

AGREEMENT BETWEEN  
THE MORRIS COUNTY PARK COMMISSION  
AND  
POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL 264

JANUARY 1, 2003 - DECEMBER 31, 2008

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PREAMBLE

THIS AGREEMENT, made and entered into this                    day of                    ,2005 by and between the Morris County Park Commission of the State of New Jersey (hereinafter referred to as the "Commission"), and the Policemen's Benevolent Association, of the NJSPBA Local 264 (hereinafter referred to as the "Association"), is the final and complete understanding between the Commission and the Association on all bargainable issues and as such will serve to provide and maintain a harmonious relationship between the Commission and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

## ARTICLE I - RECOGNITION AND SCOPE

### Section 1:

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

All employees of the Morris County Park Commission in the position titles of Patrolmen, Patrolwomen and Sergeants, but excluding the Chief of Police, Captain, Lieutenants, Clerks and all other employees.

### Section 2:

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

ARTICLE II - ITEMS OF GENERAL CONSIDERATION

Section 1:

Policy and Agreement - From time to time, over the years, various policies concerning conditions of employment have been promulgated, and both parties recognize that not often are the matters of policy and the rights of employees fully known by all of the employees and the County Park Commission. Nothing contained herein shall be construed to impair or interfere with the right of the public employer to finally promulgate rules, regulations and revisions, provided that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

Section 2:

Paid Leaves of Absence

A. Vacations:

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

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

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

employees so that employees may know the schedule prior to submitting requests for vacation. It is understood and agreed, however, that said schedule is subject to change unilaterally by the Employer with notice to employees or the Association. The Chief of Park Police is authorized to plan vacations so as not to interfere with the responsibility of orderly work.

Vacations shall be scheduled on a calendar year basis. Officers shall be permitted to schedule in advance their entire vacation entitlement for the calendar year in which their applicable anniversary date occurs. In the event that an officer is terminated from service for any reason, except on special, service or disability retirement, the Officer shall be entitled to one-twelfth (1/12) of his/her annual vacation allotment for each month worked during the Officer's final year of service. Officers shall be required to reimburse the Commission for any vacation pay received in excess of their pro rata vacation entitlement, payment of which may be deducted from the Officer's last paycheck. Officers receiving special, service or disability retirement shall be entitled to receive their entire vacation allotment effective on January 1 of the year in which they retire.

#### B. Holidays

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

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

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

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

In the event the Board of Chosen Freeholders of Morris County should declare, create or grant other holidays for other Morris County employees, the Park Commission will adopt such holidays as paid holidays for employees covered by this Agreement without the need for further negotiations. This is not to include holidays granted by the Board of Chosen Freeholders as a result

of collective negotiations or as a result of an arbitration award. The Friday after Thanksgiving shall be granted to employees not as a holiday but as an approved leave day with pay.

### C. Sick Leave

Each employee shall be entitled to sick leave credits at the rate of one day per calendar month from the date of employment to the end of the year. Thereafter, each employee will be credited with 15 days annually for each succeeding year of full-time employment, which is cumulative.

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

In the event an employee is absent due to illness, such employee shall be required to notify the Superior Officer on duty as soon as possible on each occasion, giving the specific reason for the absence. In the case of day-shift employees, notification is to be given by 8:30 a.m. and in the case of night-shift employees, notification must be given by 4:00 p.m. If notification as required is not given, the time off from work shall be treated as time off without pay provided, however, where an employee assigned to the night shift notified the Superior Officer on duty after 4:00 p.m. of his absence from the night shift on that day, he must submit a doctor's certificate confirming the nature of his illness.

A certificate from a licensed physician in attendance shall be required as sufficient proof of need of leave of absence or the need of the employee's attendance upon a member of the employee's immediate family. In the event of absence from duty due to illness for four (4) 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. The Park Commission reserves the right to investigate absences due to illness.

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

If an employee is on sick leave due to a job-connected injury, and his normal vacation period coincides, that vacation shall be granted at a later date and no vacation time shall be charged during the job connected injury.

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

Effective January 1, 2000 and upon retirement from service with Morris County Park Commission and completion of twenty five (25) years of service with the Commission, an employee shall be paid the equivalent of thirty percent (30%) of accumulated sick leave up to the maximum amount of twelve thousand dollars (\$12,000.00).

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

It is understood and agreed that the employer may take appropriate disciplinary action against employees who abuse their sick leave privileges, particularly where such abuses occur before or after holiday compensatory time off. In the event disciplinary action is taken for such abuse as determined by the employer, it is further agreed that grievances which may result there from shall not be subject to the arbitration process, but shall otherwise be grievable in accordance with this Agreement.

A terminating employee who has used more sick leave than that she/he has earned shall have deducted from her/his 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 earned.

#### D. Bereavement Leave

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

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

In the event of the death of a spouse's grandparent the employee shall be entitled to one (1) bereavement day.

In the event of a death in the family involving a relative of the second degree, the employee shall be permitted one (1) working day of leave with pay. Relatives of the second degree shall be defined as the employee's uncles, aunts, nieces, nephews, cousins, sisters-in-law and brothers-in-law.



Additional days may be approved by the Chief of Police and shall be charged against accumulated sick leave.

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

E. Administrative Leave

1. Each employee shall be entitled to have three (3) working days of leave without loss in pay upon written request to, and the approval of, the Executive Director of the Morris County Park Commission for the following reasons:
  - a. court subpoena
  - b. marriage of an employee
  - c. personal business that cannot be attended to outside of work hours.
2. A decision not to grant administrative leave shall not be grievable.
3. Administrative leave shall not accumulate year to year.

F. Storm Days and Emergencies

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

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

## ARTICLE III - WORKING HOURS AND WORK WEEK

### Section 1:

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

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

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

### Section 2:

Any employee who is called back to work for non-scheduled duty after completing his regular shift shall be entitled to time and one-half (1 1/2) with a minimum guarantee of four (4) hours with a guarantee of six (6) hours pay. Municipal Court is excluded from this call-back provision and is governed by paragraph (b) above.

### Section 3:

Employees covered by this Agreement shall receive overtime compensation as cash payments only and the option of compensatory time off shall not be available.

ARTICLE IV - INSURANCE AND RETIREMENT

A. Hospitalization

(1) Eligible employees shall choose one of the below listed medical insurance plans. The employee's eligible dependents shall also be covered under the plan selected by the employee.

Medallion Plan  
Base hospital, major medical Wraparound medical plan,  
The HMO option

(2) The Medallion Plan will be continued for those employees hired before January 1, 1993. The employee co-payment for eligible participants in the Medallion Plan shall be five hundred dollars (\$500.00) per year, paid through payroll deductions.

**Effective January 1, 2003** and retroactive to that date, employees shall contribute healthcare contributions in bi-weekly deductions as applicable, in accordance with Schedule B appended hereto.

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

**Effective January 1, 2003** and retroactive to that date, employees shall contribute healthcare contributions in bi-weekly deductions as applicable, in accordance with Schedule B appended hereto.

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

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

Upon execution of the agreement, employees enrolled in the HMO option will be transferred to a plan with a \$10.00 co-payment for office visits.

(6) The co-pay for the prescription drug plan shall be as follows:

\$3.00 for generic prescription  
\$6.00 for brand name prescription

Effective upon execution of the agreement, the co-pay for the prescription drug plan shall be as follows:

\$5.00 for generic prescription  
\$10.00 for brand name prescription  
\$15.00 for non-preferred prescription

The Wraparound Plan or HMO option and Prescription Drug Plan shall be made available to new employees within three (3) months of the date of employment.

Pre-admission review and individual case management shall continue to be a part of the existing medical insurance coverage.

The Commission will offer the Flexible Benefits Program.

Effective January 1, 1998, eligible employees may elect to waive medical and prescription coverage for themselves and/or eligible dependent(s), as defined by Blue Cross/Blue Shield of New Jersey Inc., provided proof of coverage through another source can be demonstrated. Employees who are eligible for this option for themselves and/or their dependent(s) and who elect to waive said coverage shall receive payments in lieu of insurance, as is provided by the Commission's Resolution No. 157-95. The annual payments listed below shall be disbursed in equal amounts along with employees' regular pay.

|    | <u>Category</u>                      | <u>Annual Payments</u> |
|----|--------------------------------------|------------------------|
| 1. | From Single to No Coverage           | \$900                  |
| 2. | From Family to No Coverage           | \$2,400                |
| 3. | From Parent/Child to No Coverage     | \$1,680                |
| 4. | From Family to Single Coverage       | \$1,500                |
| 5. | From Family to Parent/Child Coverage | \$600                  |
| 6. | From Parent/Child to Single Coverage | \$840                  |

**B. Group Life Insurance:**

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

**C. Retirement and Pension:**

The public employer recognizes the Police and Fire Retirement System of New Jersey is operative concerning employees covered by this Agreement and all of the rights accruing thereunder.

The Park Commission agrees to furnish any and all information required by law to employees concerning their rights under this Retirement System and their benefits and accruals.

It is understood and agreed that this Retirement System, as provided by statute and the applicable rules and regulations of the New Jersey Division of Pensions, shall apply exclusively. The Commission shall assume the entire cost of health and hospital benefit insurance coverage (Blue Cross/Blue Shield Wraparound Plan or HMO BLUE) for employees covered by this Collective Bargaining Agreement who retire, as permitted by N.J.S.A 40A:10 - 23 and as provided by Resolution 226-97.

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

- 1.) retired in good standing on a disability pension from a New Jersey administered retirement system; or
- 2.) retired in good standing with twenty-five years or more of service credit in a New Jersey State or locally administered retirement system and with at least 15 years of service with the Morris County Park Commission at the time of retirement; or
- 3) retired in good standing at age sixty-two (62) or older with at least fifteen (15) years of service with the Morris County Park Commission.

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

D. Disability Leave:

For employees covered by this Collective Bargaining Agreement, the County Disability Program in effect shall be continued during the term of this Agreement without substantive modification or alteration. The maximum weekly disability benefit for eligible employees shall be two hundred thirteen dollars (\$213.00) per week and the employee's annual contribution shall be fifty-six dollars and fifty cents (\$56.50) per year. These disability benefits are paid to all eligible employees covered by this Collective Bargaining Agreement who have exhausted their earned sick leave and are unable to work because of sickness or off the job accidents.

**Effective January 1, 2006** the maximum weekly disability benefit for eligible employees shall be two hundred and fifty-five dollars (\$255.00) per week and the employee's annual contribution shall be sixty-seven dollars and twenty-four cents (\$67.24) per year.

The benefit will be two thirds (2/3) of the average weekly wage. Morris County would remain as guarantor.

E. Dental Plan

The Commission will pay for the premium cost for employee coverage only to a maximum of \$9.83 per month (\$118.00 maximum annual or prorated for less than full year coverage) employee. It is understood and agreed that any increase in the dental premium charged by the authorized carrier during the term of this agreement shall be equally shared by the employee and the Commission. The provided benefit plan will include an option for the employee to elect dependent coverage providing the same level of benefit as provided the employee. The total cost of the premium charged for the dependent coverage shall be paid by the employee.

## ARTICLE V - OTHER PERMISSIBLE LEAVES OF ABSENCE

### A. Jury Duty:

Each employee shall be allowed leave with pay if required for jury duty. A written request for such leave shall be given by the employee to his/her supervisor at least two (2) weeks in advance. Employees will not be required to reimburse the Commission for fees and mileage received from the Court for jury duty.

### B. Military Leave with Pay:

If the employee is a member of the National Guard, Naval Reserve, or any of the Reserve Components of the Armed Forces, the employee shall be eligible for leave with differential pay for a period not to exceed 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 Park Commission's differential payment in the event of active-duty training by the employee.

### C. Military Leave without Pay:

If the employee is inducted into the Armed Forces, the employee shall be entitled to military leave without pay, provided a written request to the Executive Director and a copy of the orders are attached. While in the military service, the employee's contributions to the Retirement System will be maintained, and seniority will be continued. The employee will be entitled to reinstatement, provided the employee is physically able and makes application for reinstatement within 90 days of Honorable Discharge.

### D. Convention and Meetings Leave:

In accordance with applicable State statute, authorized delegates of the P.B.A. Local shall be permitted such time off to attend necessary meetings and conventions without loss of pay. The State P.B.A. delegate shall be granted the necessary time off, with pay, to attend the State P.B.A. monthly meeting.

E. Other Leave:

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



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

Section 1:

A. In order to effectively administer the affairs of the Commission and to properly serve the public, the Commission hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to the signing of this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

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

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

C. Nothing contained in this Agreement shall operate to deny or restrict the Commission or the P.B.A. in the exercise of their rights, responsibilities and authority pursuant to the laws of this State or the United States.

Section 2:

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

## ARTICLE VII - SALARY AND LONGEVITY

### Section 1: SERGEANTS

Employees in the rank of Sergeants shall have their salaries increased in accordance with Schedule A appended hereto.

### Section 2: PATROL OFFICER

Employees in the rank of Patrol Officer shall have their salaries increased in accordance with Schedule A appended hereto.

### Section 3: PERFORMANCE INCENTIVE

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

Recommendations for said performance incentives shall be made by the Chief of the Morris County Park Police after completing the annual performance evaluation. The Executive Director of the Morris County Park Commission and/or his designee(s) shall review the Chief's recommendation and make a final determination regarding performance incentives subject to acceptance by the Morris County Park Commission. The determination of the Executive Director shall not be reviewable under the grievance procedure; however, the employee may appeal that determination to the Morris County Park Commission Personnel Committee or the Committee's designee(s) whose decision shall be final and binding. It is agreed that the designee(s) shall not be one of the previous reviewers.

### Section 4: LONGEVITY

The existing longevity schedule shall remain in effect for each employee actively employed and covered by this Agreement prior to January 1, 1993. Effective January 1, 1993, new employees are not eligible for longevity benefits.

Effective January 1, 2003 longevity shall be eliminated for all employees occupying the rank of Sergeant.

Longevity shall be paid to eligible employees who are continuously employed in the Park Commission according to the following schedule:

Commencing on the 1st day of the 4th year - 1% of annual salary

Commencing on the 1st day of the 9th year - 3% of annual salary

Commencing on the 1st day of the 13th year - 5% of annual salary

Commencing on the 1st day of the 17th year - 7% of annual salary

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

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

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

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

There shall be no tacking of previous periods of employment or of consecutive periods of employment if the employee had been actively employed with another employer in profitable pursuit of another business during the interim period. Tacking shall be permitted where an interruption of service is the result of a regular leave of absence or leave of absence because of illness or incapacity and/or in accordance with N.J.S.A. 40A:9-5 where applicable.

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

## ARTICLE VIII - GRIEVANCE PROCEDURE

### Section 1:

#### A. Definition:

##### Contractual Grievance:

A contractual grievance shall be any complaint regarding the meaning, interpretation or application of the provisions of this Agreement, and the following procedure shall be adhered to for purposes of attempting to reach a mutually satisfactory settlement.

##### Non-Contractual Grievance:

A non-contractual grievance is a right to appeal the interpretation, application or violation of any policy, agreement and administrative decision affecting the employees covered by this Agreement. A non-contractual grievance shall be processed up to and including the Park Commission.

#### B. Purpose:

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

#### C. Employee's Grievance:

##### Step 1:

Any employee who has a complaint shall present it to the Chief of Police orally or the P.B.A. may submit a grievance on behalf of such employee or group of employees orally within fifteen (15) calendar days of its occurrence for resolution. In the event the matter is not resolved at this level, the matter may be referred to the next step of the procedure. It shall not be required nor necessary for the Chief of Police to give his reply in writing, but it will be required that the reply be given in writing within seven (7) days from presentation of grievance.

Step 2:

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

Step 3:

If the grievance is not resolved at Step 2, the grievance shall be presented within ten (10) calendar days after receipt of reply of the Executive Director to the Park Commission, whereupon within fifteen (15) calendar days thereafter the President of the Park Commission shall submit his report in writing to the full Commission, and a determination shall be made by the full Park Commission within thirty (30) days of the submission of the report of the President. A copy of the President's report shall be furnished to the representative of the negotiating unit and he shall have fifteen (15) days within which to answer the report and state his contentions. The Park Commission may either resolve the grievance on the basis of the submission alone, or at its option may conduct a hearing on the grievance. The Park Commission may delegate the duty of resolving the grievance to a committee composed of less than the full membership of the Park Commission. The decision of the Park Commission or a sub-part thereof shall be rendered within thirty (30) days after receipt of the President's report.

D. Employer's Grievance:

Step 1:

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

Step 2:

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

E. Last Step - Arbitration:

a. In the event either of the parties to the Agreement submit an unresolved contractual grievance (non-contractual grievances cannot be arbitrated) to arbitration, such request shall be made within thirty (30) calendar days of the receipt of a response from the Park Commission or the Association, whichever is applicable, to the New Jersey Public Employment Relations Commission, pursuant to the Commission's rules and regulations then pertaining. The arbitrator shall be selected by the parties from a panel of proposed arbitrators submitted by the Public Employment Relations Commission or New Jersey State Board of Mediation.

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

c. The arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard by him. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of the Agreement but shall only interpret, apply or determine whether there has been compliance with the provisions of this Agreement.

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

e. Where a grievance is filed which concerns the demotion, suspension, discharge or any type of disciplinary action against an employee with the exception of disciplinary actions resulting from alleged sick leave abuse, such grievance if not resolved can be presented for arbitration under the rules of the New Jersey P.E.R.C. or the New Jersey State Board of Mediation. The parties agree that the decision of the arbitrator shall be final and binding on both parties to this Agreement.

## ARTICLE IX - MEAL ALLOWANCE

### A. Training:

Officers attending approved training courses at or conducted by a police academy shall receive a meal allowance of \$5.00 for breakfast, \$7.00 for lunch and \$13.00 for dinner.

### B. Call Out:

In the event an officer is called back after a tour of duty and as a result of the call back is on duty between the hours of 6:00 a.m. and 8:00 a.m., a meal allowance of four dollars (\$4.00) will be provided. Under same circumstances, if the patrolman is on duty between the hours of 11:30 a.m. and 1:30 p.m., a meal allowance of six dollars (\$6.00) will be provided. Under the same circumstances, if the patrolman is on duty between the hours of 5:00 p.m. and 7:00 p.m., a meal allowance of twelve dollars (\$12.00) will be provided.

## ARTICLE X - UNIFORM ALLOWANCE

### Section 1:

Each employee covered by this Agreement shall receive pro-rata, in addition to uniform replacement when approved, the sum of six hundred dollars (\$600.00) per year for uniform maintenance.

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

### Section 2:

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

### Section 3:

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

### Section 4:

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

### Section 5:

The Commission shall provide a power auger to an employee who is directed to cut holes in the ice on park ponds and streams in order to test the ice for skating.

### Section 6:

The Morris County Park Commission agrees to supply each new employee with the approved issue of serviceable uniforms within a period of eight weeks after the completion of basic training.



## ARTICLE XI - PARK POLICE MEETINGS

Each year the Association may conduct seven (7) general membership meetings to enable all of the members of the Park Police Division to attend such meetings. Such meetings may be held on the premises of Division Headquarters at Lewis Morris Park but shall be scheduled only through the office of the Chief of Park Police and with the approval of the Executive Director of the Commission or his designee. Each meeting shall not exceed one (1) hour in duration.

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

## ARTICLE XII - POLICE SCIENCE COURSES

Commission and the Association agree that they will encourage employees to maintain acceptable and increased levels of competence by pursuing an approved collegiate program of instruction in police science. Each employee who undertakes such instruction shall be reimbursed in accordance with the Morris County Park Commission Tuition Reimbursement Policy adopted by the Commission effective March 1, 1997. All Courses to be taken hereunder shall be approved in advance by the Personnel Committee of the Morris County Park Commission. If the reimbursement request has been approved, the tuition reimbursement request shall be processed in conjunction with the approval.

The Morris County Park Commission will make a reasonable attempt to prepare duty schedules, so that a police officer who is attending police training and/or courses of study at an agreed school will not be prevented from attending the classes. However, it is understood that circumstances may arise where the number of officers requesting scheduling considerations may not be able to be accommodated. On those occasions managerial scheduling prerogatives shall prevail. When registering for courses, officers should attempt if at all possible, to attend "dual track" programs (where sections of the same class are offered on A.M. and P.M. schedules) to facilitate work assignment.

It is understood that in an emergency situation requiring police officers to remain on duty during the emergency, thereby preventing the officer from attending classes at that time, such situations shall not be interpreted as a breach or violation of this provision.

The Park Police may attend courses outside of Police Science and receive reimbursement provided such instruction is approved in advance and in accordance with the Morris County Park Commission Tuition Reimbursement Policy adopted by the Commission effective March 1, 1997. To meet the criteria for the tuition reimbursement program, the average of the employee's evaluation forms must indicate 'above standard' for the previous two (2) rating periods. Effective January 1, 1997 only courses and programs of study at the undergraduate level meeting the normal approval criteria, will be eligible for tuition reimbursement, and that reimbursement will be at a per credit cost equal to the per credit cost charged by Rutgers, the State University of New Jersey. Those officers who matriculated in graduate level programs of study leading to a Masters Degree prior to January 1, 1997, will be eligible to receive the same level of reimbursement which was received in 1996 until they receive their Masters Degree or the completion of courses in the Fall 1999 Semester. There will be no reimbursement for graduate level courses after the Fall of 1999 Semester.

The parties agree and understand that compensation currently received by Officers for courses already completed in accordance with the provisions of Article XII which were in effect on December 31, 1989 will be continued and not altered by the modifications under Article XII.

ARTICLE XIII - PUBLIC EMPLOYEES COMMITTEE  
AND MEMBERSHIP ON SAFETY COMMITTEE

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

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

The Commission shall permit one employee covered under this contract to be a member of the Commission's Safety Committee. The Association recognizes that this Committee was created by the Commission and can be abolished by the Commission in its sole discretion. This employee shall have the same rights and privileges as other employee members on said committee.

## ARTICLE XIV - SENIORITY

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

Seniority shall not be used in the choice of personnel for special units, in service training schooling and other work related practices, or for any purpose not specifically set forth in this agreement.

Unless specifically set forth in this Agreement preference shall be applied on the basis of individual qualifications. Qualifications shall be determined in the sole judgment of the employer.

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

Seniority shall not be broken except in cases of:

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

Any employee who is laid off during the term of this Agreement shall have rights of recall through December 31, 2008.

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

## ARTICLE XV - GENERAL AND MISCELLANEOUS

1. Physical examinations may be required from time to time at the expense of public employer.
2. Change of address must be reported to employee's supervisor immediately.
3. Change of family status - The employee is advised to inform his or her supervisor immediately of any additions, deletions or changes in the family status for the purpose of keeping employment records up to date and for possible changes in life insurance and retirement beneficiaries, hospital, medical-surgical dependents and for tax purposes. To change dependents for tax purposes, it is necessary to fill out a W-4 form (Employee's Withholding Exemption Certificate).
4. Termination of Employment - In the event an employee terminates his service with the Commission or is terminated for any reason other than proven dishonesty, his or her estate shall be paid for earned unused vacation entitlement. The provisions of this Article shall also apply to accumulated unused sick leave, provided the employee meets the eligibility requirements as set forth in Article II, Section 2C.

## ARTICLE XVI - BULLETIN BOARDS

The Commission shall grant reasonable use of Commission bulletin boards at the duty stations for P.B.A. announcements. Prior approval by the Chief of Police shall be required before material shall be placed upon Commission designated bulletin boards except for those matters which involve the following:

A. P.B.A. meeting notices, announcement of conferences and seminars promoted by the P.B.A. and social activities sponsored by the P.B.A.

B. The correspondence from P.B.A. counsel.

C. Proposed legislation and comments from the P.B.A. or its attorney thereon.

No material placed on bulletin boards shall contain salacious, inflammatory or anonymous material. If said material is placed upon bulletin boards, it may be removed by the Commission.

## ARTICLE XVII - POSTING OF IN-SERVICE TRAINING

All publications concerning in service training programs being held at the Morris County Police Academy or other convenient locations that are received by the Chief will be posted in a conspicuous location. Each employee covered by this Agreement will have the opportunity to request to attend such training programs. Said request is not to be confused with the provisions of the Agreement covering the granting of approval for attendance. It is understood and agreed that approval to attend is completely within the province of the employer.

Article XVIII-LIABILITY INSURANCE

Through the term of this Agreement, the County shall continue the existing liability insurance coverage for employees covered under this Agreement during performance of their duties. The basis of coverage shall be the policy offered on January 1 of the current year by the Morris County Insurance Fund.

Information of liability insurance coverage can be obtained from Risk Management.



## Article XIX - APPLICATION OF BENEFITS

The provisions of this Agreement shall not apply to any employee who has left the employ of the Commission prior to the date of signing of this Agreement by both parties, provided however, the salary article shall retroactively apply from January 1, 2003 through the date of retirement of any employee retiring prior to date of signing of the Agreement. The estate of a deceased employee who dies prior to date of signing of the Agreement shall receive the employee's salary adjustment retroactively from January 1, 2003 to the employee's last date of employment.

ARTICLE XX - DURATION

This Agreement shall become effective January 1, 2003, and shall remain in full force and effect through December 31, 2008.

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

If any provisions of this Agreement or application of the Agreement to any employee or employees covered hereunder is held invalid by operation of law, by legislative act or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all provisions contained herein shall not be affected thereby and shall continue in full force and effect.

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

**MORRIS COUNTY PARK COMMISSION**

**ATTEST:**

\_\_\_\_\_  
David Helmer  
Executive Director

\_\_\_\_\_  
Nicholas Cameron  
President

\_\_\_\_\_  
Glenn Roe, Treasurer

**POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 264**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
President