

AGREEMENT

Between

THE BOARD OF CHOSEN FREEHOLDERS

THE COUNTY OF SOMERSET

and

LOCAL UNION NO. 3487, Affiliated with the
AMERICAN FEDERATION OF STATE, COUNTY and
MUNICIPAL EMPLOYEES ("AFSCME"), AFL-CIO

2017-2020

Covering Roads and Bridges employees

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article 1 Recognition of the Union	2
Article 2 Supervisors	2
Article 3 Dues Check-Off	3
Article 4 Probationary Period	3
Article 5 Inspection Privileges	4
Article 6 Union Bulletin Board	4
Article 7 Shop Steward	5
Article 8 Hours of Work and Meal Allowance	6
Article 9 Overtime Assignment	8
Article 10 Premium Pay	9
Article 11 Grievance Procedure	10
Article 12 Vacations	12
Article 13 Safety	14
Article 14 Notification of the Union	15
Article 15 Working at Different Rates	15
Article 16 Management Rights	16
Article 17 Job Classification Sheets	18
Article 18 Pay Day	18
Article 19 Sick Leave	18
Article 20 Health Care Insurance Program	20
Article 21 Group Insurance and Pension	20
Article 22 Uniforms	21
Article 23 Military	22
Article 24 Jury Duty	22
Article 25 Funeral Leave	23
Article 26 Special Licenses	24
Article 27 Suspension or Revocation of License	26
Article 28 Compensation Claims	27
Article 29 Protection of Rights	28
Article 30 Separability and Saving Clause	28

Article 31	Maintenance of Standards	28
Article 32	Seniority	29
Article 33	Layoff and Recall	31
Article 34	Loss of Seniority	32
Article 35	Holidays	32
Article 36	Personal Days of Absence	33
Article 37	Salaries	34
Article 38	Union Time	36
Article 39	Discipline	36
Article 40	Termination	37
Appendix A	Healthcare Contribution Policy	
Appendix B	Extended Workday Call In Procedure	

LABOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2019 by and between LOCAL UNION NO. 3487, Affiliated with the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES ("AFSCME"), AFL-CIO, hereinafter referred to as the "Union"; and the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, hereinafter referred to as the "Employer".

The effective date of this Agreement is January 1, 2017. The Employer and the Union agree as follows:

ARTICLE 1

RECOGNITION OF THE UNION

- 1.1. The Employer recognizes Local 3487, affiliated with AFSCME New Jersey, Council 63, as the sole and exclusive bargaining agency for certain full time blue collar employees including DPW Floaters employed by the County of Somerset in the Roads and Bridges Department as provided for in the PERC Certification of Representation Docket #RO-88-27, issued December 1, 1987 and modified by #RO-90-109. Excluded are managerial executives, clerical employees, confidential employees, craft employees, mechanics, parts person, gas attendants, professional employees, police, and supervisors as defined in the Act, assistant foreperson, bridge foreperson, road foreperson, road and bridge supervisors, assistant supervisors and administrative supervisors.

ARTICLE 2

SUPERVISORS

- 2.1. Supervisors will not perform bargaining unit work so as to deny employees overtime pay or the opportunity of promotion.

ARTICLE 3

DUES CHECK-OFF

- 3.1. The Employer agrees that it will, on the first payroll in each month, deduct the UNION dues from the pay of each employee and transmit same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 3487 within ten (10) days after the dues are deducted.
- 3.2. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.
- 3.3. The Union will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

ARTICLE 4

PROBATIONARY PERIOD

- 4.1. All newly hired employees shall serve a probationary period of ninety (90) calendar days. The Employer has the option to extend the probationary period by an additional ninety (90) days. During this probationary period, the Employer 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 5

INSPECTION PRIVILEGES

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

ARTICLE 6

UNION BULLETIN BOARD

- 6.1. The 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 Employer agrees that the bulletin board in the South County facility will be locked with both the Union and the Employer having keys. If anything objectionable to the Employer is posted, both the Union and the Employer will discuss the item and attempt in good faith to agree on how to handle such item. If unresolved, it will be removed.

ARTICLE 7
SHOP STEWARD

- 7.1. The Employer recognizes the right of the Union to designate shop stewards.
- 7.2. The authority of the shop steward will be as set forth in this Agreement.
- 7.3. Shop stewards have no authority to take strike action or any other action interrupting the Employer's business.
- 7.4. The Employer recognizes these limitations upon the authority of shop stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event any steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.
- 7.5. On a reasonable request, the shop steward may at appropriate times inspect time sheets once they are processed by payroll.

ARTICLE 8

HOURS OF WORK AND MEAL ALLOWANCE

- 8.1. The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive.
- 8.2. The Employer reserves the right to change the hours of work under the following conditions: The Employer shall give the affected employee and the Union three (3) days' notice. 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 one (1) day. Excepted from this provision are Public Works Floaters, who can have their hours of work changed up to the end of their current work day.
- 8.3. The Employer shall allow a one-half (1/2) hour unpaid lunch period each day.
- 8.4. The Employer 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 lunch period for each subsequent four (4) hours of work. In cases of emergency work (i.e., snow storms) the employee will be entitled to a lunch period every four (4) hours.
- 8.5. The Employer agrees to compensate employees with a meal allowance of fourteen dollars (\$14) for each overtime lunch period.
- 8.6. The Employer shall allow a paid fifteen (15) minute break once during each four (4) hour work period.
- 8.7. 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, not called in, and handles the emergency, then he/she shall not receive the minimum hours of pay.
- 8.8. The Employer agrees to guarantee the employee a minimum of four (4) hours of work or pay in lieu thereof at the applicable premium rate of pay

whenever such employee is required to report to work on either a Saturday, Sunday or a holiday.

8.9. Compensatory time will be granted as per the following:

8.9.1. 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)) per year.

8.9.2. Compensatory time shall be accumulated annually at the overtime rate and may not be carried over into the next calendar year.

8.9.3. 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.

8.9.4. 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.

8.9.5. During the month of December, any employee working overtime shall receive a cash payment for overtime hours.

8.9.6. Compensatory time shall be scheduled with the prior approval of the Scheduling Supervisor or his/her designee at least three (3) days in advance.

8.9.7. The usage of compensatory time will be denied if the usage will generate more unit overtime.

8.9.8. Compensatory time shall be utilized in blocks of no less than four (4) hours.

ARTICLE 9

OVERTIME ASSIGNMENT

- 9.1. Overtime shall be offered on a rotating basis. An up-to-date list of all bargaining unit members alternating evenly between Equipment Operators and Laborers shall be posted in each barn. Each time there is an opportunity for overtime, a call will be made to the person whose name appears below the last called. The exception to this shall be an extended work day, as defined in Appendix B.

If an overtime assignment requires the skills of an Equipment Operator and the next Equipment Operator on the list rejects the opportunity, management may call the subsequent Equipment Operator on the list. The next person in the rotation shall be the name after the last person called prior to the skip. If no Equipment Operators are available to work overtime, management reserves the right to pay out-of-title pay to fill this assignment.

- 9.2. An employee who is accidentally skipped on the overtime rotation list and who misses the overtime opportunity shall receive four (4) hours of overtime pay.

ARTICLE 10
PREMIUM PAY

- 10.1. The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1 ½) times the straight time hourly rate shall be paid for:

- 10.1.1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
 - 10.1.2. All hours spent in the service of the Employer prior to the scheduled starting time.
 - 10.1.3 All hours spent in the service of the Employer on any Saturday so long as the employee worked or was paid for the previous five (5) days.
 - 10.1.4. All time spent in the service of the Employer on any Sunday.
 - 10.1.5. All hours spent in the service of the Employer on any holiday in addition to eight (8) hours straight time.
- 10.2. All paid for absences count as time worked in computing premium pay.
- 10.3. Opportunity to earn premium pay shall be rotated pursuant to Article 9 with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.
- 10.4. Double time shall be paid for all work on the following holidays: Thanksgiving Day, Christmas Day and New Years Day.
- 10.5. When a Freeholder Action Day occurs, employees who report to work shall receive their regular eight (8) hours regular pay for the day and one and one-half (1 ½) their normal rate of pay for all hours worked.

ARTICLE 11
GRIEVANCE PROCEDURE

- 11.1. A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute in regards to the interpretation or application of this collective bargaining agreement.
- 11.2. Employees have the right to have a Union representative present during discussion of any grievance with representatives of the Employer.
- 11.3. Any grievance arising between the Employer and the Union or any employee(s) represented by the Union shall be settled in the following manner:

Step 1: The aggrieved employee or employees must present the grievance in writing to the foreman through the shop steward within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in the case of a violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the foreman within six (6) working days, the grievance may be appealed to Step 2. Such appeal must be made within ten (10) working days.

Step 2: At Step 2, the grievance shall be presented in writing to the Division Head. The foreman's decision shall then be reviewed by the Division Head who shall respond in writing within ten (10) working days. If a satisfactory settlement is not reached in that time, the Division Head's decision may be appealed to the Director of Public Works or Designee as Step 3.

Step 3: At Step 3, the grievance shall be presented in writing to the Director of Public Works or Designee. The Director or Designee shall call a meeting no later than ten (10) working days from the receipt of the grievance to review the evidence with the grievant, a representative of

AFSCME, the Local Union President and the shop steward. The written decision on the grievance must be made within ten (10) working days of the meeting.

Step 4: If no satisfactory settlement has been reached within the time limit, the matter shall be referred to an arbitrator within ten (10) working days of the date the decision of the Director of Public Works or Designee was due or received. The arbitrator will be chosen through the Public Employment Relations Commission procedure. A copy of the demand for arbitration shall be sent to the Human Resources Director of Somerset County. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

- 11.4. The Arbitrator shall be limited to violations of the Agreement and shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.
- 11.5. A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employee involved.
- 11.6. The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.
- 11.7. The Local Union, or its authorized representative, shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.
- 11.8. The Union will provide all information available to it to the Employer which pertains to the grievance during Steps 1 and 2.

ARTICLE 12

VACATIONS

- 12.1. Vacation entitlement shall be based on the employee's anniversary date of employment and will be adjusted as of January 1st of each year.
- 12.2. Vacation pay shall be based on an employee's forty (40) hours straight time pay period.

TOTAL EMPLOYMENT -----SENIORITY-----	VACATION -----ENTITLEMENT-----
One (1) to five (5) years	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) years on July 1	Two hundred (200) work hours

- 12.3. If an employee is hired before July 1 of a given year, he/she shall be eligible for a vacation during the remainder of said year. Depending upon the hourly schedule an employee works, a full-time employee shall earn up to eight (8) vacation hours at full pay for each full month of service during the remainder of the calendar year, which vacation hours shall not exceed eighty (80) working hours.
- 12.4. During the remainder of the calendar year in which employed, an employee may use vacation hours only as earned; however, no vacation

- hours may be taken until an employee has completed six (6) months of service.
- 12.5. If an employee is hired on or after July 1 of a given year, he/she shall not be eligible for a vacation during the remainder of said year. The employee also shall not earn vacation during the remainder of said year.
 - 12.6. At the beginning of the following calendar year, a full-time employee shall be credited with vacation hours in accordance with the schedule above, however, in no case may vacation hours be taken until an employee has completed six (6) months of service.
 - 12.7. Vacation may be scheduled throughout the calendar year with the approval of the supervisor. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.
 - 12.8. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional eight (8) hours vacation with pay.
 - 12.9. Eighty (80) hours vacation from any given year may be held over to the following year at the option of the employee only.
 - 12.10. In the event a death occurs in an employee's immediate family or the employee becomes hospitalized during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request. The Employer may request proof substantiating death or hospitalization.
 - 12.11. The Employer shall grant vacation in four (4) hour units up to a maximum of forty (40) hours upon three (3) days notice to the Employer.

ARTICLE 13

SAFETY

- 13.1. The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions.
- 13.2. The employee, upon discovering an unsafe or hazardous condition, will immediately tell the Assistant Foreperson or delegate. The Assistant Foreperson or delegate will either determine and advise how the work can be performed safely or will stop the work.
- 13.3. In the event the employee disagrees with the decision of the Assistant Foreperson or delegate as to the safety of the working conditions, the Assistant Foreperson or delegate will notify the Supervisor of Roads and Bridges who will make the final decision.
- 13.4. The Employer shall not require employees to take out on 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 Roads and Bridges.

ARTICLE 14

NOTIFICATION OF THE UNION

- 14.1. The Employer will provide the names and other information on all employees to the Union on forms to be provided by the Union.

ARTICLE 15

WORKING AT DIFFERENT RATES

- 15.1. An employee assigned to a classification of Equipment Operator or Equipment Operator/Mosquito will be paid an additional twelve dollars (\$12.00) for the day worked. If assigned for one-half (1/2) day, the employee shall receive six dollars (\$6.00) for the half-day worked. An employee assigned to a classification of Assistant Foreperson will be paid an additional twenty-four dollars (\$24.00) for the day worked. If assigned for a partial day, the employee shall receive three dollars (\$3.00) per hour for the hours worked.

ARTICLE 16
MANAGEMENT RIGHTS

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

- 16.1.1. The executive management and administrative control of the County, its properties, 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.
- 16.1.2. 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.
- 16.1.3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and the Association.
- 16.1.4. To hire all employees, whether permanent, temporary or seasonal; and to promote, transfer, assign or retain employees.
- 16.1.5. To set rates of pay for temporary or seasonal employees.
- 16.1.6. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.
- 16.1.7. Nothing contained herein shall prohibit the employer from contracting out any work.

- 16.1.8. To lay off employees in the event of lack of funds or other conditions where continuation of such work would be inefficient and nonproductive.
- 16.1.9. Management rights shall be subject to the provisions of the collective negotiations agreement as determined to be mandatorily negotiable by law.
- 16.2. In 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 hereof in conformance with the Constitutions and laws of New Jersey and of the United States.
- 16.3. 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.

ARTICLE 17
JOB CLASSIFICATION SHEETS

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

ARTICLE 18
PAY DAY

- 18.1. All employees will be paid semi-monthly on the 15th and last day of each month. Employer reserves the right to enforce the mandatory use of direct deposit and will provide the Union with advance notification if such a change is made.

ARTICLE 19
SICK LEAVE

- 19.1. All employees in the bargaining unit shall be credited on January 1 of each year with ninety-six (96) hours of sick leave and 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, 2009. This is referred to as the "2008 Sick Bank."

Section 5-B. When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more service with the County, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave hours in their 2008 Sick Bank, payable at their 2008 rate of pay. If, after computing one-third (1/3) of an employee's accumulation of unused 2008 Sick Bank hours, there is

less than one-half (1/2) 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 2008 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 (1/2) of his/her accumulation of unused sick leave hours in their 2008 Sick Bank, payable at their 2008 rate of pay, regardless of the number of years of service the employee had with the County.

ARTICLE 20

HEALTH CARE INSURANCE PROGRAM

- 20.1. 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 and co-payments, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.
- 20.2. All employee contributions are subject to statutory governance under P.L. 2011, Chapter 78, with a minimum 1.5% premium contribution pursuant to P.L. 2010, Chapter 2 or County policy, whichever is higher.
- 20.3. Employees hired after January 1, 2012 will not receive lifetime health benefits at the time of retirement, subject to all provisions as outlined in the Division of Human Resources Policies and Procedures Manual, Health Benefits Program, section 4, paragraph b.
- 20.4. The 2017 County Health Policy will take effect upon ratification (see attached Appendix A)

ARTICLE 21

GROUP INSURANCE AND PENSION

- 21.1. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System. Pension benefits shall be based on regular wages.

ARTICLE 22

UNIFORMS

22.1 The Employer shall provide the following uniform items in appropriate sizes for both men and women as necessary:

- A. Employee's choice of five (5) short-sleeve T-shirts or three (3) long-sleeve T-shirts every year.
- B. One (1) zip sweatshirt in exchange for four (4) –shirts.
- C. Three (3) pants every calendar year.
- D. Three (3) button-up shirts or sweatshirts every calendar year.
- E. Every other calendar year, a choice of one of the following:
 - One (1) insulated coverall
 - One (1) winter jacket
 - One (1) lightweight jacket
 - One (1) sleeveless vest

22.2. The Employer will provide rain gear and slush boots to all new employees and replace them as needed.

22.3. The Employer will reimburse employees for the purchase of approved safety shoes up to \$250 each calendar year, upon submission of a receipt. The difference between the purchase price and \$250 may be applied to additional pairs of shoes.

22.4. County-supplied uniforms must be worn at all times while working for the Employer.

22.5. Work gloves will be provided when needed.

22.6. Employer agrees to replace any uniform item damaged accidentally on the job.

ARTICLE 23

MILITARY LEAVE

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

ARTICLE 24

JURY DUTY

24.1. An employee who is called to jury duty shall immediately notify the Employer. An employee shall be required to report back to work if released from Jury Duty prior to noon unless it is impossible or unreasonable to do so. The Employer agrees to pay the employee straight time while serving on Jury Duty.

ARTICLE 25

FUNERAL LEAVE

- 25.1. The Employer agrees to grant an employee up to five (5) working days leave with full pay as funeral leave when a death occurs in the employee's immediate family.
- 25.2. The employee's immediate family is considered to include: spouse, children, brother, sister, parents, parent-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, step-parents or step-children.
- 25.3. The Employer may request submission of proof.

ARTICLE 26

SPECIAL LICENSES

- 26.1. The Employer will maintain and fill twenty-five (25) Equipment Operator/Mosquito, Roadworker/Mosquito and Bridgeworker/Mosquito positions, provided there are enough employees holding the appropriate licenses to fill the positions. The Employer will maintain a seniority list by license date of employees classified as Equipment Operators, Roadworkers and Bridgeworkers who obtain a license to spray for mosquitos and handle mosquito spraying pesticides. Such employees must present proof of the license to the Employer. Equipment Operator/Mosquito, Roadworker/Mosquito and Bridgeworker/Mosquito positions will be filled from the seniority list by license date as vacancies occur, not to exceed the maximum of twenty-five (25).
- 26.2. At the discretion of the Employer, up to a maximum of ten (10) employees holding either the core applicator license or who obtain a herbicide applicator license will be eligible for additional compensation as detailed in 37.2. Such employees must present proof of the license to the Employer.
- 26.3. All employees will be required to maintain a current, valid Commercial Driver's License (CDL) as a condition of continued employment, consistent with federal law. Pursuant to the CDL requirements, all employees may be subject to mandatory random drug and alcohol testing, and to annual eye examinations to ensure continued qualification for their positions. It is mutually recognized and agreed that these requirements are consistent with the requirements under federal law, and are not subject to modification through negotiations between the parties. The Employer will pay for the difference in the fee between the cost for the grant or renewal of a CDL as compared with a regular driver's license.
- 26.4. Employees hired as Public Works Floaters, Road Workers or Bridge Workers must maintain a current, valid Class A (Restricted or Unrestricted) Commercial Driver's License (CDL).

- 26.5. Equipment Operators must maintain a current unrestricted Commercial Driver's License (CDL), Class A. Employees will have one hundred eighty (180) days upon promotion to Equipment Operator to obtain the necessary license, otherwise they will forfeit their position and return to their original title.
- 26.6. Upon the loss of any license necessary for the performance of any required job duties, the employee will immediately notify the Employer.

ARTICLE 27

SUSPENSION OR REVOCATION OF LICENSE

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

ARTICLE 28

COMPENSATION CLAIMS

- 28.1. The Employer and the employee agree to cooperate towards the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Worker's Compensation protection for all employees if the injury arose out of and in the course of employment.
- 28.2. In the event that an employee is injured on the job, the Employer shall pay such employee guaranteed wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guaranteed on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive regular hourly rate of pay for such time.
- 28.3. Any additional treatment by the Worker's Compensation doctor that occurs during work hours, as specified in 28.2, will be scheduled as close to the end of the work day as possible.

ARTICLE 29

PROTECTION OF RIGHTS

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

ARTICLE 30

SEPARABILITY AND SAVINGS CLAUSE

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

ARTICLE 31

MAINTENANCE OF STANDARDS

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

ARTICLE 32

SENIORITY

- 32.1. There shall be two (2) forms of seniority:
- 32.1.1. Bargaining Unit Seniority
 - 32.1.2 Classification Seniority
- 32.2. Bargaining Unit Seniority shall be defined to mean a total of all periods of employment within this bargaining unit.
- 32.3. Classification Seniority shall be defined to mean the total of all permanent periods of employment within a particular classification.
- 32.4. Bargaining Unit Seniority shall prevail in all matters where a preference may be exercised except as otherwise provided for in this Agreement.
- 32.5. Structure of the Bargaining Unit:
- The Bargaining Unit shall be divided into two (2) departments: Road Department and Bridge Department
- 32.6. A promotion is hereby defined as a move from a lower pay grade to a higher pay grade.
- 32.7. Notice of all permanent job vacancies shall be posted on all bulletin boards and will include job title, pay grade, a brief description of job duties and associated skills required. The posting period shall be ten (10) working days. All bids shall be made in writing to the Employer. Only those employees who bid for the job during the posting period shall be considered for the job.
- 32.8. The opportunity to fill job vacancies shall be offered in the following sequence:
- First, to the most senior qualified employee(s) in the department where the vacancy exists. If there are none, then,
- Second, to the most senior qualified employee(s) in the remaining departments. If there are none, then,
- Third, new hires.
- 32.9. The Employer agrees to the principle that all job vacancies should be filled from within the bargaining unit before filling the jobs with new hires.

- 32.10. An employee who is promoted to a higher position shall receive the rate of the new job classification in accordance with County policy for Hay system employees. All employees so promoted shall be placed in the higher rated job at no less than the minimum rate 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 or pay.
- 32.11. The Union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be provided assistance to successfully meet the requirements of the job.
- 32.12. Classification service shall be determined by length of time in the classification beginning with the date of entry.
- 32.13. Whenever the Employer reduces the number of employees within a given classification, the employee demoted shall be the employee with the least amount of classification seniority.
- 32.14. Demotions shall be restricted to classifications within the department where the surplus exists.
- 32.15. 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 33
LAYOFF AND RECALL

The Employer may reduce the working force. In such event, the following procedures apply:

- 33.1. Employees shall be laid off in the order of least total bargaining unit seniority.
- 33.2. Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.
- 33.3. A laid-off employee shall have preference for re-employment for a period of two (2) years.
- 33.4. The Employer shall rehire laid off employees in the order of greatest bargaining unit seniority. The Employer shall not hire from the open market while any employee has an unexpired term of preference for re-employment and can do the work set forth in Article 33.3. The Employer shall not hire or permanently transfer employees from another division or department for any reason while any employee has an unexpired term of preference as set forth in Article 33.3 for re-employment and can do the work.
- 33.5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Once notified, an employee shall have three (3) days to send notice of their intent to return to work and ten (10) days to return to work.

ARTICLE 34

LOSS OF SENIORITY

34.1. An employee shall lose seniority rights only for any one of the following reasons:

1. Voluntary resignation
2. Discharge for just cause
3. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement
4. Continuous layoff beyond the recall period for re-employment outlined in this Agreement.

ARTICLE 35

HOLIDAYS

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

New Year's Day	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

35.2. Any holiday which falls on Saturday shall be celebrated the preceding Friday.

35.3. Any holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE 36

PERSONAL DAYS OF ABSENCE

- 36.1. Employees will be granted twenty-four (24) hours of Personal Leave with pay in each year, which will be granted at the rate of eight (8) hours personal time with pay for every four (4) months worked.
- 36.2. Employees will give forty-eight (48) hours' advance notice as to which days will be taken, except in case of emergency.
- 36.3. Employees shall not be required to state any reason in using personal days of absence entitlement.
- 36.4. The Supervisor of Roads and Bridges shall announce by January 15th of each year whether the usage of personal time in hourly increments will be allowed for that year. If permitted for the year, actual usage of personal time in hourly increments must be approved in advance by the Supervisor of Roads and Bridges or his/her designee.

ARTICLE 37

SALARIES

37.1. The Employer and the Union agree that all employees covered by this Agreement will be included in the Hay system. Unit employees on the County payroll as of the date of ratification by the Somerset County Freeholders will receive the following wage increases:

A. Two percent (2.0%) salary increase for 2017, retroactive to January 1, 2017.

B. Two percent (2.0%) salary increase for 2018, retroactive to January 1, 2018.

C. January 1, 2019, County Compensation Policy with a guaranteed minimum of at least one and one-half percent (1.5%).

D. January 1, 2020, County Compensation Policy with a guaranteed minimum of at least one and one-half percent (1.5%).

37.2. Starting salaries for employees hired after ratification shall be as follows:

Public Works Floater: \$40,326

Road/Bridge Worker: \$42,342

Employees hired after ratification who obtain a CPA license, and are added to the pool of CPA employees as detailed in Article 26.1 shall have \$2,884 added to their base pay, effective upon the date approved by management.

Employees hired after ratification who are promoted to Equipment Operator shall receive a one-time increase of \$3,175.

37.3. In years 2017, 2018 and 2019, all employees will be categorized regarding performance evaluations as "Meets Expectations". Effective January 1, 2020, employees shall be evaluated per County Policy on a trial basis.

37.4. Employees who are eligible for the herbicide applicator license as detailed in 26.3 shall receive a yearly stipend of five hundred dollars (\$500), paid as a bonus in December of the applicable year.

37.5. Up to five (5) employees who are trained and both physically and mentally able to operate in the bucket of the bucket truck will receive a one

thousand dollar (\$1,000) stipend, paid as a bonus in December of the applicable year. These five (5) employees will be considered to be "regular" bucket operators. In the event of an emergency, as determined by management, anyone who is able to use the bucket truck will be required to do so, even if not considered a regular operator, if the regular operators are not available.

If any of the five (5) employees on the list entitled to the stipend choose to relinquish the one thousand dollars (\$1,000), they may do so by notification in writing to management and will no longer have the responsibility to operate the bucket truck. The vacated position shall be filled immediately by the most senior employee with training and five hundred (500) hours of experience. An employee who opts out shall not have the ability to be reinstated.

- 37.6. Effective upon ratification, employees possessing a valid tanker endorsement will receive a one-time bonus of two hundred dollars (\$200). Employees who do not possess a tanker endorsement at the time of ratification and obtain it post ratification will be eligible for the same one-time bonus of two hundred dollars (\$200).

ARTICLE 38

UNION TIME

- 38.1. The Employer agrees to grant the Union twenty-four (24) cumulative hours of paid union leave time per year. This leave time shall be limited to use by the President, Vice-President, Secretary, Treasurer and/or shop stewards of the Union for training, meeting or convention purposes. The Union shall not be required to use this time for contract negotiation purposes. The Union shall provide the Employer with a minimum notice of ten (10) working days of the intent to use union time. The use of union time shall not be unreasonably denied. Unused union time shall not be accumulated from year to year.

ARTICLE 39

DISCIPLINE

- 39.1. No member of this bargaining unit shall be disciplined without just cause.
- 39.2. An employee charged with a crime that violates the public trust may be immediately suspended without pay. If the employee is found to have not violated this policy, any lost pay and the employee's position/title held prior to the charge will be restored. If the employee is found to have violated this policy, discipline will be administered, up to and including termination.

ARTICLE 40
TERMINATION

This Agreement shall be in full force and effect from January 1, 2017 to and including December 31, 2020 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

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, 2017.

By: Donna Mozet
Somerset County
Human Resources

Date: 1/30/2020

By: Chanelle Robinson
Freeholder Director

Date: 1/28/2020

By: Debbie Parks
AFSCME, Council 73
Representative of Local 3487

Date: 1/10/20

By: Eddie Polnasch
President, Local 3487
Meuser
Date: 1-10-20

attest
Kathryn Quick
Kathryn Quick
Somerset County Deputy Clerk
Board of Chosen Freeholders

APPENDIX A

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.

- 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 which do not result in admission are \$100.00

APPENDIX B

MEMORANDUM

TO: ROAD AND BRIDGE DIVISION SUPERVISORS AND EMPLOYEES

FROM: PAUL MCCALL, SUPERVISOR OF ROADS AND BRIDGES

DATE: JANUARY 29, 2010

SUBJECT: EXTENDED WORK DAY CALL IN PROCEDURE

Extended workdays will be considered any continuation of a workday into overtime. South County, Peapack, North Plainfield and Bridges will be considered individual places for an extended workday.

If a crew is on a job and the amount of work left causes an extended workday, the employees on that job will be asked first to stay. If the job requires more employees than those that chose to stay, we will ask those in work that day and at that time, by the rotation list. If we still do not have enough employees, we will call employees who were off on that particular day, by the rotation list, if they took a personal day or a vacation day.

If it is determined at the end of the day after all the jobs have been completed that an extended workday is needed the employees at work that day and at that time will be asked first, by the rotation list. If we do not have enough employees we will call employees who were off on that particular day, by the rotation list, if they took a personal or a vacation day.

When an extended workday is posted employees who are off on a vacation day or personal day will be notified by their respective supervisor, that there is overtime.