

Agreement

Between

Somerset County Park Commission

And

Teamsters Local Union No. 469

an affiliate of the

International Brotherhood of Teamsters

Park Rangers

February 10, 2011

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LABOR AGREEMENT

This AGREEMENT is entered into this _____ Day of _____ by and between Teamsters Local Union No. 469, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union"; and the Somerset County Park Commission, hereinafter referred to as the "Employer".

The effective date of this Agreement is: _____.

ARTICLE 1

RECOGNITION

- 1.1 The Employer recognizes Teamsters Local Union No. 469 as the sole and exclusive bargaining agency for all regularly employed non-supervisory Park Rangers employed by Somerset County Park Commission.
- 1.2 Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; professional employees, craft employees, police employees, casual employees, and all other employees employed by the Somerset County Park Commission.

ARTICLE 2

DUES CHECK OFF

- 2.1 The employer agrees that it will on the first and second payroll of each month, deduct union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of Teamsters Local Union No 469 within ten days after said deductions are made.
- 2.2 The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing said deductions.
- 2.3 The Union agrees to furnish the Employer a written statement of the dues to be deducted and any future changes in said amounts.

ARTICLE 3

AGENCY SHOP FEES

- 3.1 The Commission will respect the Union's right to make an application for "fair share" fees with the Public Employment Relations Commission ("PERC") under the applicable statute and shall comply with PERC's determination.

ARTICLE 4

PROBATION PERIOD

- 4.1 All newly hired employees shall serve a probationary period of one hundred and twenty (120) calendar days. During this probationary period the Employer reserves the right to terminate a newly hired probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration procedures of this agreement. Any other employee who has been promoted through the ranks shall serve a one hundred and twenty (120) day probationary period.

ARTICLE 5

INSPECTION PRIVILEGES

- 5.1 Upon prior notice to the Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 6

UNION BULLETIN BOARD

- 6.1 The Union may provide a bulletin board, at its expense, at all park facilities where Park Ranger Union employees report to work. The Park Commission agrees the type of board provided by the Union can be the type which can be locked and that all keys shall be in the possession of the shop steward and the Manager of Human Resources.

The Employer also agrees to share each bulletin board that is already located in a conspicuous place in each facility where employees report to work, rather than the Union providing its own bulletin board(s). Postings by the Union on bulletin boards are to be confined to official business of the Union. If anything objectionable to the Park Commission is posted, both the Union and the Park Commission will discuss the item and attempt in good faith to agree on how to handle such item. If unresolved, it will be removed.

ARTICLE 7

SHOP STEWARD

- 7.1 The Employer recognizes the right of the Union to designate a shop steward and an alternate shop steward. The authority of the shop steward will be as set forth in this agreement.
- 7.2 The shop steward and the alternate shop steward shall have no authority to take strike action or any other action interrupting the Employer's business.
- 7.3 In the event of a dispute concerning payroll, the shop steward shall receive copies of the time sheets at issue.

ARTICLE 8

HOURS OF WORK

- 8.1 The Employer agrees to schedule each employee for forty (40) hours each week during the period of Sunday through Saturday; no more than five working days in a seven-day period. Hours will be established by management in accordance with the needs of each department. Work schedules shall be developed and distributed four weeks in advance.
- 8.2 The Employer shall allow a one half (½) hour unpaid lunch period.
- 8.3 The Employer shall allow two paid fifteen-minute breaks, one during each four-hour period.
- 8.4 The Employer agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to work for an emergency outside his regularly scheduled hours of work. If an emergency occurs at the beginning or end of a workday and an employee handles the emergency he /she shall be afforded only the overtime worked after his/her shift.
- 8.5 The Employer agrees to guarantee an employee a minimum of two (2) hours work or pay in lieu thereof at the applicable premium rate whenever such employee is required to report to work on either a Saturday, Sunday or Holiday.
- 8.6 The employer agrees to pay all overtime worked in the following pay period.
- 8.7 With supervisory approval, employees will be permitted to swap shifts within the same calendar week, as long as the Park Commission does not incur additional costs as a result of the swap. The original employee who was scheduled is responsible to ensure coverage is obtained and that the replacement employee appears for duty on that shift.

ARTICLE 9

OVERTIME ASSIGNMENT

- 9.1 Overtime will be offered on a rotating basis based upon length of service with the Park Commission. A list of names prepared in order of the date of employment of all members of the bargaining unit shall be posted. Each time there is an opportunity for overtime, the list shall rotate with the intention to achieve equalization amongst qualified employees. All overtime will be offered to fulltime employees first. No overtime will be worked without prior authorization from the department manager or his/her designee. Management reserves the right to assign overtime to meet the needs of the public and/or Commission in accordance with this provision.

ARTICLE 10

COMPUTATION OF OVERTIME HOURS

- 10.1 The workweek within which overtime is computed shall commence at 12:00AM Sunday and end at 11:59PM the following Saturday.
- 10.2 Overtime hours are those worked in excess of an employee's normal 40 hour workweek.
- 10.3 Employees shall be paid time and one-half for authorized overtime that is in excess of forty (40) hours in any one week. Computation of overtime pay shall be based on an employee's regular rate of pay.
- 10.4 All paid absences count as time worked for the purposes of computing overtime.
- 10.5 Employees required to work on a holiday shall receive holiday pay and shall also be paid at the rate of time and one-half for the number of hours worked on the holiday.
- 10.6 If the Park Commission is closed due to an emergency, all Park Ranger employees called back to work will be paid at time and one-half for all hours worked over 40 hours in that workweek.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 The term "grievance" means a complaint by the Union or an Employee(s) that there has been an inequitable, improper or unjust application, interpretation or violation of this Agreement.
- 11.2 Employees have the right to have a Union representative present during discussion of any grievance with representatives of the Employer.
- 11.3 Any grievance arising between the Employer and the Union or any employee(s) represented by the Union shall be settled in the following manner, with the understanding that all time limitations established by this Article may be relaxed by mutual written agreement between the Union and the Employer on a case-by-case basis, with no precedent for future grievances.
- 11.4 Step 1 - The employee shall submit a formal written grievance to his/her immediate supervisor within five (5) working days of the occurrence of the matter complained of or within five (5) working days after he/she would have reasonably been expected to know of its occurrence. The supervisor shall meet with the employee to discuss the grievance and shall give his/her written decision to the employee within five (5) working days of receipt of the grievance.
- 11.5 Step 2 – If the grievance is not satisfactorily resolved at Step 1, the employee may submit his/her written grievance to his/her department manager within five (5) working days of the supervisor's decision. The department manager shall meet with the employee and supervisor and shall render his/her decision in writing within five (5) working days of receipt of the grievance. Copies shall be furnished to the employee and the supervisor.
- 11.6 Step 3 – If the grievance is not satisfactorily resolved at Step 2, the employee may submit his/her written grievance to the division deputy director within five (5) working days of the department manager's decision. The deputy director shall meet with the employee, supervisor, and department manager and shall render his/her decision in writing within five (5) working days of receipt of the grievance. Copies shall be furnished to the employee, supervisor, and department manager.
- 11.7 Step 4 – If the grievance is not satisfactorily resolved at Step 3, the employee may submit his/her written grievance to the Secretary-Director within five (5) working days of the decision. The Secretary-Director shall render the final decision in writing within ten (10) working days of receipt of the grievance. Copies shall be furnished to the employee, supervisor, department manager, and deputy director.

- 11.8 If no satisfactory settlement has been reached within the time limits, the matter will may be referred to an arbitrator by either party within ten (10) working days of the date of the decision of the Secretary Director. The arbitrator will be chosen through the Public Employment Relations Commission procedures. A copy of the demand for arbitration shall be sent to the Human Resources Manager of the Commission. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission. Employees as individuals have no right to refer matters to arbitration.
- 11.9 The arbitrator shall be limited to violations of the Agreement and shall not have the authority to amend or modify this Agreement or to establish new terms or conditions under this Agreement.
- 11.10 A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employee(s) involved.
- 11.11 The expense of the arbitrator selected or appointed shall be borne equally by the Employer and the Union.
- 11.12 The Local Union or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.
- 11.13 The Union will provide all information available to it to the Employer which pertains to the grievance during Steps 1 & 2.

ARTICLE 12

VACATIONS

- 12.1 Vacation entitlement shall be based on the employee's anniversary date of the employment and will be adjusted as of January 1st of each year.
- 12.2 Vacation pay shall be based on an employee's straight time pay rate.
- 12.3
- | <u>Years of Service</u> | <u>Vacation Entitlement</u> |
|------------------------------------------------------------|-----------------------------------------|
| One to five years | Eighty (80) work hours |
| More than five but less than ten years on July 1 | Ninety-six (96) work hours |
| More than ten but less than fifteen years on July 1 | One hundred twenty (120) work hours |
| More than fifteen but less than twenty years on July 1 | One hundred forty-four (144) work hours |
| More than twenty but less than twenty-five years on July 1 | One hundred sixty (160) work hours |
| More than twenty-five years on July 1 | Two hundred (200) work hours |
- 12.4 If any employee is hired before July 1 of a given year, he/she shall be eligible for a vacation during the remainder of said year. Depending upon the hourly schedule an employee works, a full-time employee shall earn up to eight (8) vacation hours at full pay for each full month of service during the remainder of the calendar year in which the employee shall not exceed eighty (80) working hours.
- 12.5 During the remainder of the calendar year in which employed, an employee may use vacation hours as earned; however, no vacation hours may be taken until an employee has completed six months of service.
- 12.6 If any employee is hired on or after July 1 of a given year, he/she shall not be eligible for a vacation during the remainder of said year. The employee also shall not earn vacation during the remainder of said year.
- 12.7 At the beginning of the following calendar year, a full-time employee shall be credited with vacation hours in accordance with the schedule in section 12.3 above. However, in no case may vacation hours be taken until an employee has completed six months of service.

- 12.8 Vacation may be scheduled throughout the calendar year with the approval of the supervisor. Preference for selection shall be awarded to employees on a first-come first-serve basis, with the exception that vacation requests will be approved based upon length of service in the Park Ranger Department for the first two weeks of January only. Management reserves the right to approve or deny vacation based on the needs of public events and/or the Commission. Management will determine blackout dates per department on an annual basis and will provide the Union a copy of the blackout schedule no later than January 31 annually.
- 12.9 Eighty (80) hours vacation from any given year may be held over to the following year at the option of the employee only.
- 12.10 The employer shall grant a vacation request in any amount of time. All vacations are final once approved.

ARTICLE 13

SAFETY

- 13.1 The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions or operate unsafe vehicles.
- 13.2 The employee upon discovering an unsafe or hazardous condition will immediately tell the immediate supervisor or designee. The immediate supervisor or designee will both determine and advise how the work can be performed safely or will stop the work.
- 13.3 In the event the employee disagrees with the decision of the immediate supervisor or designee as to the safety of the working conditions, the immediate supervisor or designee will notify the Department Manager who will make the final decision. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition.
- 13.4 The decision on whether a vehicle is in safe operating condition will be made by the Mechanic Foreman.
- 13.5 All necessary safety equipment will be supplied by the Park Commission to each Park Ranger.
- 13.6 Park Rangers shall be required to report to, assist, and cooperate with law enforcement officers at all stages in the prosecution of a complaint. In accordance with the New Jersey Rules of Court, however, "the summons shall be signed by the judicial or law enforcement officer issuing it."

- 13.7 An employee will be allowed time to respond to as volunteer fire and rescue squad personnel during working hours as follows: The emergency response should be within five miles of the volunteer responder's work location. The emergency response should only occur after a second request is needed for a rescue squad call or for a major working fire. Park Commission vehicles must not be used to respond to emergency calls. A volunteer responder must notify his/her supervisor when leaving and upon returning to the work location.

ARTICLE 14

NOTIFICATION TO THE UNION

- 14.1 The Employer will provide the names, addresses, and phone numbers of all employees to the Union.

ARTICLE 15

MANAGEMENT RIGHTS

- 15.1 The Employer shall retain all rights of management as provided by law or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

ARTICLE 16

JOB DESCRIPTIONS

- 16.1 The Employer will prepare and make available to the Union job descriptions describing the principal functions of each job covered by this agreement and any new job descriptions coming under this agreement.

ARTICLE 17

PAY DAY

- 17.1 All employees will be paid by check semi-monthly on the 15th and last day of each month. All deductions made through payroll shall be listed on the check being issued.

ARTICLE 18

SICK LEAVE

- 18.1 The employer shall provide the same sick leave to all employees, including any changes.
- 18.2 Notwithstanding the preceding paragraph, the sick leave policy attached as Appendix A is intended to govern for the duration of this Agreement only. Sick leave time is likewise intended to remain fixed for the duration of this Agreement only. Upon expiration of the term of this Agreement, Section 18.2 will be subject to negotiations between the parties. Until such time as the parties negotiate to a new agreement, the right of the Employer to amend or change the amount of sick leave set forth in Section 18.1 shall govern.

ARTICLE 19

HEALTH CARE INSURANCE PROGRAM

- 19.1 Employees will continue to receive the same health insurance benefits which are offered to all other Park Commission employees including any changes. Any changes made to the health care carrier or health care plan will be implemented so as to maintain, to the greatest extent possible, the same or equivalent coverage.
- 19.2 Employees shall continue to contribute to health insurance benefits in accordance with P.L. 2010 c.2 and the Somerset County Park Commission Health Benefits Program attached hereto as Appendix B (the "Plan"), which requires members with single coverage to contribute 1.5% of their base salary toward health benefits insurance and to continue to be responsible for co-payments in the amounts as set forth in the Plan. Reimbursement for co-payments as ordered by PERC on March 2, 2010 will terminate as of the effective date of this Agreement. Co-payments will not increase during Years 2010 and 2011.

ARTICLE 20

GROUP INSURANCE AND PENSION

- 20.1 Each employee shall be enrolled for all benefit entitlement provided within the Public Employee Retirement System. Pension benefits shall be based on regular wages. All of which shall be granted in accordance with Somerset County Park Commission policies concerning retirement. See exhibit A for a summary of benefits.

ARTICLE 21

UNIFORMS

- 21.1 A full uniform, as prescribed by the Park Ranger Manager, shall be worn at all times while on duty only. Specified parts of the uniform shall bear the Somerset County Park Commission logo or insignia. The Commission reserves the right to modify uniforms to meet the needs of the department and/or the Commission.

The Employer shall provide the following uniform items to all new Park Rangers: Four (4) long sleeved and four (4) short sleeved shirts, four (4) pairs of pants, four (4) pairs of shorts, four (4) polo shirts, two (2) turtlenecks, one (1) tie, one (1) straw campaign hat and one (1) hat protector, one (1) winter knit hat, one (1) winter coat, one (1) fleece jacket, one (1) pullover wind shirt, one (1) rain coat, one (1) traffic vest, one (1) bike helmet, one (1) belt, and one (1) equipment bag, two name plates, two flag pins, hat band, chin strap and black winter gloves.

- 21.2 OSHA approved safety shoes/boots shall be worn while on duty for staff, as indicated by Department policy. Full-time employees shall receive a maximum refund allowance of \$150, annually for the purchase of standard safety shoes/boots. These shall be subject to the specifications and approval of the Department Manager. New employees will be reimbursed only upon successful completion of the probationary period.
- 21.3 The uniform shall appear neat, properly fitted, and in good repair. Alterations, when approved by the Department Manager, shall be done at Park Commission expense. All uniform articles shall be worn as prescribed by specific department standards. Uniform items identified as safety requirements shall be worn as prescribed by specific department standards.
- 21.4 Work gloves will be provided. Uniform articles will be provided at the expense of the Park Commission.
- 21.5 Uniform items which are provided by the Somerset County Park Commission are property of same. Upon termination of employment, all uniform parts as indicated by the Department Manager shall be returned.
- 21.6 New employees shall be issued a complete uniform. All items shall be purchased through designated vendors, upon approval by the Department Manager. The Department Manager shall maintain an inventory of issued uniforms for all staff.
- 21.7 Replacement items shall be issued on an as needed basis, upon presentation of worn or damaged articles, with approval of the Department Manager. Items shall not be replaced solely due to calendar year or seasonal change, nor be subject to a department specified dollar amount. Replacement purchases may be limited by budget constraints. Uniforms shall only be worn during work hours.

ARTICLE 22

MILITARY LEAVE

- 22.1 Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided the Act.

ARTICLE 23

JURY DUTY

- 23.1 An employee who is called to Jury Duty shall immediately notify the Employer.
- 23.2 Employees are expected to report to work if they are excused and have more than two (2) hours remaining in their work schedule and/or normal working days when excused from jury duty.
- 23.3 In addition to any remuneration received from the Courts for serving as a juror, employees shall receive full pay for any time spent on jury duty. Computation of pay shall be made on the basis for the number of hours normally scheduled for the employee to work per day.
- 23.4 If jury duty falls on a normally scheduled day off, no compensation time will be given and the employee's regular work schedule will remain unchanged.

ARTICLE 24

FUNERAL LEAVE

- 24.1 The Employer agrees to grant an employee up to forty (40) hours leave with pay as funeral leave with full pay when a death occurs in the employee's immediate family.
- 24.2 The employee's immediate family is considered to include: spouse, domestic or civil union partner, father, mother, father-in-law, mother-in-law, child, son-in-law, daughter-in-law, sibling, grandparent, grandchild, or step or half relation of a similar nature.
- 24.3 The Employer may request submission of proof.

ARTICLE 25

SPECIAL LICENSES

- 25.1 The Employer shall pay the fee for the granting and renewal of the NJ fishing license and the CPR and First Aid instructor certifications, which the employee is required to have in the performance of his/her duties and the responsibilities specified in the job description.

ARTICLE 26

WORKER'S COMPENSATION CLAIMS

- 26.1 The Employer and the employee agree to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.
- 26.2 In the event that an employee is injured on the job, the Employer shall pay such employee guaranteed wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guaranteed on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive regularly hourly rate of pay for such time.
- 26.3 If an injury or illness has been determined to be work related and compensable under Worker's Compensation, a regular employee may be placed on an injury leave for up to one year from the date of the injury or illness and would continue to receive full pay during the leave.

ARTICLE 27

PROTECTION OF RIGHTS

- 27.1 An employee shall not be required to cross any picket line involving a labor dispute with a private employer.

ARTICLE 28

SEPARABILITY AND SAVING CLAUSE

- 28.1 If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 29

MAINTENANCE OF STANDARDS

- 29.1 The parties agree that the Collective Bargaining Agreement between the parties contains the entire agreement with respect to terms and conditions of employment.

ARTICLE 30

SENIORITY

- 30.1 There shall be two forms of seniority:
- A. Bargaining Unit Seniority
 - B. Classification Seniority
- 30.2 Bargaining Unit Seniority shall be defined to mean a total of all periods of permanent employment within the Park Commission.
- 30.3 Classification Seniority shall be defined to mean the total of all permanent periods of employment within a particular classification or title, based upon the specific job description applicable to the individual employee.
- 30.4 All other qualifications remaining equal, Bargaining Unit Seniority shall prevail in matters where a preference may be exercised except as otherwise provided for in this Agreement.
- 30.5 The Bargaining Unit shall consist of Park Rangers within the Park Commission.
- 30.6 Promotions: A promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

- 30.7 Notice of all permanent job vacancies shall be posted for a period of five (5) days on all bulletin boards and will include job title, classification, and a brief description of job duties and associated skills required.
- 30.8 All applications shall be made in writing to the Human Resources Manager.
- 30.9 Only those employee(s) who apply for the job during the five (5) day posting period shall be considered for the job. If no applications are received from employees who meet the qualifications during the posting period, the Employer shall advertise for, interview, and employ outside applicants.
- 30.10 An employee who is promoted to a higher position shall receive the rate of the new job classification.
- 30.11 At the beginning of the 120 days promotion period, goals and accountabilities are established for the new job title, as are standards of performance which will be used in the evaluation process. The employee will be given all necessary assistance to successfully meet the requirements of the job.
- 30.12 Demotions: Whenever the Employer reduces the number of employees within a given classification, the employee shall be laid off in inverse order of their seniority within each affected job classification within a particular department. All probationary employees shall be laid off in that order before any permanent employee.

ARTICLE 31

LAYOFF AND RECALL

- 31.1 The Employer may reduce the working force. In such event, the following procedures shall apply:
- 31.2 Employees shall be laid off in inverse order of their length of service within each affected job classification within a particular department. All probationary employees shall be laid off in that order before any regular employee.
- 31.3 Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.
- 31.4 A laid off employee shall have preference for re-employment for a period of twelve (12) months.
- 31.5 The Employer shall rehire laid off employees in the order of greatest employment seniority. The Employer shall not hire from the open market while any employee has an unexpired term of preference for reemployment and can do the work.

- 31.6 Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Once notified, an employee shall have three (3) days to send notice of his intent to return to work and ten (10) days to return to work.

ARTICLE 32

LOSS OF SENIORITY

- 32.1 An employee shall lose seniority rights only for any one of the following reasons:
- 32.1.1 Voluntary resignation
 - 32.1.2 Discharge for just cause.
 - 32.1.3 Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
 - 32.1.4 Continuous layoff beyond recall period for reemployment outlined in this Agreement

ARTICLE 33

HOLIDAYS

- 33.1 The Employer agrees to pay each employee ten (10) hours pay without working for each of the following holidays.

New Years Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

- 33.2 When an employee does not use any sick days in a calendar year, that employee will receive in addition to the above holidays, their birthday off with pay.
- 33.3 Any holiday that falls on a Saturday shall be celebrated on the preceding Friday.
- 33.4 Any holiday that falls on a Sunday shall be celebrated on the following Monday.

ARTICLE 34

PERSONAL DAYS OF ABSENCE

- 34.1 Employees will be granted twenty four (24) hours of personal leave with pay January 1 of each year. New employees will be granted personal leave time for each full four month period of expected employment, not to exceed twenty-four (24) hours provided the employee was hired on or before September 15th.
- 34.2 Employees will be permitted to utilize personal time upon notification to the immediate supervisor.
- 34.3 Employees shall not be required to state any reason in using personal days of absence entitlement.

ARTICLE 35

SALARIES

- 35.1 The Employer and the Union agree that all employees covered by this agreement will be included in the Hay System.
- 35.2 Unit employees on the Commission's payroll as of the date this agreement is ratified by the Somerset County Park Commission, who receive an annual performance evaluation rating of at least "meets expectations" or higher, shall receive the following wage increases:
- a. 2009:
 - Hay increase which an employee would have received.
 - All employees who were outside or at the top of their pay range whose performance meets expectations or higher will receive a payment of \$500 rolled into base salary.
 - b. 2010:
 - Hay increase/Zero wage increase.
 - c. 2011:
 - Hay increase with guaranteed minimum 1.5% increase.

ARTICLE 36

EDUCATION

- 36.1 The purpose of the Commission's Education Reimbursement Program is to assist employees with financial assistance for training and courses which are related to the employee's present position or to future positions within the Park Commission but which are not available within the Park Commission or County structure. A committee of peers designated by the Secretary-Director shall review requests for educational reimbursement on the basis of the following:
- A. A determination of whether the course for which educational reimbursement has been requested related to the employee's present position or potential future positions within the Commission.
 - B. A determination of whether the course for which educational reimbursement has been requested can be paid for through another funding source.
 - C. The availability of funds budgeted for educational reimbursement.

ARTICLE 37

JOINT LABOR MANAGEMENT COMMITTEE

- 37.1 The Parties agree to establish a joint Labor/Management Relations Committee which will meet to discuss non-negotiable issues involving labor/management relations. The format of the Committee will be established by the parties.

ARTICLE 38

TERMINATION

- 38.1 This Agreement shall be in force and effect from January 1, 2009 to and including December 31, 2011. The Union shall notice in writing at least sixty (60) days prior to December 31, 2011 to the other party to commence negotiations for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement as approved in the Memorandum of Agreement ratified by the Somerset County Park Commission on _____, 2011, to be effective as of January 1, 2009.

FOR THE UNION

Commission Counsel

By: _____
Michael Broderick
Teamster Local 469

By: _____

Date: _____

Date: _____

Union Committee

Park Commission

By: _____

By: _____

By: _____

By: _____

By: _____

Ex A



DIRECT ACCESS DESIGN 5 Somerset County Parks Commission

Horizon Health Plan, Inc. is now Horizon
Managed Health Plan

Benefit	In-Network	Out-of-Network
Benefit Period	Calendar year	
Deductible		
Individual	None	\$1,000
Family	None	Two deductibles per family
	Deductible is Calendar year.	
Coinsurance	100%	70%
Maximum Out of Pocket		
Individual	\$3,000	
Family	\$6,000	
Maximum Out of Pocket is Calendar year. The deductible, coinsurance and copayments apply to the Maximum Out of Pocket. Balances from non-participating providers over our allowance are not eligible towards the Maximum Out of Pocket.		
Benefit Period Maximum	Unlimited	\$5,000,000
Lifetime Maximum	Unlimited	\$5,000,000
Primary Care Physician Selection	Not Required	
Doctor's Office Visits		
Primary Care Office Visit	100% after \$20 copay A primary care physician is a general or family practitioner, internist or pediatrician	70% after deductible
Specialist Office Visit	100% after \$40 copay A referral is not required to visit a specialist.	70% after deductible
Maternity Visits	100% after \$40 copay Copay applies to 1st visit only Dependent children are ineligible for Maternity/Obstetrical Benefits.	70% after deductible
Allergy Testing and Treatment	100%	70% after deductible
Preventive Care		
Routine Adult Physicals, GYN Exams, PAP, Mammograms, Prostate Cancer Screening, Colorectal Screening, Immunizations	100%	70% (no deductible)
Well Child Exams	100%	70% (no deductible)
Well Child Immunizations and Lead Screening	100%	70% (no deductible)
Diagnostic Procedures		
Laboratory	100% in office or Labcorp 100% in Outpatient facility	70% after deductible
Outpatient X-ray/Radiology Services	100% in office 100% in Outpatient facility	70% after deductible
CT/CTA Scans, Pet Scans, MRIs/MRAs, Nuclear Medicine studies (including Nuclear Cardiology) require prior authorization. The ordering physician should request the prior authorization by calling CareCore National, LLC (CCN) at 1-866-496-6200 and providing the necessary clinical information. Once the authorization number is received, the member may call CCN at 1-866-969-1234 to schedule an appointment.		
<i>Note: Managed Care members can call 1-866-969-1234 to obtain a confirmation number for non-Advanced Imaging diagnostic procedures. Confirmation numbers from CCN replace the need for a paper referral.</i>		
Hospital Care		
Inpatient Admission (including maternity)	100% after \$500 copay	70% after deductible and \$500 copay
Room and Board	100%	70% after deductible
Pre-admission Testing	100%	70% after deductible
Surgery in Hospital	100%	70% after deductible
Inpatient Physician Services	100%	70% after deductible
Outpatient Dept. Services	100%	70% after deductible
Emergency Care	100% after \$100 facility copayment	
Emergency Room	Payment at the in-network level across-the-board applies only to true Medical Emergencies & Accidental Injuries.	
Ambulance	100%	70% after deductible



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Somerset County Parks Commission

Outpatient Surgery		
Hospital Outpatient Surgery	100% after \$300 copay	70% after deductible and \$300 copay
Surgery in an Ambulatory SurgiCenter	100% after \$300 copay	70% after deductible and \$300 copay
Services performed at a non-participating ambulatory surgery center are reimbursed at Horizon BCBSNJ's Payment Allowance and therefore may result in significant out of pocket costs.		
Mental Health Services		
Inpatient	100% after \$500 copay	70% after deductible and \$500 copay
Outpatient department	100%	70% after deductible
Office setting	100% after \$40 copay	70% after deductible
Substance Abuse Services		
Inpatient	100% after \$500 copay	70% after deductible and \$500 copay
Outpatient department	100%	70% after deductible
Office setting	100% after \$40 copay	70% after deductible
Alcohol Abuse Services		
Inpatient	100% after \$500 copay	70% after deductible and \$500 copay
Outpatient department	100%	70% after deductible
Office setting	100% after \$40 copay	70% after deductible
Inpatient and Outpatient Mental Health/Substance Abuse/Alcoholism Services must be coordinated through Magellan Behavioral Health at 1-800-626-2212.		
Other Services		
Bariatric Surgery	100%	70% after deductible
Diabetic Education	100% after office copayment	70% after deductible
Diabetic Supplies	100%	70% after deductible
Durable Medical Equipment	100%	70% after deductible
Orthotics and Prosthetics (Per NJ mandate)	100% after office copayment	70% after deductible
Home Health Care	100%	70% after deductible up to 100 visits
Hospice Care	100%	70% after deductible
Infertility (including in-vitro fertilization)	Limited to 4 egg retrievals per lifetime	
Physical Rehabilitation Facility Inpatient Services	100% after \$500 copay	70% after deductible and \$500 copay
Private Duty Nursing	Limited to 60 days per benefit period	
Short-term Therapies: Physical, Occupational, Speech, Respiratory	100%	70% after deductible
Skilled Nursing Facility/Extended Care Center	100% after office copayment	70% after deductible
Therapeutic Manipulation (Chiropractic Care)	100% after office copayment	70% after deductible
Vision - Routine Eye Exam	100% after \$40 copay	70% after deductible
Vision Hardware	\$50 in a 2 calendar year period	
Prescription Drugs	Covered under freestanding \$20/\$30/\$50 retail with \$40/\$60/\$100 mail order	



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Eligibility	Dependent children, including full-time students are covered until their 26th birthday. Handicapped dependents are covered beyond the child removal age, if the handicap occurred prior to the age of 26. Under certain conditions, coverage may be extended for qualified dependents up to age 31.
Pre-Existing Conditions	The plan includes a "pre-existing conditions" limitation. A "pre-existing condition" is an illness or injury for which medical advice, diagnosis, care or treatment was received during the six month period immediately prior to a covered person's enrollment date. If this limitation applies, no benefits will be paid for charges incurred for the covered person's pre-existing condition until 12 months after the enrollment date. But this limitation does not apply to: pregnancy; any individual or enrollee age 19 and under; genetic information, in the absence of a diagnosis of the condition related to that information; or a newborn child's birth defect. Other exceptions may also apply. Even if the limitation applies, the 12 month period may be reduced by the time during which a person was covered under certain other healthcare coverage (Creditable Coverage) that was continuously in force up to a date not more than 63 days prior to the enrollment date.
Prior Authorization	Some services/procedures require prior authorization. For a complete list, contact our customer service number at 1-800-355-BLUE (2583) or refer to our website at www.HorizonBlue.com .
24/7 Nurse Line	24/7 Nurse Line is a health information service that includes a toll free 24 hour health information line staffed

You can save money when you choose to receive care from providers that participate in the Horizon BCBSNJ networks. When you use participating hospitals or other medical facilities or doctors, you generally only pay your copayment and any applicable in-network coinsurance or deductible. Generally, if you have services performed at an out of network facility or by an out of network provider, your out of network benefits will apply. This means that you will be responsible for amounts exceeding Horizon BCBSNJ's allowable reimbursement for that particular service and this may result in significant out of pocket costs. You will be responsible to pay for this amount directly to the non-participating hospital, ambulatory surgery center or provider. By using our Horizon-BCBSNJ network providers, you keep your health care costs down.

This summary highlights the major features of your health benefit program. It is not a contract and some limitations and exclusions may apply. Payment of benefits is subject solely to the terms of the contract. Please refer to your benefit booklet for more information.

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