

**Agreement**

**Between**

**Somerset County Park Commission**

**And**

**Teamsters Local Union No. 469**

**an affiliate of the**

**International Brotherhood of Teamsters**

**Foremen and Assistant Foremen**

**January 1, 2024 through December 31, 2027**

## Table of Contents

	PAGE
Agreement	4
Article 1 – Recognition	4
Article 2 – Dues Check Off	4
Article 3 – Workplace Democracy Enhancement Act	5
Article 4 – Probation Period	5
Article 5 – Inspection Privileges	5
Article 6 – Union Bulletin Board	5
Article 7 – Shop Steward	6
Article 8 – Hours of Work	6
Article 9 – Overtime Assignment	7
Article 10 – Computation of Overtime Hours	7
Article 11 – Grievance Procedure	7
Article 12 - Vacations	9
Article 13 – Safety	9
Article 14 – Notification to the Union	9
Article 15 – Working at Different Pay Rates	10
Article 16 – Management Rights	10
Article 17 – Job Descriptions	10
Article 18 – Pay Day	10
Article 19 – Sick Leave	10
Article 20 – Health Care Insurance Program	11
Article 21 – Group Insurance & Pension	12
Article 22 – Uniforms	12

Article 23 – Military Leave	13
Article 24 – Jury Duty	13
Article 25 – Funeral Leave	14
Article 26 – Special Licenses	14
Article 27 – Suspension or Revocation of License	14
Article 28 – Worker’s Compensation Claims	15
Article 29 – Protection of Rights	15
Article 30 – Separability & Savings	15
Article 31 – Maintenance of Standards	16
Article 32 – Seniority	16
Article 33 – Layoff and Recall	17
Article 34 – Loss of Seniority	17
Article 35 – Holidays	18
Article 36 – Personal Days of Absence	18
Article 37 – Salaries	19
Article 38 – Education	19
Article 39 – Joint Labor Management Committee	19
Article 40 – Termination	19

## LABOR AGREEMENT

This AGREEMENT is entered into this <sup>2nd</sup> day of <sup>OCTOBER,</sup> 2024, 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 January 1, 2024.

### ARTICLE 1

#### RECOGNITION

- 1.1 The Employer recognizes Teamsters Local Union No. 469 as the sole and exclusive bargaining agency for all regularly employed Foreman and Assistant Foreman employed by the Somerset County Park Commission.
- 1.2 Excluded: Managerial executives, confidential employees and supervisors within the meaning of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 et seq.); professional employees, craft employees, police employees, casual employees, part-time employees, seasonal 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 each 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

#### WORKPLACE DEMOCRACY ENHANCEMENT ACT

- 3.1 The parties acknowledge the Workplace Democracy Enhancement Act (N.J.S.A. 34:13A-5.11 et seq.) and they agree to abide by same.

### ARTICLE 4

#### PROBATION PERIOD

- 4.1 All newly hired employees shall serve a probationary period of four (4) months which shall commence on the first day of employment. At the recommendation of the Department Head and upon review and approval by the Director, the probationary period may be extended for an additional period of up to three (3) months. During this probationary period and any extension thereof, 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 four (4) month 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 Foreman/Assistant Foreman 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 Administrator of Human Resources.
- 6.2 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 two (2) weeks in advance. If the employee and supervisor mutually agree to make a schedule change after the 2-week notification requirement, it must be approved in writing by both the employee and the supervisor. All time off must be taken within the same pay period. Management shall have the right to instruct staff to report directly to work locations and facilities as Management sees fit for the efficient and effective operation of Park Commission departments.
- 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 rate of one and one-half times the employee's hourly rate of pay 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.



## ARTICLE 9

### OVERTIME ASSIGNMENT

- 9.1 Overtime will be offered to the Foreman and Assistant Foreman on a rotating basis specific to their assigned park or facility. Overtime shall be specific to the park where the overtime is being offered, and if additional help is required specifically of another Foreman or Assistant Foreman, overtime to other park Foremen or Assistant Foreman shall be offered, if the other Park Foremen or Assistant Foremen possess the required skills. 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.
- 9.2 Overtime opportunities shall be communicated with details (location, times, responsibilities) to Foremen and Assistant Foremen. Once Foremen and Assistant Foremen are advised of overtime opportunities, they shall respond as to available staffing by 10:00am on the next business day.
- 9.2 Scheduled overtime is subject to change at any time at the discretion of management. Factors may include but not be limited to weather, grounds conditions, amount of anticipated play or activities, and growing conditions.

## 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 action day, all Foremen and Assistant Foremen 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 grievant shall first discuss his/her issue with his/her immediate supervisor. If the grievance is not satisfactorily resolved, 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 ten (10) working days of receipt of the grievance. Copies shall be furnished to the employee, the supervisor, and the Administrator of Human Resources.
- 11.5 Step 2 – If the grievance is not satisfactorily resolved at Step 1, the employee may submit his/her written grievance to the Director within ten (10) working days of the decision. The 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.
- 11.6 If no satisfactory settlement has been reached within the time limits, unresolved matters may be referred to an arbitrator by the Business Agent of the Teamsters or the Director of the Park Commission or his designee within ten (10) working days of the date of the decision of the 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 Administrator 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.
- 11.7 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.
- 11.8 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.
- 11.9 The expense of the arbitrator selected or appointed shall be borne equally by the Employer and the Union.



- 11.11 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.
- 11.11 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, accrual, accumulation, scheduling, etc. shall be in accordance with the Employer's Human Resources Policy 63 (Vacation, March 2022). Said policy is attached hereto as Appendix A.

## ARTICLE 13

### SAFETY

- 13.1 The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions.
- 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.

## ARTICLE 14

### NOTIFICATION TO THE UNION

- 14.1 The Employer will provide all necessary notifications required by the Workplace Democracy Enhancement Act (N.J.S.A. 34:13A-5.11 et seq.) in a timely manner.

ARTICLE 15

WORKING AT DIFFERENT RATES

- 15.1 The need may arise where an employee at a lower grade may have to temporarily assume the job assignments of the higher graded position. When this need arises the Department Manager must first obtain written approval from the Secretary-Director. The extended period must be a period of no less than 30 days. If an employee is assuming the duties for a position that is above the pay grade of his/her current position, on the 31<sup>st</sup> day, the employee shall receive the minimum salary for that pay grade or a five percent (5%) increase, whichever is higher, for the duration that s/he assumes the duties for that position.

ARTICLE 16

MANAGEMENT RIGHTS

- 16.1 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 17

JOB DESCRIPTIONS

- 17.1 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 18

PAY DAY

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

ARTICLE 19

SICK LEAVE

- 19.1 Sick leave entitlement, accrual, accumulation, etc. shall be in accordance with the Employer's Human Resources Policy 66 (Sick Leave, March 2021). Said policy is attached hereto as Appendix B. The Employer shall provide the same sick leave to all employees.



ARTICLE 20

HEALTH CARE INSURANCE PROGRAM

20.1 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.

20.2 Employee Contributions

- A. Employees shall be required to pay a portion of the Premium Rate for the plan in which they are enrolled.
- B. Employee contributions will be deducted after taxes unless an employee elects to designate their contribution as a pre-tax (Section 125) contribution.
- C. The employee contribution shall be the greater of:
  - 1. 1.5% of the employee's salary, or
  - 2. The percentage of the Premium Rate for the coverage in which the employee is enrolled as listed in the table below:

Annual Salary	Employee-Only	Employee + Spouse or Employee + Child(ren)	Family
\$1 to \$19,999	4.5%	3.5%	3.0%
\$20,000 to \$24,999	5.5%	3.5%	3.0%
\$25,000 to \$29,999	7.5%	4.5%	4.0%
\$30,000 to \$34,999	10.0%	6.0%	5.0%
\$35,000 to \$39,999	11.0%	7.0%	6.0%
\$40,000 to \$44,999	12.0%	8.0%	7.0%
\$45,000 to \$49,999	14.0%	10.0%	9.0%
\$50,000 to \$54,999	20.0%	15.0%	12.0%
\$55,000 to \$59,999	23.0%	17.0%	14.0%
\$60,000 to \$64,999	27.0%	21.0%	17.0%
\$65,000 to \$69,999	29.0%	23.0%	19.0%
\$70,000 to \$74,999	32.0%	26.0%	22.0%
\$75,000 to \$79,999	33.0%	27.0%	23.0%
\$80,000 to \$84,999	34.0%	28.0%	24.0%
\$85,000 to \$89,999	34.0%	30.0%	26.0%
\$90,000 to \$94,999	34.0%	30.0%	28.0%
\$95,000 to \$99,999	35.0%	30.0%	29.0%
\$100,000 to \$109,999	35.0%	35.0%	32.0%
\$110,000 or more	35.0%	35.0%	35.0%



## ARTICLE 21

### GROUP INSURANCE AND PENSION

- 21.1 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.

## ARTICLE 22

### UNIFORMS

- 22.1 A full uniform, as prescribed by Department Managers, 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 Employer shall provide the following uniform items to all new maintenance employees in each department as follows:

Park Maintenance: Five (5) long sleeve shirts, five (5) t-shirts, two (2) long sleeve t-shirts, five (5) pairs of pants, three (3) pairs of cargo-style shorts, one (1) crewneck sweatshirt, one (1) thermal zippered sweatshirt with hood, one (1) ballcap, one (1) winter hat, one (1) winter coat, one (1) vest, one (1) windbreaker, one (1) pair of coveralls, and one (1) set of rain gear.

North County Maintenance: (Stable, East County, Environmental Science, Roving Crew): Five (5) long sleeve shirts, five (5) t-shirts, two (2) long sleeve t-shirts, five (5) pairs of pants, three (3) pairs of cargo-style shorts, one (1) crewneck sweatshirt, one (1) thermal zippered sweatshirt with hood, one (1) ballcap, one (1) winter hat, one (1) winter coat, one (1) vest, one (1) windbreaker, one (1) pair of coveralls, and one (1) set of rain gear.

The Commission reserves the right to modify uniforms to meet the needs of the department and/or the Commission.

- 22.2 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 \$250, 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.
- 22.3 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.
- 22.4 Work gloves will be provided. Uniform articles will be provided at the expense of the Park Commission.

- 22.5 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.
- 22.6 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.
- 22.7 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 23

#### MILITARY LEAVE

- 23.1 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 and in accordance with the Employer's Human Resources Policy 71 (Military Leave, March 2021). Said policy is attached hereto as Appendix C.

### ARTICLE 24

#### JURY DUTY

- 24.1 An employee who is called to Jury Duty shall immediately notify the Employer.
- 24.2 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.
- 24.3 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.
- 24.4 If jury duty falls on a normally scheduled day off, no compensation will be given and the employee's regular work schedule will remain unchanged.



## ARTICLE 25

### FUNERAL LEAVE

- 25.1 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.
- 25.2 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. In the event of the death of other relatives or in-laws, an employee may request vacation or personal leave or leave without pay.
- 25.3 The Employer may request submission of proof.

## ARTICLE 26

### SPECIAL LICENSES AND COMMERCIAL DRIVER LICENSES

- 26.1 The Employer shall pay the fee for the grant or renewal of any special licenses, which an employee is required by law to have in the performance of the duties and responsibilities specified in the job description. However, employees possessing special licenses for which time to obtain or fees were paid for by the Park Commission shall utilize the license upon request. In all cases, employees utilizing a license not required by their job description will be compensated at the higher of their current base rate or the base rate of the job requiring such license.
- 26.2 All employees who are required as per their job descriptions to maintain or acquire a valid Commercial Driver's License (CDL) consistent with federal and state laws shall be paid for all time spent in obtaining said license as well as any and all fees associated with same. Pursuant to the CDL requirements, all employees may be subject to mandatory random drug testing, and to annual eye examinations to ensure continued qualifications for their positions. It is mutually recognized and agreed that these requirements are consistent with the requirements under federal law and are not subject to modification through negotiations between the parties. The Employer will pay for the difference in the fee between the cost for the grant or renewal of a CDL as compared with a regular driver's license. Employees who are not required as per their job descriptions to maintain or acquire a CDL but who wish to acquire a CDL may choose to obtain a CDL and be paid for all time spent and fees associated with said obtainment. Moreover, employees possessing CDL's for which time to obtain or fees were paid for by the Park Commission shall utilize the CDL upon request. In all cases, employees utilizing a license not required by their job description will be compensated at the higher of their current base rate or the base rate of the job requiring such license. New employees who obtain their initial CDL through the Somerset County Park Commission will be required to sign a "Training Agreement" outlining reimbursement costs in the event that the employee chooses to voluntarily terminate employment with the Somerset County Park Commission. In accordance with the "Training Agreement", the employee will be



required to reimburse the Commission the cost of the training incurred by the Commission as determined by the schedule shown below:

Months of Service Since Completion of Training	Reimbursement Percentage
0-6	100%
7-12	75%
13-18	50%
19-23	25%
24 or More	0%

## ARTICLE 27

### SUSPENSION OR REVOCATION OF LICENSE

- 27.1 In the event an employee shall suffer a suspension or revocation of his/her CDL license because of a succession of size and weight penalties, caused by the employee complying with his Employer's instructions to him, the Employer shall provide employment for such employee at not less than his regular earnings at the time of such suspension for the entire period thereof subject however to seniority and lay-off provisions applicable to him at the time of such suspension.

## ARTICLE 28

### WORKER'S COMPENSATION CLAIMS

- 28.1 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.
- 28.2 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.
- 28.3 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 29

### PROTECTION OF RIGHTS

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

## ARTICLE 30

### SEPARABILITY AND SAVING CLAUSE

- 30.1 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 31

### MAINTENANCE OF STANDARDS

- 31.1 The parties agree that the Collective Bargaining Agreement between the parties contains the entire agreement with respect to terms and conditions of employment. All items not addressed in this agreement shall be governed by the Park Commission Human Resources Policy and Procedure Manual.

## ARTICLE 32

### SENIORITY

- 32.1 There shall be two forms of seniority:
- A. Bargaining Unit Seniority
  - B. Classification Seniority
- 32.2 Bargaining Unit Seniority shall be defined to mean a total of all periods of permanent employment within the Park Commission.
- 32.3 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.
- 32.4 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.
- 32.5 The Bargaining Unit shall consist of Foreman and Assistant Foremen assigned to specific departments within the Park Commission.
- 32.6 Promotions: A promotion is hereby defined as a move from a lower pay grade to a higher pay grade.
- 32.7 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.
- 32.8 All applications shall be made in writing to the Human Resources Administrator.
- 32.9 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 or should qualified employees be deemed unsuitable candidates for the position after an interview, the Employer shall then be at liberty to advertise for, interview, and employ outside applicants.



- 32.10 An employee who is promoted to a higher position shall receive the rate of the new job classification.
- 32.11 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.
- 32.12 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 33

#### LAYOFF AND RECALL

- 33.1 The Employer may reduce the working force. In such event, the following procedures shall apply:
- 33.2 Employees shall be laid off in inverse order of their length of services within each affected job classification within a particular department. All probationary employees shall be laid off in that order before any regular employee.
- 33.3 Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.
- 33.4 A laid off employee shall have preference for re-employment for a period of twelve (12) months.
- 33.5 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.
- 33.6 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 34

#### LOSS OF SENIORITY

- 34.1 An employee shall lose seniority rights only for any one of the following reasons:
- 34.1.1 Voluntary resignation
- 34.1.2 Discharge for just cause.

34.1.3 Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.

34.1.4 Continuous layoff beyond recall period for reemployment outlined in this Agreement.

## ARTICLE 35

### HOLIDAYS

35.1 The Employer agrees to pay each employee eight (8) hours pay without working for each of the following holidays.

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Good Friday  
Memorial Day  
Juneteenth Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day

35.2 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.

35.3 Any holiday that falls on a Saturday shall be celebrated on the preceding Friday.

35.4 Any holiday that falls on a Sunday shall be celebrated on the following Monday.

## ARTICLE 36

### PERSONAL DAYS OF ABSENCE

36.1 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 15<sup>th</sup>.

36.2 Employees will be permitted to utilize personal time upon notification to their immediate supervisor.



36.3 Employees shall not be required to state any reason in using personal days of absence entitlement.

ARTICLE 37

During the course of this Agreement, minimum salary levels for grades and annual salary increases shall be as follows:

	2024	2025	2026	2027
<b>Grade 9A minimum</b>	<b>\$42,000</b>	<b>\$43,300</b>	<b>\$45,000</b>	<b>\$46,800</b>
<b>Grade 9A % increase alternative</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>
<b>Grade 10A minimum</b>	<b>\$47,000</b>	<b>\$49,000</b>	<b>\$51,000</b>	<b>\$53,040</b>
<b>Grade 10A % increase alternative</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>
<b>Grade 11A_ minimum</b>	<b>\$48,000</b>	<b>\$50,000</b>	<b>\$52,000</b>	<b>\$54,080</b>
<b>Grade 11A % increase alternative</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>

Further agreed regarding salary:

1. Salary increases for 2024 shall be paid retroactively to January 1, 2024, provided that the agreement is executed before December 31, 2024.
2. Retroactive pay shall only be made to employees employed by the Park Commission at the time of the execution of the agreement.
3. All increases for 2024 are in addition to the two (2%) percent increase already granted by the Park Commission in 2024.
4. The new Park Commission salary range schedule is annexed hereto and made a part hereof as **Schedule A**.

ARTICLE 38

EDUCATION

38.1 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 39

JOINT LABOR MANAGEMENT COMMITTEE

39.1 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.

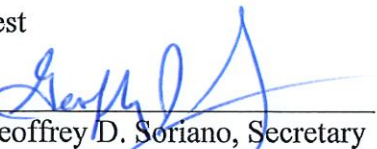
ARTICLE 40

TERMINATION

40.1 This Agreement shall be in force and effect from January 1, 2024, to and including December 31, 2027. The Union shall notice in writing at least sixty (60) days prior to December 31, 2027, 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 October 2, 2024 to be effective as of January 1, 2024.

Attest

By:   
Geoffrey D. Soriano, Secretary

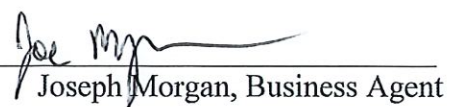
Date: 10-2-24

Park Commission

By:   
Nancy D'Andrea, President

Date: 10/2/24

For the Union

By:   
Joseph Morgan, Business Agent

Date: 10/1/24



SCHEDULE A (PAGE 1 OF 2)

2024 Year One

Grade	Old Minimum	New Min	Midpoint	Maximum	Range Spread	Range to Range % Inc
6	\$31,472	\$ 34,000	\$38,000	\$42,000	24%	
7	\$32,500	\$ 35,000	\$43,000	\$51,000	46%	2.9%
8	\$34,800	\$ 36,300	\$44,650	\$53,000	46%	3.7%
9	\$37,200	\$ 42,000	\$49,000	\$56,000	33%	15.7%
10	\$40,900	\$ 47,000	\$54,000	\$61,000	30%	11.9%
11	\$45,000	\$ 48,000	\$58,000	\$68,000	42%	2.1%

Minimums are by agreement.

Maximums based on current employment projections and are subject to change.

2025 Year Two

Grade	Old Minimum	New Min	Midpoint	Old Maximum	New Maximum	Range Spread	Range to Range % Inc
6	\$34,000	\$ 35,100	\$38,550	\$42,000	\$43,680	20%	
7	\$35,000	\$ 36,400	\$43,700	\$51,000	\$53,040	40%	3.7%
8	\$36,300	\$ 37,750	\$45,375	\$53,000	\$55,120	40%	3.7%
9	\$42,000	\$ 43,300	\$49,650	\$56,000	\$58,240	29%	14.7%
10	\$47,000	\$ 49,000	\$55,000	\$61,000	\$63,440	24%	13.2%
11	\$48,000	\$ 50,000	\$59,000	\$68,000	\$70,720	36%	2.0%

Minimums are by agreement.

Maximums based on current employment projections and are subject to change.

SCHEDULE A (PAGE 2 OF 2)

2026 Year Three

Grade	Old Minimum	New Min	Midpoint	Old Maximum	New Maximum	Range Spread	Range to Range % Inc
6	\$35,100	\$ 37,000	\$40,340	\$43,680	\$45,427	18%	
7	\$36,400	\$ 37,900	\$45,470	\$53,040	\$55,162	40%	2.4%
8	\$37,750	\$ 39,250	\$47,185	\$55,120	\$57,325	40%	3.6%
9	\$43,300	\$ 45,000	\$51,620	\$58,240	\$60,570	29%	14.6%
10	\$49,000	\$ 51,000	\$57,220	\$63,440	\$65,978	24%	13.3%
11	\$50,000	\$ 52,000	\$61,360	\$70,720	\$73,549	36%	2.0%

Minimums are by agreement.

Maximums based on current employment projections and are subject to change.

2027 Year Four

Grade	Old Minimum	New Min	Midpoint	Old Maximum	New Maximum	Range Spread	Range to Range % Inc
6	\$37,000	\$ 38,480	\$41,954	\$45,427	\$47,244	18%	
7	\$37,900	\$ 39,416	\$47,289	\$55,162	\$57,368	40%	2.4%
8	\$39,250	\$ 40,820	\$49,073	\$57,325	\$59,618	40%	3.6%
9	\$45,000	\$ 46,800	\$53,685	\$60,570	\$62,993	29%	14.6%
10	\$51,000	\$ 53,040	\$59,509	\$65,978	\$68,617	24%	13.3%
11	\$52,000	\$ 54,080	\$63,815	\$73,549	\$76,491	36%	2.0%

Minimums are by agreement.

Maximums based on current employment projections and are subject to change.