

**A G R E E M E N T**  
**B E T W E E N**  
**NEW JERSEY PINELANDS COMMISSION**  
**and**  
**CWA LOCAL 1040**  
**(PROFESSIONAL UNIT)**

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**July 1, 2007 through June 30, 2011**

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PREAMBLE AND RECOGNITION

A. THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the New Jersey Pinelands Commission (hereinafter the "Commission", "Pinelands Commission" or "Employer"), and Communications Workers of America, AFL-CIO (NJ PERC Docket No. RO-2007-063), a duly appointed representative (hereafter the "Union"), represents the complete and final understanding on all bargainable issues between the Commission and the Union. The purpose of this Agreement is to promote harmonious relations between the Commission and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment. The Union agrees to distribute this Agreement to all members of the Bargaining unit.

**(Professional Unit (RO-2007-063))**

B. The Commission hereby recognizes Local 1040 as the exclusive representative of:

Included: All regularly employed professional employees employed by the New Jersey Pinelands Commission <sup>in the following titles</sup> as follows: Director, Special Programs, Coordinator of Environmental Services, Principal Planner-Resource (Non-Supervisory), Planner-Resource 1, Planner-Resource 2, Planner-Resource 3, Principal Planner-Cultural Resources, Planner-Cultural Resources 1, Planner-Cultural Resources 2, Planner-Cultural Resources 3, Principal Planner-Economic, Planner-Economic 1, Planner-Economic 2, Planner-Economic 3, Wastewater Coordinator, Principal MIS Specialist, MIS Specialist 1, MIS Specialist 2, MIS Specialist 3, Principal GIS Specialist, GIS Specialist 1, GIS Specialist 2, GIS Specialist 3, Principal Research Scientist (Non-Supervisory), Research Scientist 1, Research Scientist 2, Research Scientist 3, Principal Public Programs Specialist (Non-Supervisory), Public Programs Specialist 1, Public Programs Specialist 2, Public Programs Specialist 3, Principal Public Programs Education Specialist (Non-Supervisory), Public Programs Education Specialist 1, Public Programs Education Specialist 2, Public Programs Education Specialist 3, Principal Procurement Specialist (Non-Supervisory), Procurement Specialist 1 (Non-Supervisory), Procurement Specialist 2, Procurement Specialist

3, Principal Business Specialist (Non-Supervisory), Business Specialist 1 (Non-Supervisory), Business Specialist 2 (Non-Supervisory), Business Specialist 3, Environmental Specialist 1, Environmental Specialist 2, Environmental Specialist 3 and Principal Office Assistant (Non-Supervisory).

Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; professional employees, craft employees, police employees, seasonal employees; and all other employees of the Pinelands Commission.

C. In the event that the Commission decides to create and/or use a new title, the Commission shall notify the Union of the creation of the position. The Union shall notify the Commission in writing if they seek to represent that new title.

ARTICLE I  
MANAGEMENT RIGHTS

A. The Commission hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the following rights:

1. The executive management and administrative control of the Commission, its properties, facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible.

2. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Commission agrees to give notice to the employees of the rules and procedures issued.

3. To make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Commission.

4. To hire, promote, transfer, assign, or retain all employees.

5. To set rates of pay for seasonal employees.

6. To suspend, demote, terminate or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Commission from contracting out any work. In the event the Commission considers or decides to contract out or privatize a job function or department for fiscal, economic or policy reasons which results in a reduction in force, the Commission agrees to give the Union thirty (30) days notice prior to the date of the

anticipated contracting date. Upon the request of the Union, the Commission will meet with the union to discuss and hear the Union's position. The Commission will also give the Union the opportunity to demonstrate that bargaining unit employees can perform the anticipated contract work more efficiently and cost effectively than a private contractor. The Commission will provide the Union with relevant cost information and any public documents concerning the bid proposal.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. To make such changes as it deems desirable and necessary for the efficient and effective operation of the offices involved.

B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Commission, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Commission of its rights, responsibilities, and authority under R.S. 40A:1-1, et seq., or any national, state, county, or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Commission on behalf of the taxpayers and that the Commission cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment in this contract.



## ARTICLE II

### NO STRIKE

A. The Union hereby agrees that, during the term of this Agreement, neither the Union nor its members will cause, authorize, or support, take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or work stoppage, walk-out, or other illegal job action against the Commission. The Union agrees that such action would constitute a material breach of the Agreement.

B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike or work stoppage or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Commission.

C. In consideration of Union commitment in this article the Commission will not lock out its employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Commission or the Union in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of a breach by Union members or the Commission.

### ARTICLE III

#### GRIEVANCE PROCEDURE

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 employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with the appropriate member of management or the Human Resources Specialist. The employee reserves the right to have a Union representative present. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application, or violation of the terms and conditions of this Agreement only. With regard to the Commission, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Commission, which shall be processed up to and including Step 2 of this Article, shall hereinafter be referred to as a "non-contractual grievance".

D. 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: The Union shall institute written action under the provisions hereof within seven (7) working days after the event giving rise that the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Program Director/Division Manager for the purpose of resolving the matter informally. The written grievance at this step will be filed with the Human Resources Specialist and shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this

Agreement violated, and the remedy requested by the grievant. The Human Resources Specialist or designee will answer the grievance in writing within ten (10) working days of receipt of the written grievance and will then supply the answer to grievant and Union.

Step Two: If the Union wishes to appeal the decision of the Program Director/Division Manager, such appeal shall be presented in writing to the Executive Director within seven (7) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Executive Director shall respond, in writing, to the grievance within twenty (20) working days of the submission.

E. Upon prior notice and authorization of the Program Director/Division Manager, the designated Union representative shall be permitted to confer with employees and the Commission on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limit specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limit prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

G. Reasonable disclosure will not be withheld involving any correspondence from either party, provided it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

Step Three: Within twenty (20) days, exclusive of designated holidays, Saturdays and Sundays the Union may appeal the decision of the Executive Director to the Public Employment

Relations Commission ("PERC") for binding arbitration. Only alleged violations of this agreement may be submitted to arbitration. The selection of an arbitrator shall be in accordance with the rules and procedures of the PERC. Simultaneous with the application to the PERC, the Union will send notice to the Employer with the arbitration petition.

a. The decision of the arbitrator shall be in writing and shall include the reasons for such decision. The decision of the arbitrator shall be binding on the Employer, the Union and the employee. The parties may direct the arbitrator to decide, as a preliminary question whether he or she has jurisdiction to hear the matter in dispute. The arbitrator shall be bound by provisions of this agreement under the constitution of the laws of the State of New Jersey and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall have no authority to add, modify, or to detract from in any way the provisions of this agreement or any amendment or supplement thereof. The cost for the services of the arbitrator shall be borne equally by the Union and the Employer. Any other expenses including, but not limited to, presentation of witnesses shall be paid by the parties incurring the same.

ARTICLE IV

SALARIES AND MERIT POOL

1. SALARY

a. Effective July 1, 2007, all employees shall receive a 3.0% increase across the board, in addition to the merit increase already acted upon, this increase is retroactive to the period July 1, 2007-June 30, 2008 from date of ratification;

b. Effective July 1, 2008, all employees shall receive a 3.0% increase across the board, in addition to the merit increase for 2008 -- this increase is retroactive from the period July 1, 2008 to the date of ratification;

c. Effective July 1, 2009, all employees shall receive a 3.5% increase across the board, in addition to the merit increase that is determined by the new formula articulated below;

d. Effective July 1, 2010, all employees shall receive a 3.5% increase across the board, in addition to the merit increase that is determined by the new formula articulated below; and

e. In order for any employees to be eligible for the retroactive increases specified above, they must be on the payroll at time of ratification.

f. Beginning July 1, 2008 the minimum and maximum salary of each salary range will be raised by the same percentage as the across the board increases.

2. MERIT POOL

a. The pool for merit increases is no less than 2.5% of the total annual salaries of eligible bargaining unit employees;

b. The annual merit pool covers all three bargaining units;

c. The merit distribution is as follows:

A rating of one (1) will not receive a merit increase;

A rating of two (2) will receive an increase of one (1) percent of the individual's salary;

A rating of three (3) will receive an increase of three (3) percent of the individual's salary;

A rating of four (4) will receive an increase of three and a half (3.5) percent of the individual's salary;

A rating of five (5) will receive an increase of four (4) percent of the individual's salary.

d. The above percentages shall be reduced proportionally, if necessary, to equal and not exceed the pool amount;

e. The pool does not include the cost of the promotional increases;

f. If an employee receives a promotion to a higher title, they will be guaranteed a wage increase of at least five (5) percent of their base salary.

## ARTICLE V

### OVERTIME

A. Overtime shall be paid for all work performed by a non-exempt employee in excess of forty (40) hours per week at the rate of one and one-half (1-1/2) times the computed hourly rate. Work performed by a non-exempt employee between thirty-five (35) and forty (40) hours per week will be paid on an hour for hour basis in pay or compensatory time as determined by the supervisor. Hours of work shall be as defined under the FLSA. The work week for employees will begin at 12:01 a.m. on Saturday and end at midnight the following Friday and shall consist of 35 working hours. Full-time employees shall not be paid overtime until said employees have worked the hours specified above. Approved holiday, administrative time, sick time and vacation time will be counted as hours worked in the calculation of overtime.

B. Overtime and compensatory work will be kept to a minimum and must be authorized in advance consistent with the rules and regulations of the Commission.

C. Non-exempt employees must use all compensatory time by the end of the calendar year in which it is earned unless the Executive Director determines that it can not be used due to work load in which case it shall be carried forward to the next calendar year and be used within 3 months.

D. Working hours of employees will be arranged to fit Commission needs. There is no guarantee of overtime hours beyond the normal work week. Employees will be required to work reasonable overtime when the necessities of the Commission demand such work. In administering the requirement to work overtime, the Commission will make an effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. Salaried employees occupying exempt positions do not qualify for compensatory time or overtime pay for work beyond their normal work week.

F. However, the Executive Director or his/her designee may at his/her discretion grant an exempt employee absent with pay leave or flexible work patterns in cases where an employee has been required to work particularly unusual hours or excessive periods of time.



ARTICLE VI  
VACATION LEAVE

A. All full time, continuing employees earn vacation leave according to the following schedule. Part time, continuing employees who are scheduled to work 20 or more hours per week can earn vacation leave on a proportionate basis. Seasonal employees and part time continuing employees who are scheduled to work less than 20 hours per week are not eligible for paid vacation leave. Vacation leave is earned based upon years of service with the Commission and is granted on the basis of a seven hour day.

<u>Years of Service</u>	<u>Number of vacation days each year</u>
Up to and including 5	12 ( 84 hours)
Over 5 through 12	15 (105 hours)
Over 12 through 20	20 (140 hours)
Over 20	25 (175 hours)

B. Vacation leave is advanced at the beginning of each calendar year or on a proportionate basis when an employee begins employment. Until employees earn that leave, it will be considered to be advanced and unearned. New employees will not vest in any earned vacation leave until after six (6) consecutive months of employment. Employees may carry over up to 30 accumulated vacation days into the next calendar year without written approval from the Executive Director.

C. Any employee on an unpaid leave of absence shall have his/her vacation leave for the year pro-rated for the duration of the unpaid leave. Employees do not earn vacation leave for any overtime or while on a leave without pay status.

D. Unless extenuating circumstances exist, employees should schedule vacations in advance to ensure their leave requests can be approved. Requests can be denied based on business obligations. Unless extenuating circumstances exist, new employees should not request vacation leave during their first six months of employment. Changes in the scheduling of

vacations will not be permitted without the prior approval of the supervisor. If advance notice is not possible, employees are expected to inform their supervisor at the earliest possible time. The supervisor may consider such an event to be an unexcused absence unless extenuating circumstances exist.

E. If, for any reason, an employee's vacation is canceled or not taken as scheduled, the vacation may be rescheduled at a time agreed upon by both the supervisor and employee.

F. An employee who is retiring or who has otherwise separated shall be entitled to the earned, unused vacation leave for the current year prorated upon the number of days worked in the calendar year in which the separation or retirement becomes effective and any unused vacation leave which may have been carried over from the preceding calendar year unless gross misconduct or no two (2) week notice is given.

G. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job.

H. If employment is ended before an employee vests in vacation leave or overuses unearned leave, the employee is required to reimburse the Commission for vacation used.

I. Vacation leave will be charged in 30 minute increments.

## ARTICLE VII

### SICK LEAVE

A. Sick leave is defined as the absence of an employee from duty because of illness, injury, disability or exposure to contagious disease including but not limited to:

1. Is quarantined by a physician because the employee has been exposed to a contagious disease;

2. Is required to schedule a medical appointment, test or a related matter during regular business hours. Employees are encouraged to avoid this whenever possible so that their leave remains available to cover an illness or injury and to schedule such appointments to minimize time out of the office;

3. Is required to attend to an ill or injured member of the immediate family (spouse, domestic partner under the law, father, mother, mother-in-law, father-in-law, grandfather, grandmother, grandchild, sister, brother, son, daughter, foster child, or other child under legal guardianship) or another relative permanently residing in the employee's home. If the use of sick leave satisfies the criteria under the Family Medical Leave Act and/or the Family Leave Act, it can be designated as Family Leave under one or both of the Acts.

B. A day, for purposes of sick leave usage, shall be equal to the normal number of hours worked by the employee. Sick leave will be charged in 30 minute increments.

C. All full-time, continuing employees shall earn ten (10) days or 70 hours of sick leave per calendar year. Part-time, continuing employees scheduled to work more than twenty (20) hours per week can earn sick leave on a proportionate basis. The Human Resources Specialist shall notify each employee at the time of hiring as to the eligibility for sick leave. Employees do not earn sick leave for any overtime or while on leave without pay status. New

employees will not vest in any earned sick leave until after six (6) consecutive months of employment.

D. Sick leave is advanced at the beginning of each calendar year or on a proportionate basis when an employee begins employment. Until employees earn that leave, it will be considered to be advanced and unearned.

E. Sick leave shall not be charged when a scheduled holiday occurs during the sick leave.

F. All sick leave earned but not used will be accumulated without limitation.

G. Employees reporting sick leave shall notify their supervisor as early as possible, but not later than one (1) hour prior to the start of the work day, or reasonable time in the case of emergency. Subsequent to this notification under this paragraph the employee reporting sick leave must notify the supervisor of:

1. the nature of the illness;
2. the telephone number where the employee may be contacted during sick leave;
3. the expected duration of sick leave, if known.

H. Sick leave will be charged in 30 minute increments.

I. Habitual absenteeism may be cause for discipline up to and including discharge.

J. A medical certification is required when a sick leave absence exceeds four (4) consecutive days. The medical certification must state when the employee is able to return to work and if there are any work limitations. The certification must be presented to the Human Resources Specialist or the Business Services Manager before the employee can report for duty. The Executive Director may waive the certification requirement due to special circumstances. During protracted periods of illness or disability of an employee, the Human Resources

Specialist may require interim reports on the condition of the patient from the attending physician and/or a Commission medical physician. Nothing contained herein shall prohibit the Executive Director or designee from requesting a medical certification when suspecting potential abuse.

K. The Executive Director reserves the right, in such cases where there is a difference of professional opinion between the Commission physician and personal physician, to require the employee to submit to an examination by a third doctor. The third doctor shall be paid for by the Commission.

L. When under medical care during sick leave, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

1. No employee shall be allowed to work who endangers the health and well-being of other employees and, if the employee's condition warrants, the employee may be directed to the Commission physician for an opinion as to fitness for duty.

2. Sick leave with pay shall not be allowed while on sick leave under the following conditions:

- a. When the employee under medical care while on sick leave fails to carry out the orders of the attending physician.

- b. When, in the opinion of the Commission medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty after exhausting the procedure in this article.

- c. When the employee does not report to the Commission physician, as directed.

M. Once an employee exhausts his/her sick leave, the employee must use vacation and/or administrative leave. Once such leave is exhausted there is no entitlement to leave without pay. Employees do not earn sick leave while on an approved leave without pay. If employment is ended before an employee vests in sick leave, the employee is required to reimburse the Commission for any sick leave used at termination. When ending employment, reimbursement is required if an employee used any unearned leave advanced in the beginning of the calendar year.

N. Other than sick leave used for bereavement purposes if an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation or Sick Leave Injury because of an injury sustained during his/her employment, the employee shall remain at his/her place of confinement during the period in which he/she is scheduled for work on the day(s) in questions, with the following exceptions:

1. To report for medical attention to a doctor's office or hospital.
2. To engage in the exercise of his/her right to vote or to attend religious services.
3. If an emergency necessitates his/her absence.

O. A supervisor may visit an employee on sick leave or Workers' Compensation/Sick Leave Injury at his/her residence or place of confinement. A supervisor may telephone the employee on sick leave or Workers' Compensation/Sick Leave Injury at his/her place of confinement during the scheduled workday(s).

P. The donated sick leave program shall be administered as currently provided in the Commission Personnel Policies and N.J.A.C. 4A:6-1.22.

Q. Failure to abide by any provisions of this Article and could lead to progressive disciplinary action.

## ARTICLE VIII

### ADMINISTRATIVE LEAVE

A. All full time, continuing employees earn administrative leave at a rate of three (3) days (21 hours) each year. Part time, continuing employees who are scheduled to work twenty (20) or more hours per week can earn administrative leave on a proportionate basis.

B. Administrative leave is advanced at the beginning of each calendar year or on a proportionate basis when an employee begins his or her employment. Until employees earn that leave, it will be considered to be advanced and unearned. New employees will not vest in any earned administrative leave until after six (6) consecutive months of employment. Unless the Executive Director grants special dispensation for new employees who have begun their employment within six months of the end of a calendar year, administrative leave must be used in the calendar year in which it's earned and may not be carried over to the next calendar year.

C. Any employee on an unpaid leave of absence shall have his/her administrative leave for the year pro-rated for the duration of the unpaid leave. Employees do not earn administrative leave for any overtime or while on a leave without pay status.

D. Whenever an employee uses administrative leave, advance approval should be obtained unless an emergency exists. In cases of emergency where advance approval is not obtained, employees are expected to inform their supervisors at the earliest possible time.

E. Administrative leave will be charged in thirty (30) minute increments.

F. Employees do not receive payment for any earned but unused administrative leave when their employment is ended.

G. If employment is ended before an employee vests in administrative leave or overuses unearned leave, the employee is required to reimburse the Commission for administrative leave used.



ARTICLE IX

BEREAVEMENT LEAVE

A. When an employee experiences a death in his or her immediate family, he or she will be permitted to two (2) working days of bereavement leave.

B. The immediate family is defined as spouse, father, domestic partner under law and civil unions, mother, sister, brother, son, and daughter.

C. Reasonable verification of the event may be required by the Commission.

ARTICLE X

INSURANCE

A. The Commission has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits is provided.

B. Health Insurance:

a. Effective upon ratification of this agreement, all employees who have health benefits shall pay 1.5% of their base salary for the medical plan.

b. Also effective upon ratification, employees shall pay 50% of the cost of their dental plan, if elected.

c. Opt-out: if the employee elects to opt out of paid medical benefits, the employee shall receive a \$1,000 annual payment payable on the anniversary date of the election to opt out.

C. Retiree Health Benefits:

Effective with this agreement new hires as of July 1, 2008 are required to work seven (7) years with the Pinelands Commission to be eligible for retiree paid health benefits when retiring from the Pinelands Commission.

ARTICLE XI

HOLIDAYS

A. The Commission's office will be closed during the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Should the New Jersey Legislature pass legislation changing Lincoln's Birthday and Washington's Birthday to one presidential holiday, such provision shall be incorporated into this agreement.

B. Any employee who is on an unpaid leave of absence shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. All full time, continuing employees will receive seven hours pay for holidays provided that they are in full pay status on the workdays immediately preceding and following the holiday.

D. All part-time, continuing employees who are scheduled to work 20 or more hours per week will receive pay for holidays on a proportionate basis.

E. Part-time and continuing employees who are scheduled to work less than 20 hours per week do not receive holiday pay.

## ARTICLE XII

### WORK-INCURRED INJURY (SICK LEAVE INJURY)

A. Employees, who are injured whether slightly or severely, while working, must make a report to the Human Resources Specialist as soon as possible.

B. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work. The certification must note any work limitations.

C. Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay until Workers' Compensation salary benefits begin. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed from the date of injury, when substantiated by the Commission physician.

D. Employees returning from an authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges, or benefits.

## ARTICLE XIII

### MILITARY LEAVE

A. Any continuing full-time or part-time employee who is a member of the National Guard, naval militia, Air National Guard, or a Reserve component of any of the armed forces of the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as authorized by law. While an employee is on military paid leave of absence they shall continue to earn sick, vacation and administrative leave.

B. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he/she shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Commission within sixty (60) days following his/her honorable or general discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable or general discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his/her recovery so long as the recovery occurs within two (2) years from the date of discharge.

## ARTICLE XIV

### JURY DUTY AND LEAVE OF ABSENCE WITHOUT PAY

#### A. Jury Duty

1. Any continuing (full-time and part-time) employee in full pay status, actively at work performing assigned duties, who loses time from his/her job because of jury duty, certified by the clerk of the court, shall be paid his/her regular daily rate of pay pursuant to N.J.S.A. 2B:20-16, subject to the following conditions:

- a. When a jury service is completed prior to 12:00 noon, the employee is required to report to work.
- b. The employee must notify his/her supervisor at least two (2) weeks prior to jury service or one (1) business day of receipt of notice of jury service if service is not provided two (2) weeks in advance.
- c. Public employees are not statutorily eligible for juror fees. Any monetary consideration for attendance received by the employee must be reimbursed to the Commission as per state law.

2. The provisions of this article do not apply when an employee voluntarily seeks jury duty service.

3. Employee must provide written verification of completion of jury duty to the Human Resources Specialist.

#### B. Leave of Absence Without Pay

For leave not covered by FMLA and/or the FLA any employee may request a leave of absence without pay, not to exceed forty-five (45) days, by submitting in writing all facts bearing on the request to his/her supervisor, (i.e. reason, estimated duration, the expected dates which the leave will begin and end) who will append his/her recommendations and

forward the request to the Human Resources Specialist and the Executive Director. The Executive Director will consider each such case based on the effects on Commission operations, and a decision in one case shall not establish a precedent in another. Any request for an extension of time shall be at the Commission's discretion. Such leave of absence shall not be part of the term of employment. Employees shall not earn vacation, administrative, or sick leave while on leave without pay status. There may also be distinct implications on insurance benefits, timing of performance evaluations, and any salary increase amount. Holidays occurring within the period of a leave of absence without pay are part of the absence. Such decisions shall be non-grievable.

ARTICLE XV

DISCRIMINATION AND COERCION

A. The Commission and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, sexual orientation, national origin, or political affiliation.

B. The Commission and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any union or to refrain from any such activity. There shall be no discrimination by the Commission or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.



## ARTICLE XVI

### PROVISIONAL STATUS

A. All employees hired during the term of this Agreement shall serve a probationary period of six (6) months from the date of hire. During this probationary period, the Commission reserves the right to terminate such employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Program Director/Division Manager with approval of the Executive Director for two extensions of forty-five (45) days each.

B. Vacation leave, sick leave and administrative leave benefits are limited during provisional status.

C. New employees will not vest in any earned sick, administrative and vacation leave until after six (6) consecutive months of employment. In the event employment is ended before an employee vests in administrative, sick or vacation leave, the employee is required to reimburse the Commission for any leave used. Unless the Executive Director grants special dispensation for new employees who have begun their employment within 6 months of the end of a calendar year, administrative leave must be used in the calendar year in which it is earned and may not be carried over to the next calendar year.

ARTICLE XVII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XVIII

### DEDUCTIONS FROM SALARY

A. The Commission agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123 Public Law of 1974, N.J.S.A. (R.S.) 52:14-015. 9e, as amended.

Dues shall be two (2) hours pay each month based on a forty (40) hour workweek or such other amount as may be certified to the Commission by the Union at least thirty (30) days prior to the month in which the deduction of Union dues is to be made.

B. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Commission's Business Services Manager.

C. In accordance with P.L. 1979, c. 477, as it relates to the agency shop provisions, the Commission shall deduct from the pay of each bargaining unit employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, a representation fee of eighty-five percent (85%) as certified to the Commission by the Union at least thirty (30) days prior to the month in which the deduction of dues is to be made, commencing as soon as possible after thirty (30) days from the beginning date of employment in a position or from the date of rehire; after completion of probationary period.

D. Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with Section 3 of P.L. 1979, c. 477, a return of any part of that fee paid by him/her which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or caused of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied

toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policies goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Commission. The Union shall indemnify, defend and save the Commission harmless against any and all claims demands, suits, or other forms of liability that shall arise out of any of the above deductions. Non-Union members shall pay 85% of basic Union dues.

E. The Union shall indemnify, defend, and save the Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards as furnished by the Union to the Commission, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

## ARTICLE XIX

### OUTSIDE EMPLOYMENT

Employees will not be permitted to engage in outside employment which conflicts with their responsibilities to the Commission and which is consistent with the requirements of the Uniform Code of Ethics; any supplemental code adopted by the Commission and approved by the State Ethics Commission; the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.; the regulations, standards, guidelines, opinions and decisions of the State Ethics Commission; and any Gubernatorial Executive Orders addressing ethics. Employees will be permitted to engage in outside employment only if it does not constitute a conflict of interest, and does not constitute the same type of work as he or she performs for the Commission when such work for the Commission involves substantial public policy issues. However, the employee recognizes that his/her primary employment responsibility is to the Commission and he/she will therefore be available following his/her normal work schedule, upon reasonable notice by the Commission, if he/she is called back to perform service on an emergency basis at hours other than during the normal work schedule. Employees will advise the Program Director/Division Manager or his/her designee of the location and times of such outside employment and shall complete an outside activity questionnaire and obtain prior approval for such outside employment from his/her supervisor(s), the Ethics Liaison Officer and the Executive Director. Such outside employment is subject to approval at the discretion of the Executive Director.

ARTICLE XX

DISCIPLINE FOR CAUSE

A. No employee shall be disciplined without just cause. Any disciplinary action asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance Procedure set forth in this Agreement.

B. Discipline shall be progressive in nature and consistent and conducted in a private place whenever appropriate. The degree of discipline administered by the Commission in a particular case must be reasonably related to: (1) the seriousness of the employee's proven offense; and (2) the record of the employee and his/her service with the Commission.

C. Unless otherwise prohibited by law or waived by the employee, copies of disciplinary actions with the corresponding specifications shall be transmitted to the Local Union President as soon as is feasible but shall not exceed seven (7) calendar days after such notice.

D. The Commission shall participate in the Employee Advisory Service.

## ARTICLE XXI

### UNION ACTIVITIES ON THE WORK SITE

A. Upon advance notification and approval the duly authorized officers and/or business representative of the Union shall be permitted on Commission premises during working hours for the purpose of adjusting complaints or resolving issues. With advance notice and approval there shall be no loss of pay for employees that spend time as a grievant, witness, union representative during grievances, disciplinary hearings, arbitration, PERC or state administered matters, labor management, or negotiation meetings.

B. The Union shall have the right to distribute information dealing with proper legitimate Union business to employees' mailboxes during non-working hours (lunch, break time, and before/after work). In addition, the Union shall be provided with a bulletin board for the purpose of posting materials relating to Union matters. No postings shall be allowed in any other location.

C. The Union shall provide a file cabinet to be placed in a location agreed upon by the parties and be allocated a reasonable space for the accumulation and use of literature and resources pertaining to Union business provided such space is available.

D. Union meetings may be held on the premises. Location of these meetings shall be dependent upon whatever space is available at the discretion of the Commission. All meetings shall not be held without prior notice and consent being given by the Commission.

E. The Union will provide each employee with a copy of the contract.

F. The Commission shall provide the Union with 4 unpaid days to be utilized by all bargaining units to attend conferences, meetings, conventions and training programs. The Union will provide three days advance notice to the Commission.

ARTICLE XXII

PERSONNEL POLICY MANUAL

It is specifically understood that the collective bargaining agreement will supersede any contradictory language in the existing personnel policies. Should the contract be silent on a particular issue, the parties will continue to follow the existing personnel policy manual.



## ARTICLE XXIII

### SENIORITY

A. Seniority is defined as continuous employment with the Commission from date of last hire, including an employee's paid leave of absence. Seniority dates are adjusted for all unpaid leaves.

B. In the instance of a layoff, the employee shall be laid off in accordance with the Commission procedure for reduction in force as adopted by the Commission in May 2008.

C. The Commission shall maintain a seniority list of all employees, copies of which shall be furnished to the Union, upon request. The Commission shall furnish to the Union copies of any changes in the seniority list.

D. Except for entry level positions in considering employees for promotion to job classification having a higher rate of pay, the Commission shall give due consideration to experience, ability, aptitude, performance, attendance, physical condition (to the extent permitted under federal and state law governing the handicapped/persons with disabilities). When all of the aforementioned items are equal, seniority shall be the deciding factor.

E. Seniority shall be considered in any requests for vacation and administrative leave.

## ARTICLE XXIV

### LABOR MANAGEMENT MEETINGS

The Commission and the Union will establish a labor/management committee composed of Union representatives and Managerial personnel to discuss issues or concerns. The meetings will be held as needed and scheduled upon a request from either the Commission or the Union. The request for a meeting will include agenda items for discussion. All labor/management meetings will be held at mutually agreeable times with no additional pay.

ARTICLE XXV

JOB VACANCIES

All vacancies that are to be filled shall be posted for 5 days on Commission bulletin boards which will be maintained in each building location.

## ARTICLE XXVI

### PROMOTION & TRANSFER

If an employee receives a promotion to a higher title they will be guaranteed a wage increase of at least five percent (5%) of their base salary.

The Commission will provide two weeks written notification of any transfer of an employee except in an emergent situation. The employee must possess the necessary qualifications to perform the duties of the position. The Commission shall consider seniority and the efficiency of the operation when conducting lateral transfers.

## ARTICLE XXVII

### HEALTH AND SAFETY

Health and safety is a concern of the Commission and the Union. The Commission and the Union mutually recognize the need for a safe and healthy work environment for all employees. The Commission agrees to comply with federal, state and local health and safety laws and regulations.

ARTICLE XXVIII

HOURS OF WORK

A. The normal work week shall consist of thirty-five (35) hours per week beginning 12:01 a.m. Saturday and ending midnight the following Friday. Employees, with the approval of their Supervisor, may work a seven hour work day beginning between 8:00 a.m. and 10:00 a.m. and ending between 4:00 p.m. and 6:00 p.m. Monday through Friday, with a one hour lunch break. Any other changes in work days shall be at the sole discretion of the Executive Director.

ARTICLE XXIX

LAYOFFS AND RECALL

A. The Commission may institute layoff action for economy, efficiency and other related reasons.

B. When it is necessary to lay off employees, the Union shall be notified at once or as far in advance as possible. The notice shall be supplied to the Union with all relevant data concerning the layoff and adopted procedures.

C. Employees shall be on a recall list for one year. If a position opens up and the employee is qualified in the sole estimation of the Commission, he or she shall be recalled.

ARTICLE XXX

ACCESS TO PERSONNEL FILES

A. Employees shall, upon request, have an opportunity to review his/her personnel file. Employees shall be given the opportunity to initial derogatory or negative file entries. Failure of the employee to sign the derogatory or negative file entry shall not prevent them from becoming part of the employee's record. The employee shall have the right to respond to any document in his/her personnel file and to be provided with a copy of same. The employee will have ten (10) calendar days to file a response to any document placed in the file.



## ARTICLE XXXI

### PERFORMANCE EVALUATIONS

A. Written evaluations shall be conducted at least once a year for employees except provisional employees. Approximately six months between annual evaluations the supervisor shall have a conference with the employee and advise the employee of his/her performance and review established objectives.

B. Each employee shall be notified of his/her performance evaluation and shall have the opportunity to review such evaluation and the supervisor shall confer with the employee regarding the evaluation. All evaluations must be signed by the employee and the employee supervisor. Failure of the employee to sign the evaluation document shall not prevent the document from becoming part of the employee's record.

C. Any disciplinary actions taken as a result, either partially or fully, of performance evaluations, are subject to appeal through the Grievance Procedure. Discipline refers to reprimands, suspensions, demotions and terminations. Performance evaluations and/or merit increases are grievable but not arbitrable. Should the employee not be satisfied with his merit increase or performance reviews he/she may discuss this matter with the Executive Director.

D. Where the performance of an employee is below expectations the supervisor(s) and Program Director/Division Manager shall confer with the employee and set forth an improvement plan during the respective evaluation period and goals required to achieve satisfactory performance.

## ARTICLE XXXII

### FULLY-BARGAINED AGREEMENT

A. The Commission and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no clearly articulated past practice shall be binding on the Commission or the Union during the term of this Agreement unless agreed to in writing between the Commission and the Union subsequent to the date of execution of this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement unless it is mutually agreed upon by the Commission and Union. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other Commission organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by

the parties to such other agreements, or notice given under the provisions thereof, shall change or modify this Agreement, or in manner affect the contractual relationship of the parties hereto.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE XXXIII

DURATION

A. This Agreement shall be in full force and effect from date of signing including June 30, 2011, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

B. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to June 30, 2011 of any subsequent contract year, advising that such party desires to revise or change the term or conditions of such Agreement.

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

CWA PROFESSIONAL UNIT

NEW JERSEY PINELANDS COMMISSION

BY: Carole L. Wade, Pres.

BY: Victor J. Walling, CWA Rep.

BY: Janis Mendenhall, SSR

Ed Ward  
Richard J. [Signature]

[Signature]  
[Signature]  
[Signature]