

AGREEMENT

Between

THE BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF SOMERSET

and

LOCAL No. 469, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2009
DECEMBER 31, 2011

Covering the Facilities and Services Workers

TABLE OF CONTENTS

	Page
LABOR AGREEMENT	1
Article 1 – Recognition of the Union.....	1
Article 2 – Probationary Period	1
Article 3 – Bulletin Board.....	2
Article 4 – Hours of Work and Meal Allowance.....	2
Article 5 – Overtime Assignment and Premium Pay.....	3
A. Overtime Assignment	3
B. Premium Pay.....	4
Article 6 – Grievance Procedure.....	4
Article 7 – Vacations	7
Article 8 – Safety	7
Article 9 - Management Rights.....	7
Article 10 - Rates of Pay.....	7
Article 11 – Position Descriptions	8
Article 12 - Pay Day	8
Article 13 – Sick Leave.....	8
Article 14 – Health Care Insurance Program	10
Article 15 – Group Insurance and Pension	11
Article 16 – Uniforms	11
Article 17 – Seniority.....	12
A. Definitions.....	12
B. Posting and Bidding New Jobs and Permanent Job Vacancies	12
C. Demotions.....	13
Article 18 – Layoff & Reduction in Force.....	13
Article 19 – Loss of Seniority	13
Article 20 – Holidays	14
Article 21 – Jury Duty.....	14
Article 22 – Funeral Leave	14
Article 23 - Special Licenses	15

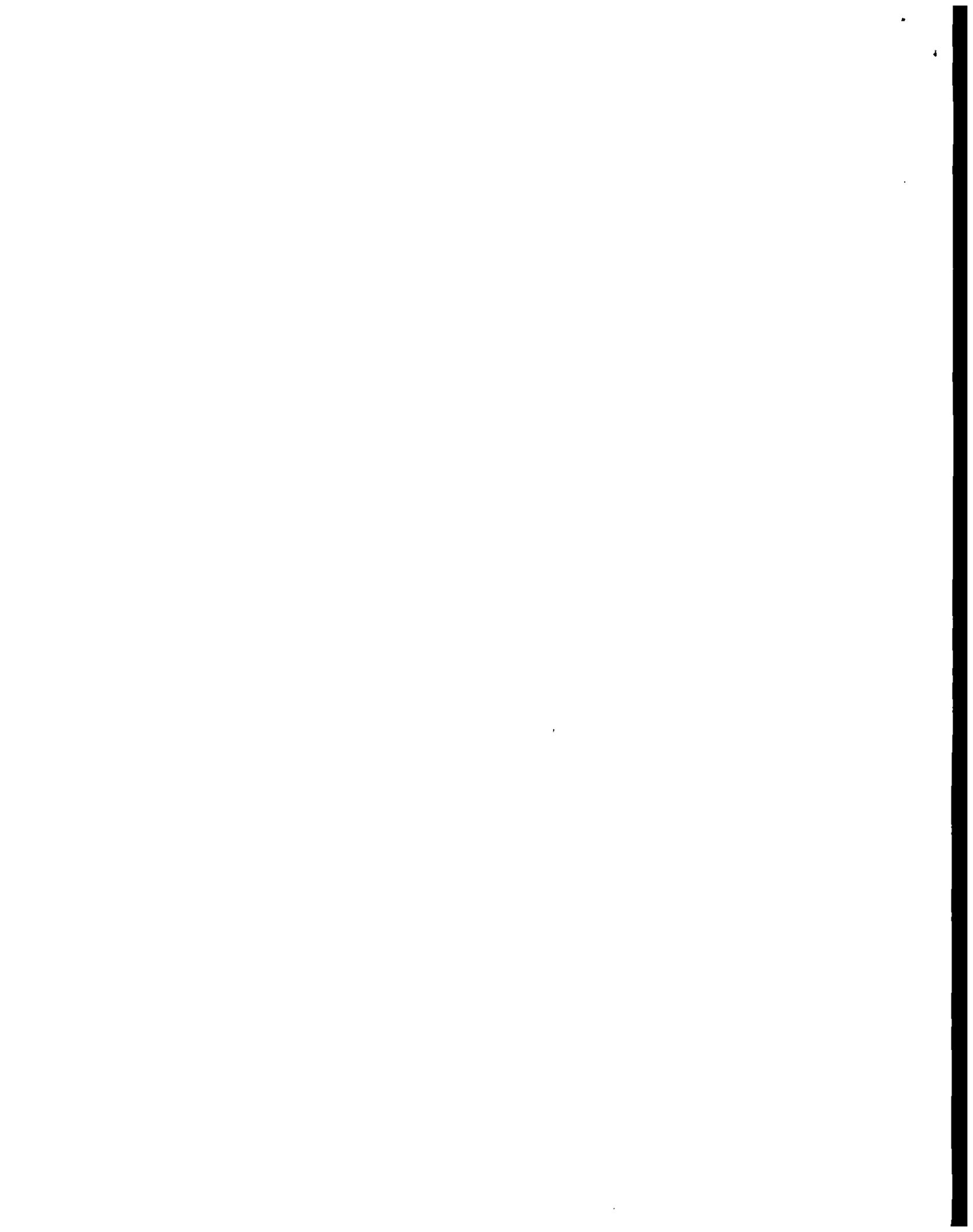
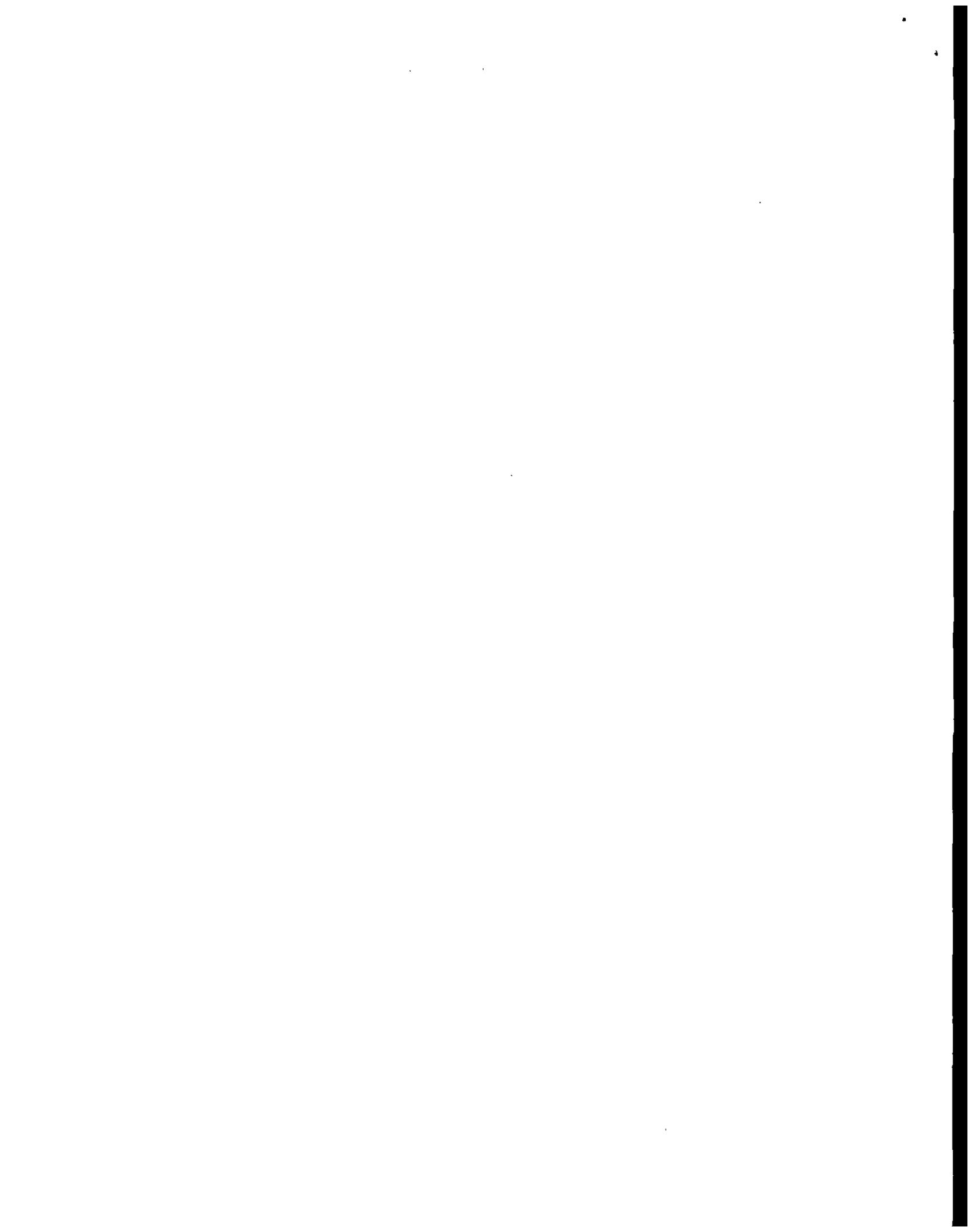


TABLE OF CONTENTS
(continued)

	Page
Article 24 – Compensation Claims	15
Article 25 – Personal Time	16
Article 26 - Non-Discrimination.....	16
Article 27 – Dues Check-Off	17
Article 28 – Shop Stewards.....	18
Article 29 – Separability and Saving Clause	19
Article 30 – Inspection Privileges.....	19
Article 31 – Fully Bargained Provisions.....	20
Article 32 – Employee’s Right to Inspect Personnel File.....	20
Article 33 – Suspension or Revocation of License.....	20
Article 34 – No Waiver.....	21
Article 35 – Military Leave.....	21
Article 36 – Employee’s Basic Rights	21
Article 37 – Changes and Modifications	21
Article 38 – Shift Differential.....	21
Article 39 – Duration of Agreement	22
Appendix A	
Appendix B	
Appendix C	
Appendix D	



LABOR AGREEMENT

This AGREEMENT is entered into this 13th day of April, 2010, by and between Teamsters Local Union No. 469, affiliated with International Brotherhood of Teamsters hereinafter referred to as the "Union"; and the Board of Chosen Freeholders of the County of Somerset, hereinafter referred to as the "Employer" or "County."

This effective date of this Agreement is January 1, 2009. The Employer and the Union agree as follows:

Article 1 **Recognition of the Union**

1.1 The County recognizes the Union as the sole and exclusive bargaining agent for all regularly employed non-probationary craft and non-craft blue collar employees employed by the County of Somerset in the Facilities and Services Division as provided for in PERC Certification of Representation, Docket No. RO-2001-72, dated May 29, 2001. Specifically excluded are managerial executives, confidential employees and supervisors within the meaning of the act, professional employees, police employees, casual employees and all other employees.

Article 2 **Probationary Period**

2.1 All newly hired employees shall serve a probationary period of ninety (90) calendar days. The County may extend the probationary period for up to an additional ninety (90) calendar days with the approval of the Union. The Union's approval of such extension shall not be unreasonably withheld. During this probationary period the County reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement.

Article 3 **Bulletin Board**

3.1 The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union. The County further agrees the type of board provided shall be the type which can be locked and all keys shall be in the possession of the Shop Steward. If anything objectionable to the County is posted, both the Union and the County will discuss the item and attempt in good faith to agree on how to handle such item. If unresolved, it will be removed.

Article 4 **Hours of Work and Meal Allowance**

4.1 The work week for the full-time bargaining unit employees shall consist of five (5) consecutive days, Monday through Friday inclusive, for eight (8) hours per day. The hours of work in existence for each classification at the time this contract is executed shall remain in force through the duration of this contract.

4.2 The County reserves the right to change the hours of work under the following conditions: The County shall give the Union at least one (1) week notice where such a change in the work hours is required for a particular project. Such notice shall identify the work or project to be undertaken and the employees who will be required to work, and shall be for a minimum period of five (5) days.

4.3 The County shall allow a one-half (1/2) hour lunch period each day which shall be unpaid.

4.4 The County agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour paid lunch period for each subsequent four (4) hours of work. In cases of emergency work (i.e., snow storms, pipe breaks) the employee will be entitled to a lunch period every four (4) hours.

4.5 The County agrees to compensate employees with a meal allowance of twelve dollars (\$12.00) for each overtime lunch period, or a hot meal.

4.6 The County shall allow a paid fifteen (15) minute break once during each four (4) hour work period.

4.7 There shall be no compensatory time off. Each employee shall be paid for overtime worked at his/her appropriate rate and as provided in the premium pay section.

4.8 Call-in: In the event an employee is called back to work after the completion of a normal work shift, the employee shall be entitled to a minimum of four (4) hours work at time and one-half (1 ½) or other premium rate as may apply.

Article 5 **Overtime Assignment and Premium Pay**

5.A Overtime Assignment

5.A-1 Overtime, in each shop, shall be offered on a rotating basis. A list of names prepared in order of date of employment and based on the classification of work of all members of the bargaining unit shall be posted. Each time there is an opportunity for overtime, the person whose name appears below the name last called shall be called first. Overtime shall be distributed equally as practical on a rotating basis among the departmental employees based on the classification of work, except that an employee shall not be removed from a job which the said employee has been performing on that day in order to provide such equitable distribution of the overtime in each department. The Union shall maintain the rotation roster on an hours-worked basis. Employees declining overtime shall have their record charged with refusing overtime and the overtime shall then be offered to the next eligible employee on the list.

Premium Pay

5.B The County agrees to pay one and one-half (1 ½) times the straight time hourly rate for:

5.B-1 For full-time employees, all hours spent in the service of the County in excess of (8) eight hours in any twenty-four (24) hour period, or in excess of forty (40) hours in any work week,

5.B-2 All hours spent in the service of the County prior to the scheduled starting time.

5.B-3 All hours spent in the service of the County on any Saturday, so long as the employee worked or was paid for the previous five (5) days.

5.B-4 All time spent in the service of the County on any Sunday.

5.B-5 All paid-for absences count as time worked in computing premium pay.

5.B-6 All hours spent in the service of the County on any holiday in addition to eight hours straight time.

5.B-7 If the County is closed due to an emergency, employees working during this time will be paid double time for their regular shift hours and time and one-half (1 ½) for all other hours worked.

5.B-8 The opportunity to earn premium pay shall be distributed equally as practical on a rotating basis among departmental employees based on the classification of work.

Article 6 **Grievance Procedure**

6.1 A grievance is defined to be any controversy, complaint, misunderstanding or dispute an employee may have with the County relative to an alleged violation of the express terms of this Agreement.

6.2 The purpose of this procedure is to secure at the lowest possible level, an equitable settlement to the problem which may arise affecting the terms and conditions of this agreement or any working conditions. The parties agree that this procedure will be kept as informal as appropriate.

6.3 Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department, and having the grievance adjusted without the intervention of the Union.

6.4 Any grievance arising between the Employer and the Union or any employee(s) represented by the Union shall be resolved in the following manner:

Step 1:

The aggrieved employee or employees must present a grievance in writing to the first line supervisor through the shop steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred. The shop steward will investigate and attempt to adjust the grievance of any employee after notification to the supervisor. The employee shall have the right to have a Union representative present during discussion of any grievance with representatives of the Employer. If a satisfactory resolution of the grievance is not reached with the first line supervisor within three (3) working days, the grievance may be appealed to Step 2 within two (2) working days thereafter.

Step 2:

If the grievance has not been resolved at Step 1, within two (2) working days thereafter, the Union Business Representative may present the grievance to the Division Head. The Division head must render his/her decision within five (5) working days thereafter. If there is no resolution of the grievance within five (5) working days, the employee or the Union may bring the grievance to Step 3 within two (2) working days thereafter.

Step 3:

If the grievance has not been satisfactorily resolved at Step 2, the grievance may be brought to Step 3 within two (2) working days of a decision or expiration of the time to make a decision from Step 2. The grievance at this step shall be brought to the Department Head (Director of Public Works or his/her designee). The Department Head shall have five (5) days thereafter to render a decision.

If no satisfactory resolution can be reached under Steps 1 through 3, the Union will refer the matter to Local 469 for review by a board of three (3) Executive Board members for determination as to whether the grievance should be referred to arbitration. The County and the Union may continue to attempt to resolve the grievance despite this referral.

Step 4:

In the event the grievance is not satisfactorily resolved at Step 3, the matter may be submitted by either party to arbitration within ten (10) days thereafter. A grievance will be deemed submitted to arbitration if timely written notice from the Union or the County of intent to arbitrate is received within ten (10) days by the Director of Human Resources or the Union Business Representative, as the case may be. An arbitrator shall be selected from a list of names requested from the New Jersey Public Employment Relations Commission. The arbitrator's opinion and award shall be final and binding. No strikes, lockouts, labor holidays, walkouts or slow downs shall take place during the pendency of the decision by the arbitrator.

6.5 The arbitrator shall have no authority to alter, amend or otherwise depart from the terms and provisions of this Agreement. The arbitrator's fee shall be borne equally by the parties, with each party bearing its own costs of arbitration.

6.6 Matters only may be submitted to arbitration by representatives of the Employer and/or the Union. Bargaining unit members, as individuals, shall have no right to submit any matter to arbitration.

6.7 If either party fails to comply with the award of the arbitrator or with the procedure of this Article, the other party has the right to take all legal action to enforce compliance.

6.8 The parties agree that neither the Union nor any employee or employees may bypass any step of this procedure, except by mutual written agreement between the Union and Employer, on a case-by-case basis, with no precedent for future grievances. All time limitations established by this Agreement may be relaxed by mutual agreement between the Employer and the Union, on a case-by-case basis, with no precedent for future grievance.

6.9 It is expressly understood that no Union employee shall be penalized for his or her required participation in the grievance process.

6.10 Only the Shop Stewards involved in the grievance and the grievant will be permitted to attend grievance hearings. The Shop Steward involved in the grievance and the grievant shall attend without loss of pay. Witnesses may attend without loss of pay but only as testimony is required.

Article 7 **Vacations**

7.1 Vacation entitlement shall be provided as per County Policy.

7.2 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.

Vacation pay shall be based on an employee's forty (40) hours straight time pay period.

<u>TOTAL EMPLOYMENT</u> <u>SENIORITY</u>	<u>VACATION</u> <u>ENTITLEMENT</u>
After completion of year in which hired but less than 5 years on July 1	Eighty (80) work hours
More than five (5) years but less than ten (10) years on July 1	Ninety-six (96) work hours
More than ten (10) years but less than fifteen (15) years on July 1	One hundred twenty (120) work hours
More than fifteen (15) years but less than twenty (20) years on July 1	One hundred forty-four (144) work hours
More than twenty (20) years but less than twenty-five (25) years on July 1	One hundred sixty (160) work hours
More than twenty-five (25) Yrs on July 1	Two Hundred (200) work hours

Article 8
Safety

8.1 The County shall not require, direct or assign any employee to work under unsafe or hazardous conditions.

8.2 The County shall not require employees to take out onto the streets or highways any vehicle that is not in safe operating condition. The decision on whether a vehicle is in safe operating condition will be made by the Supervisor of Vehicle Maintenance.

Article 9
Management Rights

9.1 The County retains all rights provided by law or pertaining to its operation, except as such rights are limited or modified by the provisions of the Agreement.

Article 10
Rates of Pay

10.1 The County and the Union agree that all employees covered by this agreement shall remain in the Hay system. Unit employees on the County's payroll as of the date this agreement is ratified by the Somerset County Board of Chosen Freeholders and who did not receive an annual performance evaluation rating of "unsatisfactory" shall receive the following wage increases:

- A. County Compensation Policy, (3.0%) three percent added to base retroactive to January 1, 2009
- B. January 1, 2010, County Hay Compensation Policy
- C. January 1, 2011, County Hay Compensation Policy with a guaranteed floor of at least one and one half percent (1 ½%)

Article 11
Position Descriptions

11.1 The County will prepare and make available to the Union Job Classification Sheets (Job Descriptions) describing the principal functions of each job classification covered by this Agreement and any new classifications coming under this Agreement.

Article 12
Pay Day

12.1 Unit employees will be paid by check semi-monthly on the 15th and last day of each month, as per County policy.

Article 13
Sick Leave

13.1 Sick entitlement shall be provided as per Division of Human Resources Policies and Procedures Manual (Appendix A), except that in year 2011, full time employees shall receive twelve (12) days.

13.2 All employees in the bargaining unit will follow the County Sick Leave Policy in its entirety except for Section 5 of the policy which will be replaced with the following:

13.3 The following will replace all of "Section 5" of the County Sick Leave Policy,

Section 5 - Payment for Accumulated Sick Leave

Section 5-A Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2011. This is referred to as the "2010 Sick Bank".

Section 5-B When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2010 Sick Bank, payable at their 2010 rate of pay. If, after computing one-third of an employee's accumulation of unused 2010

Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.

Section 5-C An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2010 Sick Bank, regardless of his/her number of years of service with the County.

Section 5-D When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2010 Sick Bank, payable at their 2010 rate of pay, regardless of the number of years of service the employee had with the County.

Article 14 **Health Care Insurance Program**

14.1 The County will continue to cover those employees in the County Health Benefits Program. Notwithstanding anything else in the agreement to the contrary, should the County change in any respect the health and dental benefits provided to other County employees and corresponding employee contributions, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.

14.2 Effective the date of final ratification of this agreement, employees will contribute a portion of their annual salaries towards the cost of health benefit coverage, including co-pays, according to the 2009 Health Policy attached as Appendix D of this agreement. It is understood that the County will not increase the percentage contribution or co-pays set forth in Appendix D for the life of this contract.

14.3 Employees hired up to and including July 31, 2009 will receive life time health medical benefits at time of retirement subject to all provisions as outlined in Division of Human Resources Policies and Procedures Manual, Health Benefits Program, section 4, paragraph b.

Article 15
Group Insurance and Pension

15.1 Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System ("PERS") pension.

Article 16
Uniforms

16.1 EMPLOYER shall provide the following:

- A. Five (5) tee shirts or sweatshirts each calendar year
- B. Five (5) blue jeans every other calendar year
- C. Five (5) work shirts every other calendar year
- D. One (1) insulated coverall every other calendar year
- E. One (1) winter jacket or lightweight jacket, alternating yearly, winter jacket every odd calendar year, lightweight jacket every even calendar year.
- F. One (1) hooded sweatshirt, either insulated or non-insulated, each calendar year.

16.2 The EMPLOYER will provide raingear and slush boots to all new employees and replace them as needed.

16.3 The EMPLOYER will reimburse employees for the purchase of one (1) pair of safety shoes (steel-toed) or winter boots up to a cost of \$100.00 (after the proper submission of a receipt) each calendar year and reimbursement for a second pair of safety shoes or winter boots upon approval of the Director or the Assistant Director on a normal wear and tear basis for up to \$100.00 (after the proper submission of a receipt).

16.4 All employees are required to wear uniforms during their working hours.

16.5 Work gloves will be provided when needed.

16.6 Any items may be replaced due to wear and tear upon the recommendation of the supervisor and the approval of the Director or Assistant Director.

Article 17 Seniority

Definitions

17.1 Classification Seniority – Seniority shall be defined to mean the total of all permanent periods of employment within a particular classification.

17.2 Promotions - A promotion is hereby defined as a move from a lower pay grade to a higher pay grade.

17.3 Posting and Bidding New Jobs and Permanent Job Vacancies

17.3A Notice of all newly created positions and permanent job vacancies shall be posted on all bulletin boards and will include job title, labor grade, a brief description of job duties and associated skills required. The posting period shall be ten (10) working days.

17.3B All bids will be made in writing to the County. Only those employees who bid for the job during the posting period shall be considered for the job. The opportunity to fill job vacancies shall be offered to the most senior qualified employee. The County agrees to the principle that all job vacancies should be filled from within the bargaining unit before filling the job with new hires. If a job vacancy cannot be filled from within the bargaining unit, the job vacancy may be offered to new hires. An employee who is promoted to a position in a higher grade shall receive the rate of pay of the new job classification in accordance with County policy for Hay system employees. All employees so promoted shall be placed on a higher rated job at no less than the minimum rate. However, in a promotional situation, the employee would have to receive at least the minimum but no more than the maximum of the new grade. All employees so promoted shall be placed on the higher rated job for a trial period of thirty (30) days. In the event the employee does not successfully pass this thirty (30) day trial period, such employee shall be given his/her former position without any loss of seniority.

17.4 Demotions- Whenever the County reduces the number of employees within a given classification, the employee demoted shall be the employee with the least classification seniority. Demotions shall be restricted to classifications within the department where the surplus exists. Employees demoted shall have recall rights to any future vacancy in the classification they formerly held. Such recall rights shall have preference to any bid on a posted vacancy. Recall rights shall be listed when the offer to return is refused.

Article 18 **Layoff & Reduction in Force**

18.1 Reduction in Force, Layoff shall be provided as per Division of Human Resources Policies and Procedures Manual (see Appendix B & C), except that a laid-off employee shall have preference for reemployment for a period of two (2) years.

Article 19 **Loss of Seniority**

- 19.1** An employee shall lose seniority rights only for any one of the following reasons:
- A. Voluntary resignation
 - B. Discharge for just cause
 - C. Failure to return to work within the prescribed period upon recall as provided in Article 18 this Agreement.
 - D. Continuous layoff beyond recall period for re-employment outlined in this Agreement.

Article 20 **Holidays**

20.1 The EMPLOYER agrees to pay each employee their daily pay without working for each of the following holidays:

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

20.2 Any holiday which falls on Saturday or Sunday shall be celebrated as determined by the Board of Chosen Freeholders.

Article 21 **Jury Duty**

21.1 An employee who is called to Jury Duty shall immediately notify the County. An employee shall not be required to report back for work in any day in which court is attended for Jury Duty Service, regardless of the employee's shift. The County agrees to pay the employee his/her daily straight time pay for each day on Jury Duty Service.

Article 22 **Funeral Leave**

22.1 The County agrees to grant an employee up to five (5) working days leave with pay a funeral leave with full pay when a death occurs in the employee's immediate family. The employee's immediate family is considered to include: Spouse, Children (including foster children), Brother, Sister, Parents, Parent-in-law, Brother-in-law, Sister-in-law, Grandchildren, Grandparents, or Step-or-Half relations of the employee or their spouse.

22.2 The County reserves the right to verify the legal relationship of the family member to the employee.

Article 23
Special Licenses

23.1 The County will pay the fee for the grant or renewal of any special licenses that a unit employee is required by law to have in the performance of the duties and responsibilities specified in the job classification.

23.2 Employees required to possess a Commercial Driver's License ("CDL") will be reimbursed only for the CDL portion of their license, but not for the cost of their basic driver's license. The employee will bear the cost of his/her own basic driver's license fee. Employees required to maintain a current, valid CDL are required to do so as a condition of continued employment, consistent with Federal Law. Pursuant to the CDL requirements, employees shall be subject to mandatory random drug and alcohol testing. 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.

23.3 Employees who have earned their Black Seal license prior to the effective date of this agreement and received a 4% increase to their annual salary, effective the date of the license, shall retain the benefit of such increase. Employees who earn their Black Seal license after the effective date of this agreement shall not receive any increase to annual salary. The County will not reduce any unit members' salary who has received the salary increase for obtaining Black Seal license.

Article 24
Compensation Claims

24.1 The County agrees 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 County shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of and in the course of employment.

24.2 An employee injured on the job and sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of the regular shift for that day. An employee injured on the job during a "call in" situation shall receive the minimum four (4) hours of overtime or premium pay as described in the Hours of Work provision. When an employee is injured on the job during scheduled overtime, the overtime pay shall cease at the time of injury.

24.3 An employee who has returned to regular duties after sustaining a compensable injury who is required by the Workers' Compensation doctor to receive additional medical treatment during regular scheduled working hours shall receive regular hourly rate of pay for such time.

Article 25 **Personal Time**

25.1 Employees will be granted twenty-four (24) hours of personal time with pay in each year.

25.2 To the greatest extent possible, Employees will give at least forty-eight (48) hours advance notice as to which days will be taken.

25.3 Employees shall not be required to state any reason in using personal time-off benefits.

Article 26 **Non-Discrimination**

26.1 Neither the County nor the Union will discriminate against or in favor of any employee on account of any characteristic protected by law. The Union agrees not to interfere with the County's efforts to reasonably accommodate the needs of any employees with disabilities as defined by law.

Article 27 **Dues Check-Off**

27.1 The County agrees that it will, on the first payroll in each month, following receipt of written authorization from the employee, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of Local Union No. 469 within fifteen (15) days after the dues are deducted. At the time of hiring, the County will inform newly hired permanent bargaining unit employees that they may join the Union at the conclusion of the probationary period. After an employee has completed probation, the County agrees, following receipt of written authorization from the employee, to deduct the initiation fee in two (2) consecutive weekly payments and to transmit the same as set for the above. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

27.2 The Union will furnish the County with a written statement of dues and initiation fees to be deducted.

27.3 The Union will provide the necessary "check-off authorization" form and deliver the signed forms to the County. The Union shall indemnify, defend and save the County harmless against any and claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon pay deduction authorization cards submitted by the Union to the County.

27.4 The Employer acknowledges that the Union has the right to apply to the Public Employment Relations Commission (PERC) for the collection of representation fees in lieu of dues from all employees covered by this Agreement who do not authorize the deduction of full Union dues.

27.5 Upon request, the County will provide the names and addresses of all unit members to the Union on forms to be provided by the Union.

27.6 DRIVE: The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the County of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a

weekly basis for all weeks worked. The phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The County shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's amount deducted from the employee's paycheck.

Article 28 **Shop Stewards**

28.1 The County agrees to allow the Union to designate a shop steward and an alternate shop steward. The authority of the shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of this Agreement;

B. The transmission of such messages and information which shall originate with and are authorized by, the local Union or its officers, provided such messages and information:

(i) have been reduced to writing; or

(ii) have not been reduced to writing, are of a routine nature, and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Employer's business.

C. All time spent by the shop steward or the alternate on such activities shall be on unpaid or non-working time, except as otherwise set out in this provision.

D. The shop steward and the alternate have no authority to take strike action or any other action interrupting the County's business, except as authorized by official action of the Union. The County recognizes these limitations upon the authority of the shop steward and the alternate and shall not hold the Union liable for any unauthorized acts. The County in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the shop steward or the alternate takes

unauthorized strike action, slow down or work stoppage, or any other action in violation of this Agreement.

E. The shop steward shall be permitted to conduct an investigation of each grievance brought pursuant to this Agreement during unpaid time and paid non-work time (contractual work breaks) only. The shop steward or the alternate shall be compensated for any time spent adjusting grievances with the County and at any hearing pursuant to the grievance procedure outlined in this Agreement, at full straight-time hourly rate.

Article 29 **Separability and Saving Clause**

29.1 If any Article or section of this Agreement or of any supplements or riders thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, section, supplement or rider 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, section, supplement or rider 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 30 **Inspection Privileges**

30.1 Authorized agents of the Union shall be permitted access to the County's establishment during working hours for the purpose of adjusting disputes or investigating working conditions; provided, however, that there is no interruption of the County's working schedule and that, to the greatest extent possible, the Union provides advance notice to the County.

Article 31
Fully Bargained Provisions

31.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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, unless herein specified. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by representatives of both parties. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Article 32
Employee's Right to Inspect Personnel File

32.1 Each employee shall have the right to inspect and review his/her own personnel file upon request to the Director of Human Resources, and upon such conditions to insure the maintenance of the integrity of the file. Each employee shall have the right to explain or object in writing to any item contained in his/her file and to place such written explanation or objection in his/her file.

Article 33
Suspension or Revocation of License

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

Article 34
No Waiver

34.1 Except as otherwise provided in this Agreement, the failure of any party to enforce any provision of this Agreement shall not be deemed a waiver thereof.

Article 35
Military Leave

35.1 Military leave entitlement shall be provided as per County policy. County policy will include all applicable rights, benefits and obligations of the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, ("USERRA) and New Jersey law.

Article 36
Employee's Basic Rights

36.1 Nothing in this Agreement shall be construed to restrict any rights that employees have pursuant to the New Jersey Constitution or the New Jersey Employer-Employee Relations Act.

Article 37
Changes and Modifications

37.1 Any changes or modifications in the terms and conditions of employment shall only be made through negotiations between the County and the Union.

Article 38
Shift Differential

38.1 Effective June 21, 2004, employees who work the 8:00 a.m. to 4:30 p.m. shift will receive an additional .25 per hour for all hours worked.

Article 39
Duration of Agreement

39.1 This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2011. All provisions shall be applied retroactively to the commencement date of this Agreement. This Agreement shall be deemed the full and final settlement of all bargainable issues between the employer and the employees. All provisions of this Agreement shall continue in full force and effect continuing from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this 13th day of April, 2010, to be effective as of January 1, 2009.

FOR THE UNION

By: [Signature]
Fred Potter
President Teamster Local 469

Date: May 18, 2010

County Counsel

By: [Signature]

Date: 6/21/10

Union Committee

By: _____

By: _____

Director of Freeholders

By: [Signature]
*attest
Kathryn [unclear]
deputy clerk*

SICK LEAVE

Policy

Section 1. General

- A. From time to time employees, their dependents, spouse, domestic partner, civil union partner or parents suffer illnesses or injuries which compel their absence from work. To encourage these employees to take proper care of themselves and their families, and to discourage coming to work with illnesses which could be complicated or which could be contagious to their fellow employees, and to meet their obligations for dependent, spousal or parental care, a system of paid sick leave hours for these short term disabilities has been established. Sick leave hours may be used only for personal illness, injury or pregnancy or for dependent, spouse, domestic partner, civil union partner or parental illness. For purposes of this policy, dependents include sons, daughters, step or half relation of a similar nature, son-in-law, daughter-in-law, or grandchild. Temporary employees shall not be entitled to sick leave days.**
- B. For the purpose of this policy, the accrual period will be considered to be the calendar year.**
- C. An employee who uses sick leave for a period of five consecutive working days or longer for themselves, dependents, spouse, domestic partner, civil union partner or parents shall be required to produce a written statement from their physician advising of the nature and extent of the illness or injury. Such an employee may also be required to produce periodic written statements from his/her physician advising of the nature, extent, and estimated duration of the illness, injury or pregnancy for themselves, dependents, spouse, domestic partner, civil union partner or parents. Since any such physician's statement is defined under HIPAA privacy regulations as protected health information (PHI), it should be forwarded to the Human Resources division where it will be placed in the employee's medical file, thereby ensuring the employee's privacy is maintained. Human Resources will review physician's statements and inform divisions if they are acceptable. An employee on sick leave for a period of five consecutive working days or longer may be, at any time, required to undergo a physical examination by a County-designated physician. The cost of any such exam shall be paid by the County. Employees shall submit a Statement of Fitness from their physician in order to return to work.**
- D. An employee using sick leave for a period of less than five working days shall not normally be required to produce a doctor's statement, unless, in the judgment of the Division Head, there is a question of authorized usage.**
- E. An employee using sick leave for a period of less than five working days and has used all earned sick leave shall be charged with Leave Without Pay.**

SICK LEAVE

- F. Pregnancy is a disability which may require the employee to be absent from the job because of incapacitation. Sick Leave shall be used to cover absences due to incapacitation caused by pregnancy, childbirth and confinement. Any additional time off after the delivery and recuperation period shall be in the form of available vacation hours or Leave of Absence Without Pay as Family and Medical Leave.
- G. Sick leave is not intended to cover routine medical appointments. Employees may use Personal Leave for such appointments.
- H. Employees who take no Sick Leave and who attain perfect attendance for a calendar year shall be granted their birthday as a day off in the following year.

Section 2. Accrual of Sick Leave Days

- A. At the beginning of each calendar year, each full-time and part-time employee shall be credited with sick leave hours in accordance to the schedule below.

WEEKLY WORK HRS.	20	21	25	28	30	35	37 ½	40
Sick Leave Hours	48	51	60	68	72	84	90	96

Section 3. Sick Leave Accrual During Remainder of First Calendar Year of Service

- A. Full-time or part-time employees shall earn sick leave up to 8 hours for each full month of service during the remainder of the calendar year in which hired in accordance to the following chart.

WEEKLY WORK HOURS	20	21	25	28	30	35	37 ½	40
Monthly Earning of Sick Leave in Remaining Calendar Year	4	7	5	7	6	7	7 ½	8

- B. For the purpose of this policy, all employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month.
- C. During the remainder of the calendar year in which employed, employees may use sick leave hours only as earned. Any additional absences shall be charged to Leave without Pay.

A

SICK LEAVE

Section 4. Accumulation of Sick Leave

- A. Effective January 1, 2008, full-time employees may accumulate unused sick leave hours from year to year.
- B. Employees may also participate in the donated leave program by donating hours each calendar year to the bank.

Section 5. Payment for Accumulated Sick Leave

- A. Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2008. This is referred to as the "2007 Sick Bank".
- B. When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay. If, after computing one-third of an employee's accumulation of unused 2007 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.
- C. An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2007 Sick Bank, regardless of his/her number of years of service with the County.
- D. When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay, regardless of the number of years of service the employee had with the County.

Procedure

Section 1. Notification of Sick Leave Use

- A. An employee must notify his/her Division Head no later than the start of their regularly scheduled work day if they or a family member are ill and find it necessary to use sick leave hours. It shall also be the responsibility of these employees to notify their Division Head daily if the illness or disability continues for longer than one day.
- B. In cases of planned disabilities such as surgery or pregnancy, it shall be the employee's responsibility to notify the Division Head of the planned absence and submit to the Benefits Specialist a doctor's certificate with a prognosis, dates of anticipated duration of the disability and an expected return to work date; and a request of the type(s) of leave to be used to cover the disability. To ensure an employee's privacy is maintained, procedures

SICK LEAVE

outlined in Section 1C of the policy will be followed.

Section 2. Physician's Statement

In an instance where an employee shall be using sick leave hours for a period of five consecutive working days or longer, the employee must notify the Division Head and submit a written statement from the physician to the Benefits Specialist for review and placement in the employee's medical file. In other instances when the physician submits statements, such statement shall also be forwarded to Human Resources for placement in the employee's medical file. To ensure an employee's privacy is maintained, procedures outlined in Section 1C of the policy will be followed. Written statements shall consist of a diagnosis and prognosis of the illness, injury or pregnancy; extent and estimated duration of same. A statement of fitness to return to work shall also be required for any employee illness of five or more consecutive working days.

Section 3. Physical Examinations

If an employee is required to undergo a physical examination by a County-designated physician, the appointment shall be arranged through Human Resources and the employee shall be notified by that office. Any such exam shall be paid by the County.

Section 4. Recording Sick Leave Use

- A. Each day all timekeepers shall record any employee using sick day leave on the County's automated timekeeping system.
- B. Each pay period all Division/Department Heads shall approve all daily sick leave timekeeping transactions as noted in Section 3A of the procedures by submitting their automated timekeeping records to Payroll.
- C. The Division of Human Resources shall maintain a computerized record of leave balances on each employee for each year via the automated timekeeping system, and shall monitor any sick leave time that the employee has taken with the timekeeper. At the end of each calendar year, the number of sick leave hours not used the previous year will appear as the "Beginning Balance" on the following year's computerized attendance record which can be seen on the timekeepers computer screen. A record of all Sick Leave used by employees shall be maintained on the County automated timekeeping system.
- D. Upon completion of the updated computerized records Human Resources shall notify the Division Heads of employees with perfect attendance of their eligibility to take their birthdays off. This time shall be counted as time worked in the calculation for overtime.

LAYOFF

Policy

Section 1. Layoff

- A. When a situation exists where there are program or budget cuts, program shifts, consolidation of functions, or lack of work, it may require a reduction in the work force. Any required reduction in the work force shall be made in such job classifications and divisions as the Board of Chosen Freeholders may designate.
- B. Once Human Resources is notified of a pending layoff by the Board, Human Resources shall notify the affected employees and attempt to transfer or reassign these employees. Employees shall be laid off in inverse order of their length of service within each affected job classification within a particular division. All temporary, probationary, and provisional employees, in that order, shall be laid off before any regular employee.
- C. The County shall not hire a new employee in a job classification until all laid-off employees in said job classification have been recalled to work. This shall not apply if an employee has been laid off for longer than six months.

Section 2. Employee Status During Layoff

For the purpose of computing a regular or provisional employee's total length of service with the County, a period of layoff of up to six months shall not be considered a break in service, and the employee shall be able to accumulate service credit during the layoff. The layoff of a temporary or probationary employee shall be considered a break in service, and the employee shall not be able to accumulate service credit during the layoff.

Section 3. Status of Benefits

A. Holidays

An employee on layoff shall receive no pay for any holidays observed by the County during the period of layoff.

B. Vacation

When an employee is laid off after having completed at least six months of service with the County, he/she shall receive payment for his/her accumulation of unused vacation days carried over from the previous calendar year. The employee shall also receive payment for 1/12 of the vacation days credited to him/her at the beginning of the year in which he/she is laid off, for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last date worked is on or after the 15th of a given month, he/she shall receive credit for said month.

LAYOFF.

C. Sick Leave

When an employee is laid off before having completed at least ten years of service, he/she shall not receive payment for any accumulation of unused sick leave days. When an employee is laid off after having completed ten years or more of service, he/she shall not receive payment for any accumulation of unused sick leave days at the time of layoff, but shall receive payment for one-third of them (as described in the Sick Leave Policy) if and only if the employee is not recalled or reemployed by the County within six months of the date of layoff and the employee's services are then terminated.

D. Personal Leave

The status of an employee's personal leave shall not be affected while the employee is on layoff; however, the employee shall not be eligible to use any while on layoff.

E. Bereavement Leave

An employee on layoff shall not be eligible for bereavement leave.

F. Health Benefits

An employee on layoff shall have his/her group health benefits coverage continued at the expense of the County for the first month following the day of layoff. Thereafter, the employee shall be notified by Human Resources to continue their benefits through COBRA (for COBRA definitions see Health Benefits, Section 8, Termination).

G. Dental Benefits

Dental coverage will cease on the first of the month one month following the day of layoff. Employees will be notified by Human Resources. (See Health Benefits, Section 9 for COBRA explanation).

H. Life Insurance

An employee on layoff shall have his/her group life insurance continued at the expense of the County for a period of 93 calendar days from the date of layoff. Thereafter, the employee may contact the Prudential Insurance Company to convert his/her life insurance to an individual policy.

I. Pension

An employee on layoff may not purchase pension credit while on layoff and may either leave his/her contributions in the system for

LAYOFF

up to two years or may withdraw them.

Section 4. Recall

In the event that work increases or as funds become available, the Board of Chosen Freeholders shall determine the number of persons in each job classification in each division that are to be recalled. Employees shall be recalled from layoff in the reverse order in which they were laid off, by job classification, within the division in which the employee was working at the time of layoff.

Section 5. Re-employment

Laid off employees shall be considered for vacancies in the following order:

- A. In order of length of service by job classification held by an employee at the time of layoff, within any division having a vacancy in said job classification.
- B. In order of length of service to a job classification for which an employee is qualified, within the division in which the employee was working at the time of layoff.
- C. In order of length of service to a job classification for which an employee is qualified, within any division having a vacancy in said job classification.

Section 6. Termination

If the County is unable to place a laid off employee into a County position, via recall or reemployment, within six months from the date of layoff, the employee's services shall be terminated. The date of termination shall be six months from the date of layoff and the termination shall be considered to be in good standing. Any monies due an eligible regular or provisional employees for sick leave or accrued shall be paid to him/her at this time.

Section 7. Employee Status Upon Recall

A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain his/her regular or provisional status and shall receive credit for both the period of service preceding the layoff as well as for the period of the layoff. A temporary or probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall receive credit for the period of service preceding the layoff but shall not receive credit for the period of the layoff.

LAYOFF.

Section 8. Status of Benefits Upon Recall

- A. A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall continue his/her probationary period and shall receive benefits due a probationary employee.

Section 9. Employee Status Upon Reemployment

An employee who is reemployed by the County within six months of the date of layoff shall be reemployed at their former status unless assigned to a different position.

Section 10. Status of Benefits Upon Reemployment

- A. A regular or provisional employee who is reemployed by the County within six months of the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff, regardless of the fact that the employee shall be subject to the probationary period. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is reemployed by the County within six months of the date of layoff shall receive benefits due a probationary employee.

Procedure

Section 1. Layoff

- A. When it is apparent that a layoff may become necessary, Human Resources shall meet with the Division Head and review the status and qualifications of those employees likely to be affected by the layoff and establish the date layoffs will occur.
- B. Human Resources shall notify the affected employees of layoff by certified mail, outlining the date upon which the employees will be laid off and reason for the action. Employees so affected will receive one month's notice.

LAYOFF

- C. Human Resources shall attempt to place the affected employees, on the basis of qualifications and length of service and performance, into other County positions, via transfers, reassignments, or promotions.
- D. Any monies due an employee for unused vacation time shall be computed and included in the employee's final paycheck.

Section 2. Recall

- A. The names of all employees who are laid off shall be kept on an active recall list for a period extending six months from the date of layoff.
- B. In the event of recall, Human Resources shall notify an affected employee by certified mail, sending the notice of recall to the employee at his/her last known address.
- C. An employee who cannot report for work on the date outlined in the notice of recall should notify Human Resources prior to that date to see if other arrangements can be made. If an employee fails to report for work on the date outlined in the notice of recall and fails to notify Human Resources as described above, he/she shall be considered to have resigned. Such resignation shall not be considered to be in good standing.

Section 3. Reemployment

- A. The names of all employees who are laid off shall be kept on an active reemployment list for a period extending six months from the date of layoff.
- B. When a vacancy becomes available, laid-off employees shall be considered by Human Resources in the order described previously in this policy. Human Resources shall review the qualifications of the laid-off employees whose names are on the reemployment list to determine if there are any who possess the necessary qualifications. Those who do shall be notified of the vacancy and asked if they are interested. If interested, appropriate interviews shall be scheduled by Human Resources.

Section 4. Termination

If, after a six-month period of layoffs, an employee has not been recalled or reemployed by the County, Human Resources shall complete the necessary forms to terminate the employee. Human Resources shall notify the affected employee of termination by certified mail, and the Treasurer's Office shall send the employee a check for any monies due him/her for sick leave or accrued vacation by certified mail.

WORKFORCE REDUCTION

Policy

Section 1. Workforce Reduction

- A. In order to respond readily to changing economic conditions, new opportunities for improvements, and increased need to enhance the quality and efficiency of its programs, some positions must be discontinued or transformed. This policy allows for the discontinuation of positions resulting from a management decision that reduction in the work force is necessary or that work functions should be eliminated or changed.
- B. Determination of positions to be discontinued will be made by management of the affected division, with a written statement of justification submitted to the Board of Chosen Freeholders for approval. When skills, abilities and performance of employees necessary to meet the current and prospective operations requirements are deemed by the management to be substantially equal, then length of service within the County will be considered among the factors in selecting positions for discontinuation.
- C. The period of notice of workforce reduction will be no less than 60 calendar days, such period beginning with the date of delivery of the written notice to the employees and ending with the employee's last day of work.
- D. The Division of Human Resources and the employee whose position is being discontinued will work together to identify current job openings within Somerset County that the employee may be qualified for.
- E. An employee who has been reduced in force and who does not obtain another job in Somerset County by the effective date of the workforce reduction may be eligible for severance pay when separated, provided they are a regular, fulltime employee and have six months or more of continuous service with the County immediately prior to the workforce reduction.

2009 HEALTH POLICY

- Coverage criteria 2009: effective January 1, 2009, all positions.

- Coverage Policy 2009: all employees falling within coverage criteria and receiving medical benefits will contribute annually:
 - For employees with salaries below \$40,000:
\$300
 - For employees with salaries above \$40,000:
1.0% of salary in excess of the first \$40,000 of annual salary, plus \$300
 - For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$40,000 of annual salary, plus \$300
 - For employees with salaries above \$100,000:
2% of salary in excess of the first \$40,000 of annual salary, plus \$300
 - Medical service co-pays are \$20.00 per visit.
 - Prescription co-pays are \$20.00 for brand name prescriptions and \$15.00 for generic prescriptions.

IMPORTANT NOTE: We will be requiring all employees to re-enroll in the County's health plan in 2009. During the re-enrollment period, each employee will be required to provide proof of eligibility for all covered family members. Further announcements will be made during the year with regards to timing and specific requirements.

appendix D