

ORIGINAL

A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF SOMERSET

and

Teamsters LOCAL Union No. 469 an Affiliate of the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS "IBT"

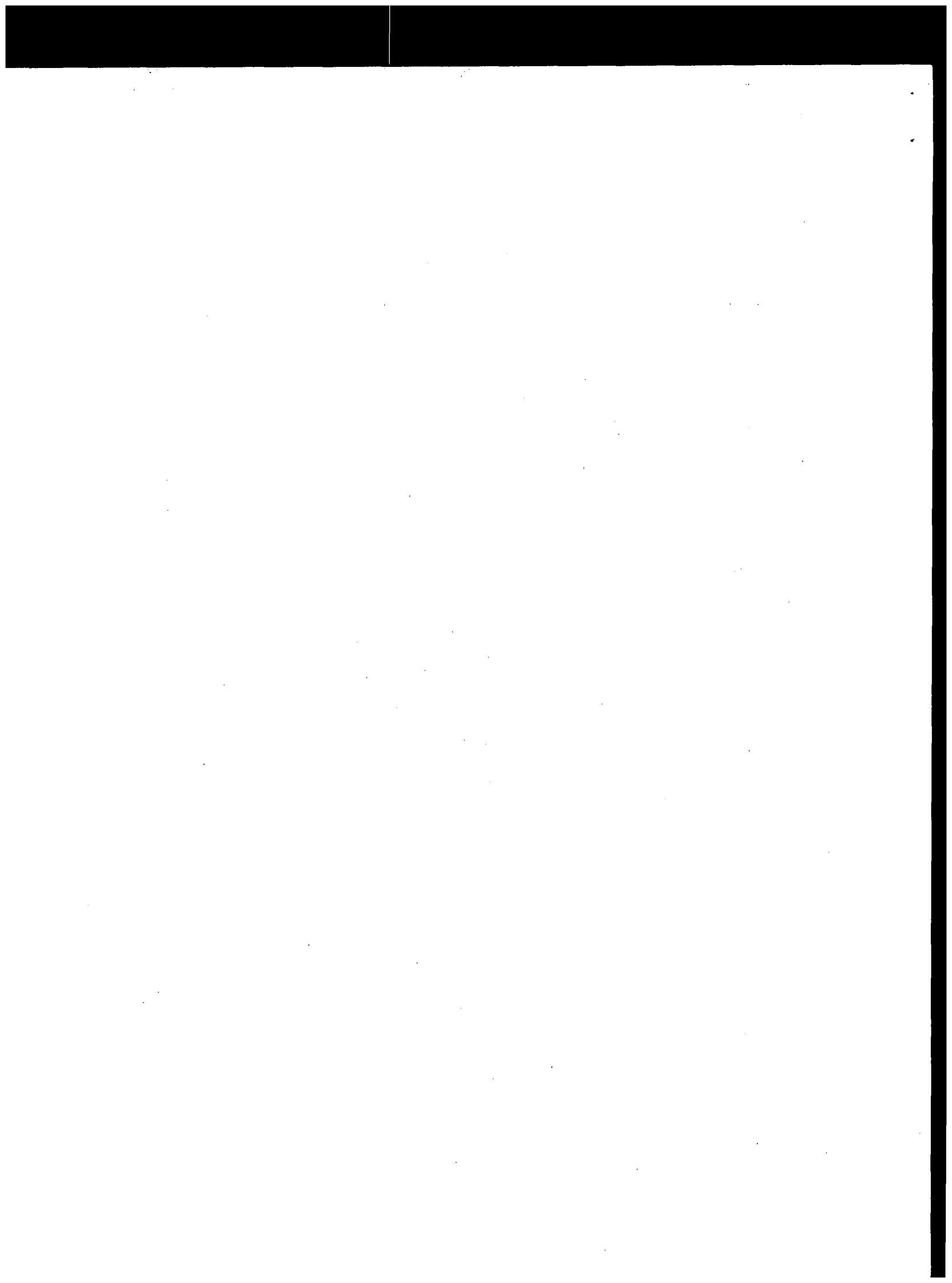
JANUARY 1, 2010
DECEMBER 31, 2012

Covering the Vehicle Maintenance Department Employees

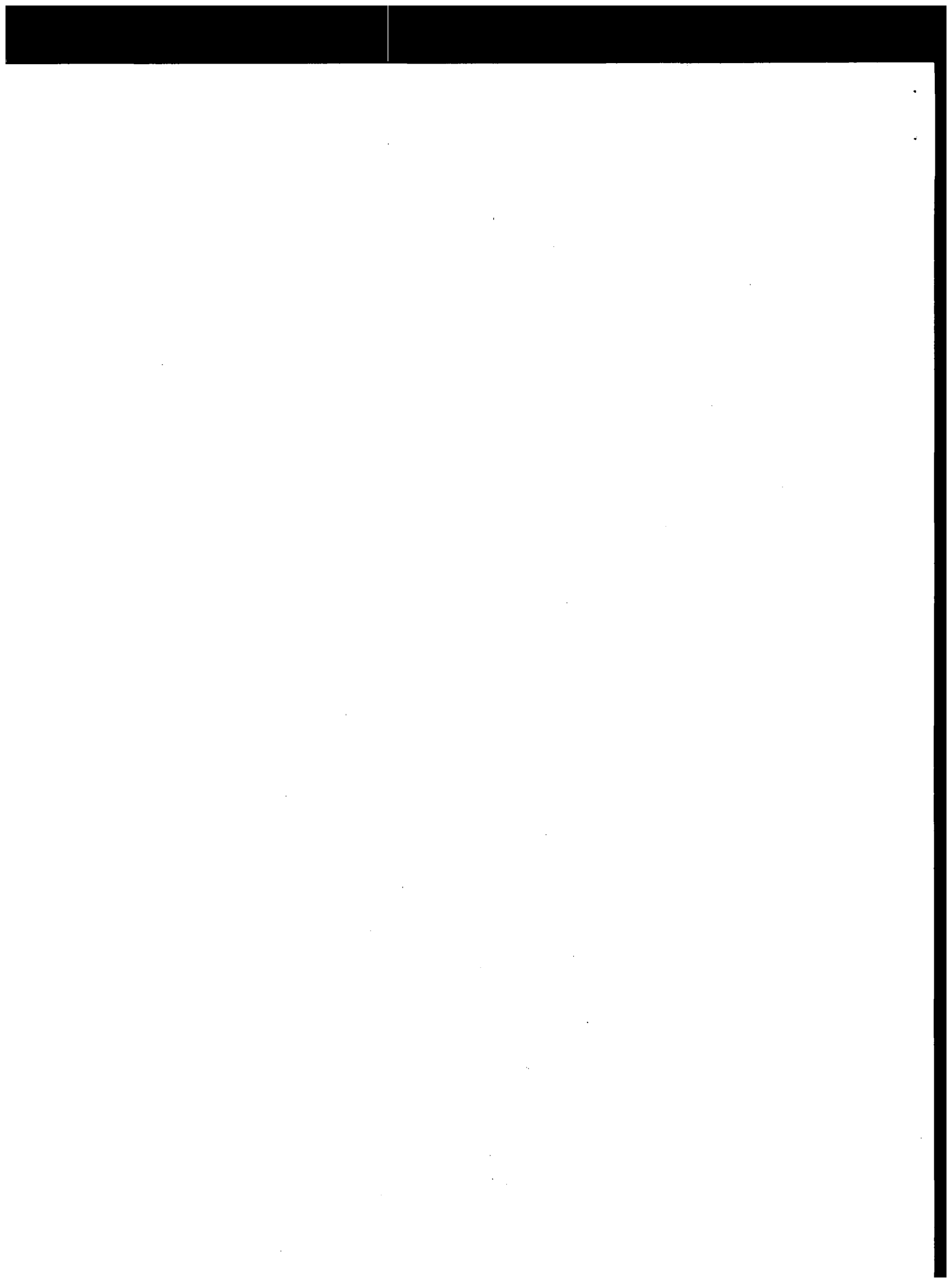
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LABOR AGREEMENT

This AGREEMENT is entered into this 22nd day of November 2011, by and between TEAMSTERS LOCAL 469 an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS "IBT" hereinafter referred to as the "UNION"; and the BOARD of CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, hereinafter referred to as the "EMPLOYER".

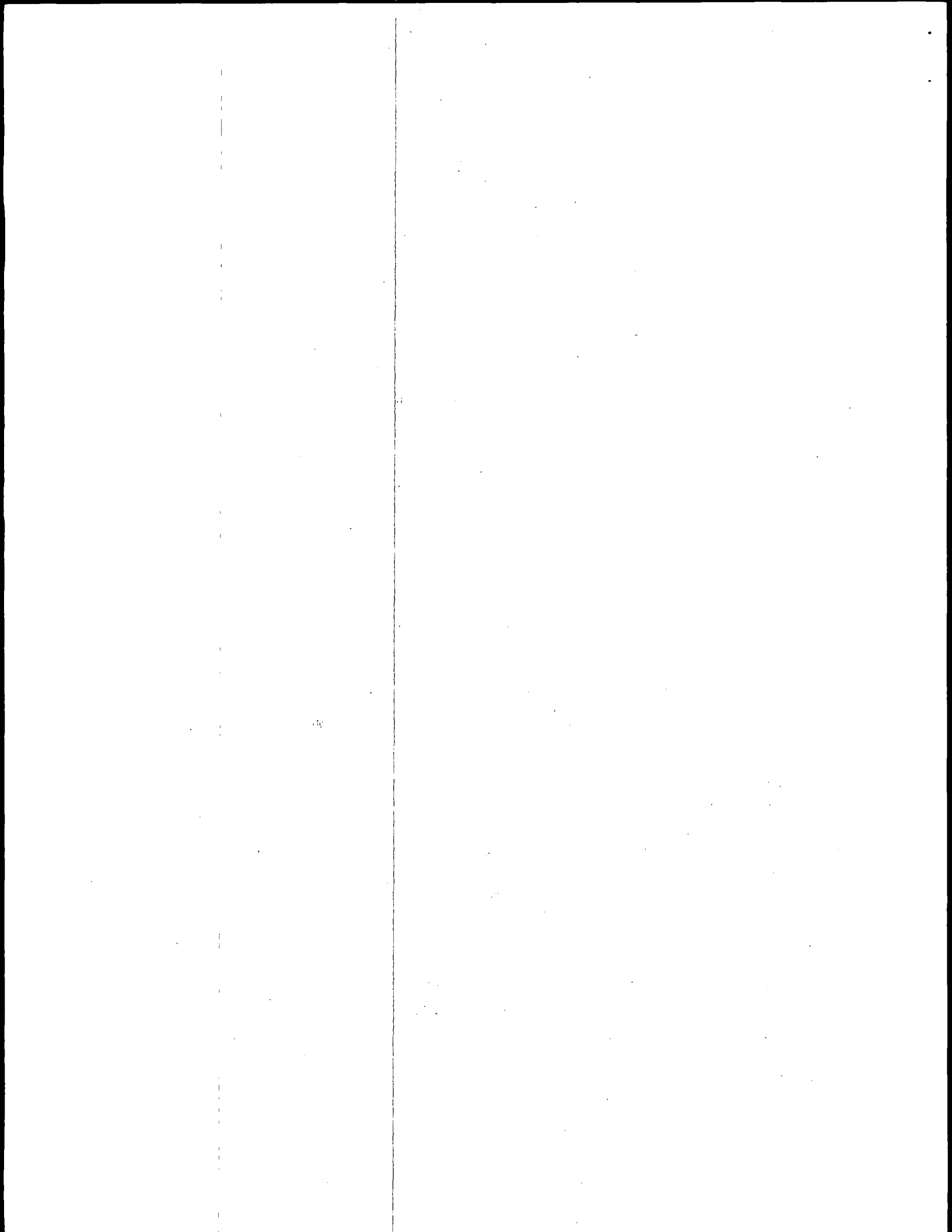
This effective date of this Agreement is January 1, 2010. The EMPLOYER and the UNION agree as follows:

ARTICLE 1 RECOGNITION OF THE UNION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agency for all blue collar employees employed by the County of Somerset in the Vehicle Maintenance Department including Senior Mechanics, Mechanics, Mechanic Helpers and Partspersons as provided for in PERC Certification of Representation Docket #RO-94-28, dated November 9, 1993. Excluded are clerical employees, white collar employees, professional employees, craft employees, police officers, firefighters, confidential employees, supervisors and managerial executives within the meaning of the Act.

ARTICLE 2 PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar 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 3
BULLETIN BOARD

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.

ARTICLE 4
HOURS OF WORK AND MEAL ALLOWANCE

1. The EMPLOYER agrees to schedule each unit employee for five (5) days of work at eight (8) hours each day constituting forty (40) hours of work each week, Monday through Friday inclusive, from 7:00 a.m. to 3:30 p.m. including a one-half (1/2) hour unpaid lunch period.
2. The EMPLOYER reserves the right to change the hours of work under the following conditions: The EMPLOYER shall give the UNION at least one (1) week 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 four (4) days.
3. The EMPLOYER shall allow a one-half (1/2) hour unpaid lunch period each day.
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.
5. The EMPLOYER agrees to compensate employees with a meal allowance of twelve dollars (\$12.00) for each overtime lunch period, or a hot meal.

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

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

8. Employees shall be permitted a 15-minute grace period after 7:00 a.m. during which employees are permitted to call in for any sick leave, personal leave (in the case of an emergency) or lateness, without penalty.

ARTICLE 5
OVERTIME ASSIGNMENT

1. Overtime shall be offered on a rotating basis. A list of names prepared in order of date of employment 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.

2. Overtime hours which have been worked shall be periodically posted.

3. If the County is closed due to an emergency, employees working during this time will be paid double time for their regular shift hours and time and one half for all other hours worked.

4. Overtime shall be paid in accordance with Article 6, Premium Pay.

ARTICLE 6
PREMIUM PAY

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

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

2. All hours spent in the service of the County prior to the scheduled starting time.
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.
4. All time spent in the service of the County on any Sunday.
5. All paid-for absences count as time worked in computing premium pay.
6. All hours spent in the service of the County on any holiday in addition to eight hours straight time.
7. If the County is closed due to an emergency, employees working during this time will be paid double time for their regular shift hours and time and one-half (1 ½) for all other hours worked.
8. Opportunity to earn premium pay shall be rotated pursuant to Article 5 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.
9. Double time shall be paid for all work in excess of eight (8) hours on the following holidays: Thanksgiving, Christmas and New Year's Day.

ARTICLE 7
GRIEVANCE PROCEDURE

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. Any grievance arising between the EMPLOYER and the UNION or any employees 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.

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 of intent to arbitrate is received by the Director of Public

Works or his/her designee or the Director of Human Resources or if such notice is received from the EMPLOYER by the UNION within ten (10) days. An arbitrator shall be selected from a list of names requested from the American Arbitration Association or 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.

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

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

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

The parties agree that neither the UNION nor any employee or employees may bypass any step of this procedure, except by mutual agreement between the UNION and EMPLOYER. All time limitations established by this Agreement may be relaxed by mutual agreement between the EMPLOYER and the UNION.

ARTICLE 8
VACATIONS

Vacation accrual shall be provided in accordance with County policy as set forth below:

Upon completion of their first calendar year, employees working forty (40) hours per week are credited with vacation hours at the beginning of each subsequent calendar year in accordance with the following schedule:

After completion of year in which hired, but less than 5 years on July 1:	80
More than 5 years, but less than 10 years on July 1:	96
More than 10 years, but less than 15 years on July 1:	120
More than 15 years, but less than 20 years on July 1:	144
More than 20 years, but less than 25 years on July 1:	160
More than 25 years on July 1:	200

ARTICLE 9
SAFETY

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

The EMPLOYER 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 10
MANAGEMENT RIGHTS

The EMPLOYER shall retain all rights of management as provided by law or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement.

ARTICLE 11
RATES OF PAY

The employer and the union agree that all employees covered by this agreement shall remain in the Hay system. Unit employees on the County payroll as of the date this collective bargaining agreement is approved by the Somerset County Board of Chosen Freeholders will receive the following wage increases:

A. January 1, 2010, Zero percent (0.00%) Increase

B. Effective January 1, 2011, employees shall receive the following increases added to base salary:

1. For salaries from \$0 - \$39,999 - two percent (2%)

2. For salaries from \$40,000 - \$59,999 - one and one-half percent (1.5%)

C. Additionally, upon ratification of the Agreement by both parties, but no later than November 30, 2011, unit members will receive \$300 added to base pay. The \$300 will be added to base pay effective for the entire pay period that includes ratification by both parties. The workweek schedule will change to a five (5) day work week on the Monday following ratification by both parties.

D. January 1, 2012, as per the 2012 County Compensation Policy, with a minimum increase of one and a half percent (1.5%).

E. If any employee within the unit receives an "Unsatisfactory" rating for any salary year (2010, 2011, 2012) said employee will not be awarded any increase the following year.

F. All employees will be paid by check, semi-monthly on the 15th and last day of each month.

ARTICLE 12
JOB CLASSIFICATION SHEETS (JOB DESCRIPTIONS)

The EMPLOYER 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 13
PAY DAY

All employees will be paid by check semi-monthly on the 15th and last day of each month.

ARTICLE 14
SICK LEAVE

In years 2011 and 2012, full-time employees shall receive 120 hours of paid sick leave. On December 31, 2012, sick entitlement shall be provided as per Division of Human Resources Policies and Procedures Manual (Appendix B) and employees shall receive 96 hours of paid sick leave from that point forward.

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:

Payment for Accumulated Sick Leave

A. Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2012. This is referred to as the "2011 Sick Bank".

B. When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with

the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2011 Sick Bank, payable at their 2011 rate of pay. If, after computing one-third of an employee's accumulation of unused 2011 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.

C. An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2011 Sick Bank, regardless of his/her number of years of service with the County.

D. When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2011 Sick Bank, payable at their 2011 rate of pay, regardless of the number of years of service the employee had with the County.

Unit members are permitted to use sick time in one (1) hour increments. Use of sick time in one (1) hour increments may be denied if, in the judgment of the Division Head, there is a question regarding authorized usage.

In the event of death of the employee, the employee's survivor, estate, or administrator shall receive payment for the employee's unused sick leave time, regardless of the number of years of service the employee had with the County, computed in the same manner as it is for an employee who resigns in good standing after ten (10) years or more of service.

ARTICLE 15
HEALTH CARE INSURANCE PROGRAM

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

B. Employees will continue to be covered, contribute to policy premiums and make co-payments with no change until December 31, 2011. Effective January 1, 2012, employees will contribute a portion of their annual salaries towards the cost of health benefit coverage, including co-pays, according to the 2011 Health Policy attached as Appendix A of this agreement. It is understood that the County will not increase the percentage contribution or co-pays set forth in Appendix A for the life of this contract.

C. It is further understood that provision of and contribution to health benefits is subject to all applicable Federal, State and Local statutes and regulations.

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

ARTICLE 16
GROUP INSURANCE AND PENSION

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System.

Pension benefits shall be based on regular wages and longevity pay.

It is further understood that provision of and contribution to group insurance and pension benefits is subject to all applicable Federal, State and Local statutes and regulations.

ARTICLE 17
UNIFORMS

- A. The EMPLOYER shall provide the following:
- 1) Five (5) tee shirts each calendar year
 - 2) Five (5) blue jeans or work pants every other calendar year
 - 3) Five (5) work shirts or sweatshirts every other calendar year
 - 4) One (1) lightweight coverall or hooded sweatshirts every other calendar year
 - 5) One (1) insulated coverall in 2012
 - 6) One (1) winter jacket in 2010
 - 7) One (1) lightweight jacket in 2011
- B. The EMPLOYER will provide raingear and slush boots to all new employees and replace them as needed.
- C. The EMPLOYER will reimburse employees for the purchase of safety shoes (steel-toed) or winter boots up to a cost of \$200.00 (after the proper submission of a receipt) each calendar year. 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 \$200 annual allotment for shoes/boots.

There shall be no carry-over to the next year of any funds for shoes or boots remaining on December 31 of each contract year.

- D. All employees are required to wear uniforms during their working hours.
- E. Work gloves will be provided when needed.
- F. Only pants and shirts are covered for wear and tear and must be shown, approved and turned in to the Vehicle Maintenance Supervisor.

ARTICLE 18
MILITARY LEAVE

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 under the Act.

ARTICLE 19
JURY DUTY

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

An employee shall not be required to report back for work in any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The EMPLOYER agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty Service.

ARTICLE 20
FUNERAL LEAVE

An employee shall be granted up to five (5) days of bereavement leave with pay for a death in the immediate family and attendance at the funeral. 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.

ARTICLE 21
SPECIAL LICENSES

The EMPLOYER shall pay the fee for the grant or renewal of any special licenses, which the employee is required by law to have in the performance of the duties and responsibilities specified in the job classification. 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.

ARTICLE 22
SUSPENSION OR REVOCATION OF LICENSE

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

ARTICLE 23
COMPENSATION CLAIMS

The EMPLOYER and the employee agree to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The EMPLOYER shall provide Workers' Compensation protection for all employees or the equivalent thereof if the injury arose out of and in the course of employment.

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 who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guaranteed on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Workers' Compensation doctor to receive additional medical treatment during regular scheduled working hours shall receive regular hourly rate of pay for such time.

ARTICLE 24
SEPARABILITY AND SAVING CLAUSE

If any Article or section of this Agreement or of any supplements or riders thereto should be held invalid by operation or 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 25
SENIORITY

Classification Seniority

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

Promotions

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

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

All bids will 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.

The opportunity to fill job vacancies shall be offered to the most senior qualified employee.

The EMPLOYER agrees to the principle that all job vacancies should be filled from within the bargaining unit before filling the job with new hires.

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so

promoted shall be placed on a higher rated job at the minimum rate or receive a 6% base salary increase, whichever would be the greatest. However, in a promotional situation, the employee would have to receive at least the minimum but no more than the maximum of the new grade.

All employees so promoted shall be placed on the higher rated job for a trial period of thirty (30) days. In the event the employee does not successfully pass this thirty (30) day trial period, such employee shall be given his former position without any loss of seniority of pay.

Demotions

Whenever the EMPLOYER reduces the number of employees within a given classification, the employee demoted shall be the employee with the least classification seniority.

Demotions shall be restricted to classifications within the department where the surplus exists.

Employees demoted shall have recall rights to any future vacancy in the classification they formerly held. Such recall rights shall have preference to any bid on a posted vacancy. Recall rights shall be listed when the offer to return is refused.

ARTICLE 26 LAYOFF AND RECALL

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

1. Employees shall be laid off in the order of least total employment seniority.

2. Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.

3. A laid-off employee shall have preference for reemployment for a period of two (2) years.

4. The EMPLOYER shall rehire laid-off employees in the order of greatest employment seniority. The EMPLOYER shall not hire from the open market while any employee has an unexpired term of preference for re-employment and can do the work.

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 his intent to return to work and ten (10) days to return to work.

ARTICLE 27
LOSS OF SENIORITY

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 recall period for re-employment outlined in this Agreement.

ARTICLE 28
HOLIDAYS

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

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

The Friday after Thanksgiving and Christmas Eve shall be treated as floating holidays. Staffing levels on these days shall be at the sole discretion of the EMPLOYER, and requests for time off on these days shall be granted based on staffing needs, on a first come first served basis, by seniority.

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

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

ARTICLE 29
PERSONAL TIME

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

Employees will give forty-eight (48) hours advance notice as to which days will be taken, except in the case of emergency.

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

ARTICLE 30
NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual or affectional orientation, veterans' status, or handicap or disability. The UNION will not interfere with the EMPLOYER's efforts to reasonably accommodate the needs of any employees with disabilities.

ARTICLE 31
DUES CHECK-OFF

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

and to transmit the same as set for the above. The Union agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

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

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 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.

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

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.

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 32
SHOP STEWARDS

The EMPLOYER agrees to allow the UNION to designate a shop steward and an alternative 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:

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

2. The collection of dues when authorized by appropriate local UNION action; and

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

(i) have been reduced to writing; or

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

4. 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.

5. The shop steward and the alternate have no authority to take strike action or any other action interrupting the EMPLOYER's business, except as authorized by official action of the UNION. The EMPLOYER 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 EMPLOYER 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.

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

ARTICLE 33
INSPECTION PRIVILEGES

Provided forty-eight (48) hours prior notice is given to the EMPLOYER, authorized agents of the UNION shall be permitted access to the EMPLOYER's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and collection of dues, further provided, however, that there is no interruption of the EMPLOYER's working schedule.

ARTICLE 34
TERMINATION

This Agreement shall be in full force and effect from January 1, 2010, to and including December 31, 2012, 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 hand and seals this 22nd day of November, 2011, to be effective as of January 1, 2010.

By: *Maurice Cooper*
Labor Counsel for
The County

By: *Fred Potter*
Fred Potter, President
Teamsters, Local 469

By: *Peter Dunn*
Freeholder Director - *deputy*

attest
Natasha Quick
deputy clerk

2011 HEALTH 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. Employees must pay one and a half percent (1.5%) of base salary, or the employee's rate of contribution under the applicable formula sited below, whichever is greater.

- 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
- For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$40,000 of annual salary, plus \$300
- For employees with salaries above \$100,000:
2% of salary in excess of the first \$40,000 of annual salary, plus \$300
- Medical service co-pays are \$20.00 per visit.
- Pharmacy co-pays are \$20.00 for brand name prescriptions and \$15.00 for generic prescriptions.

Effective July 1, 2011, pharmacy co-pays are \$25.00 for brand name prescriptions and \$20.00 for generic prescriptions.

Effective January 1, 2012, pharmacy co-pays are \$30.00 for brand name prescriptions and \$20.00 for generic prescriptions.

SICK LEAVE

Policy

Section 1. General

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

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

Section 2. Accrual of Sick Leave Days

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

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

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

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

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

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

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Section 4. Accumulation of Sick Leave

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

Section 5. Payment for Accumulated Sick Leave

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

Procedure

Section 1. Notification of Sick Leave Use

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

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

Section 2. Physician's Statement

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

Section 3. Physical Examinations

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

Section 4. Recording Sick Leave Use

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

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HUMAN RESOURCES