

AGREEMENT

Between

THE SOMERSET COUNTY BOARD

OF

COUNTY COMMISSIONERS

and

TWU LOCAL 225

January 1, 2022 through December 31, 2024

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LABOR AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2022 by and between the *Transport Workers Union, Local 225, AFL-CIO*, hereinafter referred to as "Union", and the Board of County Commissioners of the County of Somerset, State of New Jersey hereinafter referred to as "Employer". This contract incorporates all agreements between the parties concerning all matters pertaining to rates of pay, wages, hours of work and mandatory negotiable terms and conditions of employment.

ARTICLE 1

RECOGNITION

A. Pursuant to and in conformity with the Public Employment Relations Commission the Company recognizes the Union as the sole and exclusive bargaining agency for persons employed as follows:

Included: All regularly employed nonsupervisory Mini-Bus Drivers, Motor Coach Operators, In-Home Service workers, Home Delivered Meal Drivers employed by the County of Somerset.

Excluded: Managerial executives, confidential employees, and supervisors within the meaning of the Act; professional employees, craft employees, police, casual employees, and all other employees employed by the County of Somerset.

The County of Somerset agrees to meet and treat with the duly accredited officers and committees of the union upon all questions.

B. Despite Docket No. RO-2015-042, the parties agree to exclude dispatchers and office personnel from this Agreement.

Article 2

Bulletin Board

The Employer agrees to provide a locked bulletin board in a conspicuous place in the facility where employees report to work. Postings by the Union on the bulletin board are to be confined to official business of the Union. The employer reserves the right with prior notice to the Union to remove anything from the bulletin board which is not directly related to the union business or is obscene. Political campaigning on a bulletin board is not Union Business.

Article 3

Probationary Period

A. 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 thirty (30) calendar days. 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.

B. Employees who have been promoted or transferred and have passed the newly hired probationary period shall:

- a. Serve an additional ninety (90) calendar day probationary period.
- b. Be able to use any accrued time off that the employee has earned.
- c. If the promotion to the new position does not work for either the employee or employer, the employee will be able to return to his old job classification when an open position is available provided he/she is not terminated for cause.

ARTICLE 4
HOURS OF WORK AND OVERTIME

A. Overtime shall be paid for all work performed in excess of forty (40) hours per week at the rate of one and one-half ($1 \frac{1}{2}$) times the computed hourly rate. Hours of work shall be as defined under the FLSA. The overtime rate shall be based on 2080 hours. Full-time employees shall not be paid overtime until said employees shall have worked the hours specified above.

B. Overtime work will be kept at a minimum, except in cases of emergency, and must be authorized in advance by the immediate supervisor. The reasons for granting overtime shall be noted on the time report and certified by the Department Head or designee.

C. Overtime shall be computed and payment made on the following basis.

1. Fourteen (14) minutes or less -No pay.
2. Fifteen (15) through thirty (30) minutes - half ($1/2$) hour pay.
3. Thirty (30) through forty-four (44) minutes – three quarter ($3/4$) hour pay.
4. Forty-five (45) through fifty-nine (59) minutes – one (1) hour of pay.
5. The current Transportation Division time and attendance program shall be used to determine actual time worked. Overtime slips and sheets will continue to be used for overtime certification.

D. Working hours and daily schedules of employees will be arranged to fit County needs. If the County determines that Saturday and/or Sunday will be a regular work day, it will discuss such a change with the Union. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the County demand such work. Voluntary overtime

shall be offered at seniority top to bottom within job classification. In administering the requirement to work overtime, the County will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

E. Posted overtime is only available to employees who have completed their probationary period with the exception of internal division transfers who are not subject to this restriction.

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

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).
2. Compensatory time shall be accumulated annually at the overtime rate and may not be carried over into the next calendar year.
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. Any accumulated compensatory time not scheduled prior to November 30 of each year shall be converted to cash payment and paid in the last paycheck of the calendar year.
5. During the month of December, any employee working overtime shall receive cash payment for overtime hours.

6. Compensatory time shall be scheduled with the prior approval of the Scheduling Supervisor or his/her designee at least 3 days in advance.
7. Compensatory time shall be utilized in blocks of no less than four (4) hours.

ARTICLE 5
PREMIUM PAY

A. The Employer agrees to pay premium wages in accordance with the following rules: One and one-half (1-1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of forty (40) hours in any work week.
2. All hours spent in the service of the Employer on any holiday in addition to regular holiday pay.
3. The Employer agrees to count benefit days towards overtime calculation.

B. Work for special events and special runs should be posted two (2) weeks in advance and assigned based upon seniority/last time worked.

C. When a Commissioner 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.

D. Employees who are required to work on a Commissioner Action Day and call out of work can use sick, personal or vacation time (only if no other vacation requests for the day have been denied).

ARTICLE 6

CALL-IN TIME

The Employer agrees to guarantee an 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.

ARTICLE 7

DISCIPLINE

A. Disciplinary actions will be in accordance with the current County Policy found in the Human Resources Policy and Procedure Manual located in Public Folders.

B. Discipline of any employee shall be imposed only for just cause.

C. After an employee has completed his/her probationary period, disciplinary action shall be appealable through the grievance procedure including binding arbitration.

D. An employee charged by law enforcement to be involved in any incident that violates the public trust may be immediately suspended without pay. If the employee is found to have not committed the violation, any lost pay will be restored. If the employee is found to have violated the policy, discipline will be administered, up to and including termination.

ARTICLE 8

GRIEVANCE PROCEDURE AND ARBITRATION

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with an appropriate member of the Division. The employee reserves the right to have a shop steward present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Step One: The parties shall institute written action under the provisions hereof within seven (7) work days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Division Head and designee for the purpose of resolving the matter informally. The written grievance or e-mail at this step shall contain the relevant facts

and the applicable section of this contract it violated, and the remedy requested by the grievant. The Division Head or his/her designated representative will answer the grievance in writing within seven (7) work days of receipt of the written grievance. Failure to initiate the grievance process in writing by the Union within the seven (7) work days shall constitute an abandonment of the grievance.

Step Two: If the Union wishes to appeal the decision of the Division Head, such appeal shall be presented in writing or e-mail to the Department Head and designee within seven (7) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Department Head and designee shall respond, in writing, to the grievance within thirty (30) calendar days of the submission.

Step Three: Within thirty (30) days, exclusive of designated holidays and Saturdays and Sundays, of the Department Head's decision, the Union may apply to the Public Employment Relation Commission ("PERC") for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously with application to PERC, the Union will send notice to the Employer of its arbitration petition.

1. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.
2. The decision of the arbitrator shall be binding upon the Employer and the Union and the employee.
3. The parties may direct the arbitrator to decide, as a preliminary question,

whether he/she has jurisdiction to hear and decide the matter in dispute.

4. The cost for the services of the arbitrator shall be borne equally by the Union and the County. Any other expenses, including but not limited to, the presentation of witnesses shall be paid by the parties incurring same.

5. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from, in any way, the provisions of this Agreement or any amendment or supplement thereof.

E. Upon prior notice and authorization of the Division Head, the designated Union representative shall be permitted, as a member of the Grievance Committee, to confer with employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not appealed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance proceeding.

ARTICLE 9

VACATIONS

A. Vacation entitlement shall be based on the employee's anniversary date of employment and will be adjusted as of January 1 of each year.

B. All full week vacation requests must be received by January 31 of each year in order for an employee to be eligible to take vacation. Vacation requests will be granted on a first come first serve seniority basis (as per Article 29) and subject to the approval of the Employer. Notice of approval or denial will be on or about February 15.

C. Vacation pay shall be based on the number of hours designed for the position held by the employee.

HOURS PER WEEK

Years of Service	20	21	25	28	30	35	37 ½	40
After completion of year in which hired but less than 5 years on July 1	40	42	50	56	60	70	75	80
More than 5 years, but less than 10 years	48	49	60	70	72	84	90	96
More than 10 years, but less than 15 years on July 1	60	63	75	84	90	105	113	120
More than 15 years, but less than 20 years on July 1	72	77	90	98	108	126	135	144
More than 20 years, but less than 25 years on July 1	80	84	100	112	120	140	150	160
More than 25 years on July 1	100	105	125	140	150	175	188	200

D. Preference for selection shall be awarded to employees in the order of greatest total employment seniority in the bargaining unit.

E. In the event a holiday named in this agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

F. In the event a death occurs in an employee's family or the employee becomes hospitalized during the period, the remaining vacation time shall be canceled and rescheduled at the employee's request. The employer may request proof substantiating death or hospitalization.

G. In excess of ten (10) days' vacation time from any given year may be held over to the following year at the option of the employee only with written permission of County Administrator.

H. Assigned drivers and floaters shall be granted split vacation time based upon their rescheduled assignments. Unassigned floaters shall be granted split vacation time based upon four (4) hours.

I. Each County transportation section such as Home Delivered Meals, Mini Bus Drivers, including In-Home Service Workers, and Motor Coach Operators shall have a separate vacation request list.

J. In any given time if a holiday falls in the week of a vacation request, it will be granted as a full week and will have priority over requests for vacations of less than one (1) week.

K. Vacation requests for the period of January 1 through the Thursday before Memorial Day and, the day after Labor Day through the Friday prior to Thanksgiving shall be considered on a first submitted, first approved, seniority basis.

1. All Vacation requests of less than one week will be considered after paragraph B and J.

A. If an employee took vacation time (more than a single day) the week of Thanksgiving and the last two (2) weeks of December in the prior year, their request will be denied. If there is still availability once vacation requests have been approved for this time period, the employees that were denied then will be considered by seniority.

ARTICLE 10

MANAGEMENT RIGHTS

A. 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:

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.

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.

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 Union.

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

5. To suspend, demote or take any other appropriate disciplinary actions against any employee for good and just cause according to law.

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

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

8. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department involved.

B. 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.

C. 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.

D. The parties recognize that the exercise of managerial rights is a responsibility of the County on behalf of the taxpayers and that the County cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step

Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

ARTICLE 11

SICK LEAVE

A. All employees in the bargaining unit will follow the County Sick Leave Policy in its entirety except for Article B below.

B. 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, 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 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 2008 Sick Bank, payable at their 2008 rate of pay. If, after computing one-third of an employee's accumulation of unused 2008 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 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 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 12

ON THE JOB INJURIES

A. The County and employees will 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 will provide Workers' Compensation protection for all employees or the equivalent thereof if the injury arose out of and in the course of employment. 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.

ARTICLE 13

HEALTH AND DENTAL BENEFITS

A. 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 and co-payments, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.

B. 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.

C. Employees hired up to and including January 1, 2011 will receive life time health medical benefits at time of retirement subject to all provisions as outlined in Somerset County Policies and Procedures Manual, Medical and Prescription Benefits, Dental Benefits, Retiree Medical and Prescription Benefits, and Retiree Dental Benefits policies.

ARTICLE 14

GROUP INSURANCE AND PENSION

A. Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System (PERS), subject to the eligibility requirements of PERS. Pension benefits shall be based on regular wages.

ARTICLE 15

UNIFORMS

- A. The Employer shall provide the following uniforms:
- a. Ten (10) shirts, comprised of five (5) summer and five (5) winter (sweatshirts), or any combination.
 - b. \$100 per year reimbursement for employees to purchase pants or shorts that comply with approved uniforms by Employer upon the presentation of a valid receipt by the employee.
 - c. Uniforms will be replaced every two years by the Employer.
 - d. Union members can wear solid blue jean pants or solid navy blue khaki pants or shorts.
 - e. The Employer will provide one (1) light jacket and one (1) heavy weight jacket once every two years, or as needed, based on normal wear and tear.
 - f. The Employer will provide a raincoat to all new employees, with replacement on a normal wear and tear basis.
- B. All employees are required to wear uniforms during their working hours.
- C. Employees are responsible for the care and maintenance (including cleaning) of uniforms issued to them under this provision.
- D. The Employer shall provide all unit employees up to one hundred and fifty (\$150) dollars reimbursement per year towards the purchase of safe shoes and/or gloves

to be worn by the employee. Valid receipt must be submitted by employee to Management by November 30.

E. Operators shall display issued identification badge.

ARTICLE 16

MILITARY LEAVE

A. 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 by the Act.

B. Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE 17

JURY DUTY

A. An employee who is called to Jury Duty shall immediately notify the employer.

B. An employee shall not be required to report for work on any day (*if dismissed after 1:00 p.m.*) in which court is attended for Jury Duty Service, regardless of the employee's shift.

C. The Employer agrees to pay the employee for the number of daily hours designated for the position held by the employee, for each day on Jury Duty Service.

ARTICLE 18

FUNERAL LEAVE

A. The Employer agrees to grant an employee *five (5) work* days leave with pay as funeral leave when a death occurs in the employee's family.

B. The employee's immediate family is considered to include Spouse or Domestic Partner, Civil Union Partner, Children, Brother, Sister, Parents, *current* Parent-in-law, *current* Son-in-law, *current* Daughter-in-law, *current* Brother-in-law, *current* Sister-in-law, Grandchildren, Grandparents or Step-or-Half Relations of employee or spouse. The Employer may request submission of proof.

ARTICLE 19

SEPARABILITY AND SAVING CLAUSE

A. 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 20

HOLIDAYS

A. The Employer agrees to pay all employees regular wages 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

ARTICLE 21

PERSONAL DAYS OF ABSENCE

A. Employees will be granted Personal Leave each year in accordance with the schedule below.

Weekly Hours	Work	20	21	25	28	30	35	37 ½	40
Personal Hours	Leave	12	13	15	17	18	21	23	24

B. A personal business day application shall, except in cases of emergency, be made at least three (3) working days prior to the personal day to be taken.

ARTICLE 22

SALARIES

A. The Salary Guide Step Progression is attached hereto as Appendix A. While this contract is in effect the Salary Guide Step Progression shall be automatic on January 1 of each year for employees hired between January 1 and June 30 of the preceding year, and on July 1 for employees hired between July 1 and December 31 of the preceding year. For purposes of future step movements, the employee's step anniversary date shall be either January 1 or July 1 based on their date of hire. Employees currently over the maximum salary of the Salary Guide Step Progression for their title will continue to receive wage increases as specified in Article 22.B of the Agreement.

B. Those unit employees whose base salaries are currently over the maximum salary of the Salary Guide Step Progression shall receive wage increases to base salary as follows effective January 1 of each of the following years and retroactive to that date:

- 2022 - The greater of either 2% or the County Compensation Policy
- 2023 - The greater of either 2% or the County Compensation Policy
- 2024 –The greater of either 2% or the County Compensation Policy

C. All employees will be paid semi-monthly on the 15th of and the 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 23

MOTOR DRIVER'S LICENSE

A. All motor vehicle operators shall comply with Somerset County Motor Vehicle Policy and Procedures.

B. All Minibus and Motor Coach Operators are required to maintain a current valid Commercial Driver's License with passenger endorsement as a condition of continued employment.

1. All Minibus and Motor Coach Operators must utilize the County contracted medical facility to obtain their medical review for passenger endorsement.

2. Failure to maintain a valid DOT Medical Certificate issued by a County contracted Medical Provider shall result in the immediate removal from duty and placement on Leave without Pay status without the need for a Pre-suspension hearing.

3. All Division Operators who are required to maintain a valid DOT Medical Certificate shall be granted up to ninety (90) days Leave Without Pay status in order to obtain a valid DOT Medical Certificate issued by a County Medical Provider. Failure to obtain a valid DOT Medical Certificate by end of the ninety (90) days, will result in termination of employment without the need for a pre-terminaion hearing.

4. During this Leave without Pay, the employee shall remain on County Health Plan. Employee must continue their Chapter 78 contributions to receive health benefits.

C. The County reserves the right to change the minimum level of CDL licenses required.

ARTICLE 24
UNION RIGHTS

A. The County shall recognize the titles of Section Chair (Shop Steward), Assistant Section Chair, and Section Recording Secretary, are hereby referred to as "Titles".

B. The recognized Titles shall have the right to represent employees, with no loss of regular straight time wages, at any step of the grievance procedure or negotiations and, at the request of the employee, during any meeting between an employee and a representative of the County conducted for the purpose of administering discipline to an employee or for the purpose of investigating a matter from which discipline may result. No overtime will be paid to any employee and no County vehicle will be provided. The parties agree to grant one (1) Union Official a maximum aggregate of ten (10) days of paid leave during a calendar year for attendance at Union conventions and meetings. Request for Union leave must be made in writing at least forty eight (48) hours in advance to the Division Head.

C. Union representatives shall have the right to enter the premises in order to discharge their duties during regular business hours of Monday to Friday by giving at least 24 hours' notice to the Division Head. Such access shall not interfere with the normal operations of the County and shall not be abused. Such access may only be denied in the case of emergency or unusual situations. Such determination of interference with normal operation shall be at the sole discretion of the County.

D. Dues Deductions:

a. Within one (1) month of receipt of a lawfully executed written authorization from an Employee, the Employer agrees to deduct from the regular paycheck (not including overtime) Union dues. Deductions shall be based upon a maximum forty (40) hour work week and shall be in the amount certified by the Union to the Employer, and any changes in the dues amount shall be communicated to the Employer in writing at least 30 days prior to the effective date of such change.

b. Remittance shall be accompanied by a list of employees, from whom such pay deductions were made, and a copy of that list will be forwarded to the Local Union President.

E. Upon request, the County will provide a list of employee names on the payroll.

F. The Union agrees to hold harmless from any and all claims, lawsuits, litigation, orders, or judgments of any kind issued as a result of the Employer honoring the provision of this Article.

G. The Employer will promptly notify the Union of all Employees hired. The Union will supply the Employer with Union Authorization for Deduction of Union Dues Cards. The Employer will forward to the Union Authorization for Deduction of Union Dues Cards signed by each Employee.

H. The County will deduct initiation fees from new Employees' paychecks according to a schedule provided to the County by the Union Financial Secretary-

Treasurer. The Union Financial Secretary-Treasurer may supply different schedules to the County for different job classifications.

I. The Employer will each and every month forward to the Union all money deducted from the pay of Employees for initiation fees, assessments, and dues in the previous month.

J. Deductions for the Transport Worker Union's Committee on Political Education elsewhere referred to in this Agreement as "COPE" will adhere to the following procedures:

1. Deductions will be made on a voluntary basis by Employees.
2. The Union Financial Secretary-Treasurer will provide the Employer with signed authorizations from Employees who wish to initiate COPE deductions from their pay.

K. Labor - Management Meetings - There will be two (2) Labor Management meetings per year (first one held before June 1). If requested by the parties, an HR representative will participate in the meeting.

ARTICLE 25

SENIORITY

A. Benefit Eligibility Date: The date the employee started fulltime with the County.

B. Assignment Posting: If an assignment becomes available the Employer will post such assignment (run) for a seventy two (72) hour period.

1. Only employees interested in the assignment are required to sign the posting.
2. There will be only one posting per open assignment.
3. Any openings created by the initial posting will require a new posting list (posted for one day) and only employees interested in the assignment will be required to sign.
4. All qualifications being equal, bargaining unit members will receive preference in order of seniority.
5. The member cannot apply for another run until serving three (3) months in the current assignment.
6. Temporary and permanent route assignments will be awarded, if no one signs up, to the least senior employee by job classification who has completed the probationary period.

7. The Employer will fill assignments in a manner it determines is in the best interest of the County and any decision will not be subject to the grievance procedure of this collective bargaining unit.
8. If a forty (40) hour Employee accepts a lesser position such as a thirty (30) hour assignment, the forty (40) hour Employee will become a thirty (30) hour Employee.

ARTICLE 26

LAYOFF AND REDUCTION IN WORKFORCE

A. Layoffs and Workforce Reductions shall comply with Division of Human Resources Policies and Procedures Manual with the exception of Layoff Section 4, Recall, which will be governed by Section F of this article .

B. A Laid-off employee shall have preference for re-employment for a period of eighteen (18) months.

C. **Union Notification**

1. Once Human Resources is notified of a pending layoff and/or workforce reduction, the Employer shall notify the Union. Such notification shall occur within forty five (45) days from the effective date of separation. Human Resources shall also, within the same time frame, provide to the Union a list of affected employees including their names, hire dates and job titles.

2. Upon request, Human Resources shall also provide the Union with a list of members who are transferred or reassigned in connection with the layoff and/or workforce reduction as that information becomes available.

3. Upon request, an employee targeted for layoff and/or workforce reduction may arrange an individual meeting with Human Resources and a Union Representative, who may be present at this meeting.

D. Bumping Rights

1. A Mini Bus Driver or Motor Coach Operator who receives Notice of Layoff or Workforce Reduction must notify the Human Resources Director within five (5) business days following the date of the notice if he/she wishes to exercise bumping rights. If an employee does not notify the Human Resources Director within five (5) business days, then he/she will forfeit any right to bump and will remain on the layoff list.

2. For each employee who gives timely notice to Human Resources, the Transportation Division will identify the position(s) for which the employee is qualified in the same job classification as the position subject to layoff or workforce reduction, and which is occupied by a less senior employee not subject to layoff or workforce reduction. A position identified may only be located in the division in which the employee is assigned. The Employer will notify the bumping employee and the employee must accept or reject the position within three (3) business days following the date of the notification. If the employee accepts the position, he/she will be transferred to the new position at a date determined by the Employer, and the bumped employee then may have bumping rights the same if he/she originally was selected at layoff.

3. If the bumping employee declines to bump into the position identified, he/she will remain on the layoff list.

4. If the Employer determines that there is no position for which an employee seeking to bump is qualified within his/her job classification, then the Employer will identify a position in a different job classification for which the employee is qualified (as determined by the Employer) and for which the employee seeking to bump has more

seniority than the employee holding that position and the same procedures discussed above will apply. In each instance of bumping, an employee will bump into a position within the job classification held by the employee with less seniority.

E. In the event the Employer notifies Human Resources that privatization of the Transportation could imminently result in layoff or displacement of bargaining unit employees, the Employer agrees to give the Union reasonable advance notice. In no case shall notice be less than *forty-five (45)* calendar days from the target date of privatization or closure. Upon request, the Employer shall meet with the Union to discuss the effect of privatization on bargaining unit employees.

F. Section 4 - Recall

In the event work increases or funds become available, the County shall determine the number of persons in said classification, in each division, that are to be recalled. All employees who were laid-off, including those who were transferred and/or reassigned, shall be considered. All shall be recalled in reverse seniority order in which they were laid-off, transferred and/or reassigned, by job classification, within the division in which the employee was working at the time of the lay-off, transfer and/or reassignment.

ARTICLE 27

TRAINING AND EDUCATION

A. The County shall determine what training and education it shall provide to its bargaining unit members. Such training shall be in compliance with federal and/or state laws. Employees shall be paid their applicable rate of pay.

ARTICLE 28

MAINTENANCE OF WORK OPERATIONS

A. The Union hereby covenants and agrees that during the terms of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performances of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is covenanted and agreed that participation in any or all such activity by any Union member shall entitle the Employer to invoke any of the following alternatives:

1. Such activity shall be deemed grounds for termination of such employee or employees.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same

immediately and to return to work, and take such other action as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the Union by its members.

ARTICLE 29

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all 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 parties at the time they negotiated or signed this Agreement. Past practices not contained in this Agreement are deemed waived.

ARTICLE 30

TERMINATION CLAUSE

This Agreement shall be in full force and effect from *date of signing* to and including December 31, 2024 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 (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement (as approved in a Memorandum of Agreement approved by the Somerset County Board of County Commissioners on February 22, 2022) to be effective as of date of signing.

FOR THE UNION

BY: Redno Mercado

DATE: 03/18/2022

BY: [Signature]

BY: Walter [Signature]

FOR THE COUNTY

BY: [Signature]

DATE: 3/21/2022

Director, Board of County Commissioners

BY: Oranely. Robinson

APPENDIX A

Mini Bus Driver

	2022	2023	2024
Start	\$43,506	\$44,376	\$45,264
Step 1	\$46,066	\$46,987	\$47,927
Step 2	\$48,625	\$49,598	\$50,589
Step 3	\$51,184	\$52,208	\$53,252

Motor Coach Operator

	2022	2023	2024
Start	\$44,799	\$45,695	\$46,609
Step 1	\$47,435	\$48,384	\$49,351
Step 2	\$50,070	\$51,071	\$52,093
Step 3	\$52,705	\$53,759	\$54,834

Home Delivered Meals Driver

	2022	2023	2024
Start	\$26,238	\$26,763	\$27,298
Step 1	\$26,763	\$27,298	\$27,844
Step 2	\$27,298	\$27,844	\$28,401
Step 3	\$27,844	\$28,401	\$28,969

Note: The guide above reflects the minimum adjustment of 2.0%. If County Policy includes a higher increase it will be reflected in the next year's step increase. The following employees will be placed on the following steps effective 1/1/2022.

Carmen Reyes	MBD	Step 1
Walter Hager	MBD	Step 1
Jacqueline Burke	MBD	Step 3
Nelsy Fernandez	MBD	Start
Adriana Baez	MBD	Start
Jose Bernal	MCO	Step 1
Belarbre Vernet	MCO	Step 1
Enrico LoMedico	MCO	Step 1
Maria Edwards	HDM	Step 1
Sandra Niebles	HDM	Step 1
Virginia Alpizar	HDM	Start
Jasmine Howe	HDM	Start

All other HDMs on payroll as of 1/1/2022, with the exception of Daniel Kinsel and Brian Rome, will be placed on Step 3 of the guide.