while they are on patrol.

Section 17.C. Union Representatives are subject to the Authority's policies and practices regarding visitation to its premises.

Section 17.D. The activities of shop stewards shall not interfere with the performance of his/her work or the work of other employees of the Authority. Any time spent by the shop steward on Union matters or acting in his/her capacity as shop steward will not be compensated for by the Authority.

Section 17.E. Employees will not be compensated for time spent in grievance meetings or negotiations.

Section 17.F. The Authority will provide a bulletin board in a conspicuous place in the employees' lunchroom for the posting of notices pertaining to the Union and its members. The Union shall submit copies of all such notices to the Authority for approval prior to posting. Such notices shall be limited to official Union business.

## **ARTICLE XVIII** **NEW EMPLOYEES**

Section 18.A. All Employees who are hired on or after the effective date of this Agreement shall be deemed probationary employees and shall be subject to a probationary period of 90 calendar days commencing with the day first worked after hire.

Section 18.B. The Authority may extend the probationary period for an additional thirty (30) days upon notice to the Union.

Section 18.C. Seniority shall not accrue to probationary employees during the probationary period. However, at the successful completion of the probationary period, the employee's seniority shall be considered to commence from the date first worked after hire.

Section 18.D. Notwithstanding any other provision of this Agreement, the Authority may at any time during or at the end of the probationary period, lay off, discipline or discharge such employee, with or without cause. The Authority's action with respect to such employee shall not be made the subject matter of the grievance or arbitration procedure by the employee or Union.

Section 18 E. The Authority will notify the Union when a new employee accepts a position. The Union will be permitted to meet with the newly hired employee for one half hour on the Authority's premises during the first week of employment. The Union will schedule the meeting in advance.

**ARTICLE XIX**  
**NO-STRIKE**

Section 19.A. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that it will not cause, sanction or take part in any strike (whether it be economic, unfair labor practice, sympathy or otherwise), slowdown, walkout, sit-down, picketing, stoppage of work, handbilling, leafleting, or any other activities which interfere, directly or indirectly, with the Authority's operations. The Authority agrees that there shall be no lockout during the life of this Agreement.

Section 19.B. The Authority shall have the unqualified right to discharge or discipline any or all employees who engage in any conduct in violation of this Article. However, whether an employee engaged in conduct in violation of this Article may be subject to Arbitration.

Section 19.C. Any claim, action or suit for damages resulting from the Union's violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE XX**  
**SEVERABILITY AND SAVINGS CLAUSE**


If any provision of this Agreement is held to be invalid by operation of law or by a court or by a tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

**ARTICLE XXI**  
**DURATION**

This Agreement, signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, shall become effective as of October \_\_, 2018 and shall remain in effect until December 31, 2021.

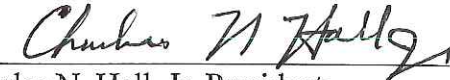
IN WITNESS WHEREOF, the parties hereto affix their hands at

MORRISTOWN PARKING AUTHORITY

  
\_\_\_\_\_  
Michael Fabrizio, Executive Director

4832-0983-7683, v. 1

LOCAL 108, RWDSU, UFCW

  
\_\_\_\_\_  
Charles N. Hall, Jr. President