

AGREEMENT

Between

THE BOARD OF CHOSEN FREEHOLDERS
THE COUNTY OF SOMERSET

and

LOCAL No. 469, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2019
DECEMBER 31, 2021

Covering the Facilities and Services Workers

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LABOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2019 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".

The effective date of this Agreement is January 1, 2019. 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 #RO-2001-72, dated May 29, 2001. Specifically excluded are managerial executives, confidential employees and supervisor 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 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 fourteen dollars (\$14) 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. Compensatory time will be granted as per the following:
 - 4.7.1. Each member of the unit can accumulate twenty-four (24) hours of compensatory time (This equates to sixteen (16) hours of time worked, banked at the rate of one and one-half (1 ½)).
 - 4.7.2. Compensatory time shall be accumulated annually at the overtime rate and may not be carried over into the next calendar year.

- 4.7.3. An eligible and authorized employee who elects to receive compensatory time in lieu of overtime pay must advise the timekeeper at the time the overtime is worked.
- 4.7.4. Any accumulated compensatory time not scheduled prior to November 30 of each year shall be converted to a cash payment and paid in the last paycheck of the calendar year.
- 4.7.5. During the month of December, any employee working overtime shall receive a cash payment for overtime hours.
- 4.7.6. Compensatory time shall be scheduled with the prior approval of the Scheduling Supervisor or his/her designee at least three (3) days in advance.
- 4.7.7. Compensatory time shall be utilized in blocks of no less than four (4) hours.
- 4.8. The Employer agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to work outside of his/her regularly scheduled hours of work. If an emergency occurs at the beginning or end of a work day and an employee is at work and not called in and handles the emergency, then he/she shall not receive the minimum hours of pay. If the employee stays beyond the end of their scheduled end time, thereby extending their shift, then he/she shall not receive the minimum hours of pay.
- 4.9. Whenever an employee is called to work outside of his/her regularly scheduled hours of work, the following procedure will be followed:
 - 4.9.1. A rotation list will be prepared in order of date of employment and job classification.
 - 4.9.2. The rotation list will be updated on January 1 of each year
 - 4.9.3. When a call-in occurs, County Communications will call the employee whose name appears below the name last called.

- 4.9.4. If the employee on the list does not answer the call, the next employee below the last employee called will be called. This process will continue until a person is reached.
- 4.9.5. The entire call-in list will be exhausted before any employee is requested to work again, unless the nature of the assignment requires specific skills, knowledge or abilities specific to certain employees on or off the list.

Article 5

Overtime Assignment and Premium Pay

5.1. Overtime Assignment

5.1.1. 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.

5.2. Premium Pay

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

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

5.2.2. All hours spent in the service of the County prior to the scheduled starting time.

5.2.3. 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.

5.2.4. All time spent in the service of the County on any Sunday.

- 5.2.5. All paid-for absences count as time worked in computing premium pay.
- 5.2.6. All hours spent in the service of the County on any holiday in addition to eight (8) hours straight time.
- 5.2.7. When a Freeholder Action Day occurs, the employee who reports to work will receive eight (8) hours regular pay plus time and one-half (1 ½) for all hours worked. Note: Article 4.1.1. of the contract states that all employees of this unit are essential. Any employee that does not report to work will be required to use their leave time.
- 5.2.8. 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 cost of arbitration.
- 6.6. Matters may only 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 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.

TOTAL EMPLOYMENT	VACATION
-----SENIORITY-----	-----ENTITLEMENT-----
After completion of year in which hired but less than five (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) yrs 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 Employer hereby retains and reserves unto itself, except as limited by the Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and the United States, including but without limiting the generality of the following rights:
 - A. The executive, management and administrative control of the County, its properties and facilities, and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
 - B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.
 - C. Management's rights to make reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and the Union.

D. To hire all employees, whether permanent, temporary or seasonal, and to promote, transfer, assign or retain employees.

E. To set rates of pay for temporary or seasonal employees.

F. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law and/or County policy.

G. Nothing contained herein shall prohibit the employer from contracting out any work.

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

- 9.2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this CNA and hereof in conformance with the Constitutions and law of New Jersey and the United States.
- 9.3. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under any national, state, county or local laws or regulations.
- 9.4. An employee charged or convicted with an offense that violates the public trust can be suspended without pay immediately at management's discretion. If the employee is found to have not committed any breach of the public trust, any lost pay will be restored. If the employee is found to be guilty, discipline will be administered, up to and including termination.

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. January 1, 2019: All employees will receive a two percent (2%) increase with adjustments as detailed in Appendix E.
 - B. January 1, 2020: One and one-half percent (1 ½%) or the County compensation policy, whichever is higher.
 - C. January 1, 2021: One and one-half percent (1 ½%) or the County compensation policy, whichever is higher.
- 10.2. Employees in the position of Electrician who become a qualified journeyman electrician while employed with Somerset County, and who provide proof of qualification to the Supervisor of Facilities and Services shall receive a one-time bonus of \$250, effective the date proof is submitted. This will only be paid upon the initial issue of the license, and not upon renewal.

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. All employees will be paid semi-monthly on the 15th and last day of each month. The County reserves the right to switch to a biweekly pay schedule in the future and will provide employees with notice prior to making any change.

Article 13

Sick Leave

- 13.1. Sick entitlement shall be provided as per Division of Human Resources Policies and Procedures Manual (Appendix A).
- 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:

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 Premium

- 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 all 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 upon ratification, employees will follow the 2017 Health Policy attached as Appendix D of this agreement. It is understood that any increases applied to the County will also be applied to employees of this unit.
- 14.3. Employees hired up to and including July 31, 2009 will receive lifetime health medical benefits at the 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:
- 16.1.1. As of January 1, 2017, the Employer shall provide the following:
 - 16.1.2. Six (6) tee-shirts or sweatshirts each calendar year
 - 16.1.3. All employees will receive five (5) pairs of pants every calendar year.
 - 16.1.4. Three (3) work shirts every calendar year.
 - 16.1.5. One (1) insulated coverall every other calendar year.
 - 16.1.6. One (1) winter jacket or lightweight jacket, alternating yearly, winter jacket every odd calendar year, lightweight jacket every even calendar year.
 - 16.1.7. 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 for the purchase of safety shoes (steel-toed) and/or winter boots up to a cost of \$250 each calendar year. (All submissions require a proper receipt identifying the purchase and the original box and SKU). The Employer shall reimburse employees for a second pair of shoes/boots on a normal wear and tear basis, provided the cost of such reimbursement does not exceed the total \$250 annual allotment for shoes/boots. There shall be no carry-over to the next year of

any funds for shoes/boots remaining on December 31 of each contract year.

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

16.5. Work gloves will be provided when needed.

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.

17.2.1. 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 the thirty (30) day trial period, such

employee shall be given his/her former position without any loss of seniority.

- 17.3. 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.
- 17.4. In the event a qualified employee is temporarily moved to a higher titled supervisory position and performs the duties of that title, the employee shall receive twenty-four dollars (\$24.00) for the day. In the event the employee is temporarily moved to a higher titled supervisor position and performs the duties of that title for a half a day, the employee will receive twelve dollars (\$12.00) for the half-day.

Article 18

Layoff and 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:
- 19.1.1. Voluntary resignation
 - 19.1.2. Discharge for just cause

- 19.1.3. Failure to return to work within the prescribed period upon recall as provided in Article 18 of this Agreement.
- 19.1.4. 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 |
| Washington's Birthday | Election Day |
| Good Friday | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Friday After Thanksgiving |
| 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.
- 20.3. Any work performed on Christmas Day and Thanksgiving Day shall be paid at double the hourly rate plus holiday pay.

Article 21

Jury Duty

- 21.1 An employee who is called to Jury Duty shall immediately notify the County. Employees summoned for Jury Duty within Somerset County shall be required to report back to work if excused from attendance prior to 12:00 p.m. Employees summoned for Jury Duty outside of Somerset County shall be required to report back to work if excused from attendance prior to 12:00 p.m. unless it is impossible or unreasonable to do so. The County agrees to pay the employee his/her 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 as funeral leave with full pay when a death occurs in the employee's immediate family.
- 22.2. Immediate family shall be limited to: father, mother, father-in-law, mother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, great grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, or a step or half relation of a similar nature. In the event of the death of other relatives or in-laws, an employee may request a vacation day(s), personal day(s) or a leave without pay. Temporary employees shall not be eligible for bereavement leave.
- 22.3. The Employer may request submission of proof.

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 a Black Seal license.
- 23.4. At the discretion of the County, up to a maximum of two (2) employees holding a herbicide applicator license shall receive a yearly stipend of \$500, paid as a bonus in December of the applicable year.

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 Worker's Compensation doctor to receive additional medical treatment during regular scheduled working hours shall receive the 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 twenty-four (24) hours advance notice as to which days will be taken, except in cases of emergency.
- 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 forth 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 all 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 County 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:
- 28.1.1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
- 28.1.2. 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:
- 28.1.2.1. Have been reduced to writing; or

- 28.1.2.2. 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 County's business.
- 28.1.3. 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.
- 28.1.4. 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.
- 28.1.5. 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 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 Savings 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 and 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 layoff 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, 2019 to and including December 31, 2021. 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 (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement as approved by the Somerset County Board of Chosen Freeholders on _____, 2019 to be effective as of January 1, 2019.

FOR THE UNION

By: _____

Michael Smith
Vice President Teamster Local 469

Date: 9.23.19

Union Committee

By: _____

Date: _____

By: _____

Date: _____

County Counsel

By: _____

Date: 10/9/19

Freeholder Director

By: _____

Date: 10/8/2019

attest

Kathryn Quick

Kathryn Quick
Somerset County Deputy Clerk
Board of Chosen Freeholders

2017 HEALTH BENEFITS POLICY

Healthcare Contribution Policy:

Employees receiving medical and/or dental benefits shall continue to contribute to health insurance benefits in accordance with P.L. 2010 c.2 and P.L. 2011 c.78. Employees must pay the greater of one and a half percent (1.5%) of base salary, the formula cited under Chapter 78 or the employee's rate of contribution under the applicable formula sited below.

- For employees with salaries below \$40,000:
\$300 annually
- For employees with salaries above \$40,000:
1.0% of salary in excess of the first \$40,000 of annual salary, plus \$300 annually
- For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$40,000 of annual salary, plus \$300 annually
- For employees with salaries above \$100,000:
2% of salary in excess of the first \$40,000 of annual salary, plus \$300 annually
- Medical service co-pays:
\$20.00 per visit
- Pharmacy co-pays:
\$35.00 for brand name prescriptions
\$15.00 for generic prescriptions
- ER co-pay visits that do not result in admission will increase to \$100.00.



Individual Salary Adjustments

Effective January 1, 2019

- Samuel McCall - \$250
- William Donahue II - \$250
- Brian Varela - \$250
- Paul Healy - \$170
- Joseph Wise - \$250
- Freddie Foster Jr. - \$628

Appendix E

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