

A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF SOMERSET

and

LOCAL 469, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN AND HELPERS OF AMERICA

JANUARY 1, 2005
DECEMBER 31, 2005

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LABOR AGREEMENT

This AGREEMENT is entered into this 19th day of July, 2005, by and between Local 469, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Of America hereinafter referred to as the "Union"; and the Board of Chosen Freeholders of the County of Somerset, hereinafter referred to as the "Employer" or "County."

This effective date of this Agreement is January 1, 2005. The Employer and the Union agree as follows:

Article 1 – Recognition of the Union

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

Article 2 – Probationary Period

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

Article 3 – Bulletin Board

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

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

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

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

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

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

Article 5 – Overtime Assignment and Premium Pay

A. Overtime Assignment

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

B. 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 eight hours in any twenty-four 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.

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.

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

Article 6 – Grievance Procedure

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.

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

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

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 or Public Works or his/her designee). The Department Head shall have five (5) days thereafter to render a decision.

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

Step 4:

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

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 procedure 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 written agreement between the Union and Employer, on

a case-by-case basis, with no precedent for future grievances. All time limitations established by this Agreement may be relaxed by mutual agreement between the Employer and the Union, on a case-by-case basis, with no precedent for future grievance.

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

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

Article 7 – Vacations

Vacation entitlement shall be provided as per County policy.

Article 8 – Safety

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

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

Article 9 - Management Rights

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

Article 10 - Rates of Pay

The County and the Union agree that all employees covered by this Agreement shall remain in the Hay system. Unit employees on the County's payroll as of the date this Agreement is executed shall receive wage increases for the first year of this Agreement as provided on the schedule attached hereto as Attachment "A," which is made a part of this Agreement. Effective January 1, 2005, all employees will be eligible to receive salary increases under the County-wide Hay system, provided that those employees who receive an evaluation in the top two levels of the evaluation system then in place shall be guaranteed to receive a salary increase of at least 3%.

An employee who receives a performance evaluation for budgetary purposes (evaluation conducted between July and December of 2004 of "unsatisfactory" shall receive a salary increase for the following calendar year, effective January 1, 2005. In such a case, the employee's salary will be increased, by the same percentage as employees who received "meets expectations" budgetary performance evaluations, effective with the next payroll date after the semi-annual performance evaluation.

Article 11 – Position Descriptions

The County will prepare and make available to the Union *Position Descriptions* describing the principal functions of each job classification covered by this Agreement and any new classifications coming under this Agreement.

The Union and unit members will cooperate in the preparation of these *Position Descriptions*.

Article 12 - Pay Day

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

Article 13 – Sick Leave

1. Employees with one (1) or more years of employment shall be awarded 120 hours paid sick leave at the beginning of each calendar year without loss of pay.
2. Employees with less than one (1) year employment shall be entitled to ten (10) sick leave hours for each month worked to a maximum of one hundred twenty (120) hours.
3. Employees may accumulate unused sick leave hours from year to year to a maximum of 1,440 hours. After reaching 1,440 hours, unused sick leave may be converted to vacation with eight (8) hours of vacation for every twenty-four (24) hours of unused sick leave.
4. When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more of service with the County, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave hours carried over from the previous calendar year. The employee shall also receive payment for one-twelfth (1/12) of the sick leave hours credited to him/her at the beginning of his/her termination year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked in on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-third (1/3) of the employee's accumulation of unused sick leave hours there is less than four hours remaining, the employee shall not receive credit for this remainder.
5. An employee who resigns not in good standing or who is terminated as a result of a disciplinary action shall not receive payment for any accumulation of unused sick leave hours, regardless of his/her number of years of service with the County.

6. In the event of the 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.

7. When an employee retires, the employee shall receive payment for one-half (1/2) of his/her accumulation of unused sick leave hours carried over from the previous calendar year, regardless of the number of years of service the employee had with the County. The employee also shall receive payment for one-twelfth (1/12) of the sick leave hours credited to him/her at the beginning of his/her retiring year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-half (1/2) of an employee's accumulation of unused sick leave days, there is less than four (4) hours remaining, the employee shall not receive credit for this remainder.

Article 14 – Health Care Insurance Program

The Employer shall provide each employee with the same health care insurance benefits which are offered to all other County employees.

Article 15 – Group Insurance and Pension

Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System (“PERS”) pension.

Article 16 – Uniforms

The County shall provide five (5) shirts, five (5) blue jeans, and two (2) sets of lightweight overalls to each employee, which will be required to be worn and maintained by the

employee. The shirts and blue jeans will be replaced every two years by the County. The County also shall provide five (5) tee shirts annually. The County will provide one set of insulated coveralls or one (1) winter jacket or one (1) light jacket every two years alternating between insulated coveralls or winter jacket, and the light jacket, with replacement on a normal wear and tear basis. The County will provide raincoats and slush boots to all employees, with replacement on a normal wear and tear basis.

The County will reimburse employees for the purchase of one (1) pair of safety shoes (steel-toed) at a cost of \$100.00 per year, and reimbursement for a second pair of safety shoes or winter boots on a normal wear and tear basis for up to \$100.00. The County may require employees to submit a receipt prior to reimbursement.

All employees are required to wear uniforms including tee shirts during their working hours. Work gloves will be provided when needed.

Article 17 – Seniority

A. *Definitions*

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.

B. *Posting and Bidding New Jobs and Permanent Job Vacancies*

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

All bids will be made in writing to the County. Only those employees who bid for the job during the posting period shall be considered for the job. The opportunity to fill job

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

C. *Demotions*

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

Article 18 – Layoff and Recall

The County 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 in the job classification where the layoff will occur.
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 re-employment for a period of two (2) years.
4. The County shall rehire laid-off employees in the order of greatest employment seniority. The County shall not hire from the open market while any employee has an unexpired term of preference for re-employment and is qualified to 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 19 – 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 20 – Holidays

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

New Year's Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day

Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

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

Article 21 – Jury Duty

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

Article 22 – Funeral Leave

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

Article 23 - Special Licenses

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

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

Plumbers and HVAC workers who earn their Black Seal license after the effective date of this agreement shall receive a 4% increase to their annual salary, effective the date of the license.

Article 24 – Compensation Claims

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 or 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. An employee injured on the job during a "call in" situation shall receive the minimum four (4) hours of overtime or premium pay as described in the Hours of Work provision. When an employee is injured on the job during scheduled overtime, the overtime pay shall cease at the time of injury.

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

Article 25 – Personal Time

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 26 - Non-Discrimination

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

Article 27 – Dues Check-Off

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 469* within ten (10) 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 four (4) 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 and claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the County in reliance upon pay deduction authorization cards submitted by the Union to the County.

Article 28 – Shop Stewards

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

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

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 County's business, except as authorized by official action of the Union. The County recognizes these limitations upon the authority of the shop steward and the alternate and shall not hold the Union liable for any unauthorized acts. The County in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the shop steward or the alternate takes unauthorized strike action, slow down or work stoppage, or any other action in violation of this Agreement.
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 County and at any hearing pursuant to the grievance procedure outlined in this Agreement, at full straight-time hourly rate.

Article 29 – Separability and Saving Clause

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

Article 30 – Inspection Privileges

Provided forty-eight (48) hours prior notice is given to the County, authorized agents of the Union shall be permitted access to the County's establishment during working hours for the purpose of adjusting disputes or investigating working conditions; provided, however, that there is no interruption of the County's working schedule

Article 31 – Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless herein specified. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by representatives of both parties. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Article 32 – Employee's Right to Inspect Personnel File

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

Article 33 – Suspension or Revocation of License

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

Article 34 – No Waiver

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

Article 35 – Military Leave

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

Article 36 – Employee's Basic Rights

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

Article 37 – Changes and Modifications

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

Article 38 – Duration of Agreement

This Agreement shall be in full force and effect from January 1, 2005 to and including December 31, 2005. All provisions shall be applied retroactively to the commencement date of this Agreement. This Agreement shall be deemed the full and final settlement of all bargainable issues between the employer and the employees. All provisions of this Agreement shall continue in full force and effect continuing from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty days prior to the date of expiration.

Article 39 – Shift Differential

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

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this
19th day of July, 2005, to be effective as of January 1, 2005.

FOR THE EMPLOYER, BOARD OF
CHOSEN FREEHOLDERS OF THE
COUNTY OF SOMERSET

FOR THE UNION, LOCAL 469,
INTERNATIONAL
BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
OF AMERICA

By: _____

By: _____

