

**A G R E E M E N T**

Between

THE BOARD OF CHOSEN FREEHOLDERS

THE COUNTY OF SOMERSET

and

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

2011 - 2013

Covering Roads and Bridges employees

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## **LABOR AGREEMENT**

This AGREEMENT is entered into this day of June 12, 2012 by and  
BETWEEN LOCAL UNION No. 3487, Affiliated with the AMERICAN  
FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES ("AFSCME"),  
AFL-CIO, hereinafter referred to as the "Union"; and the BOARD of CHOSEN  
FREEHOLDERS OF THE COUNTY OF SOMERSET, hereinafter referred to as the  
"Employer".

This effective date of this Agreement is January 1, 2011. The Employer  
and the Union agree as follows:

**ARTICLE 1**  
**RECOGNITION OF THE UNION**

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

**ARTICLE 2**  
**SUPERVISORS**

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

**ARTICLE 3**  
**DUES CHECK-OFF**

3.1 The Employer agrees that it will, on the first payroll in each month, deduct the UNION dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 3487 within ten (10) days after the dues are deducted.

3.2 The UNION agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

3.3The UNION will furnish the Employer a written statement of the dues and initiation fees to be deducted.

#### **ARTICLE 4** **PROBATIONARY PERIOD**

4.1All newly hired employees shall serve a probationary period of ninety (90) calendar days. The employer has the option to extend the probationary period by additional 90 days. During this probationary period the EMPLOYER reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the Grievance and Arbitration provisions of this Agreement.

#### **ARTICLE 5** **INSPECTION PRIVILEGES**

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

#### **ARTICLE 6** **UNION BULLETIN BOARD**

6.1The EMPLOYER agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the UNION on such bulletin boards are to be confined to official business of the UNION. The County agrees that the bulletin board in the South County facility will be locked with both the Union and the County having keys. If anything objectionable to the County is posted, both the Union and the County will discuss the item and attempt in good faith to agree on how to handle such item. If unresolved, it will be removed.

**ARTICLE 7**  
**SHOP STEWARD**

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

**ARTICLE 8**  
**HOURS OF WORK AND MEAL ALLOWANCE**

- 8.1 The EMPLOYER agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive.
- 8.2 The EMPLOYER reserves the right to change the hours of work under the following conditions: The EMPLOYER shall give the UNION at three days notice. Such notice shall identify the work or project to be undertaken and the employees who will be required to work and shall be for a minimum period of one (1) day.
- 8.3 The EMPLOYER shall allow a one-half (1/2) hour unpaid lunch period each day.
- 8.4 The EMPLOYER agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half

(1/2) hour lunch period for each subsequent four (4) hours of work. In cases of emergency work (i.e., snow storms) the employee will be entitled to a lunch period every four (4) hours.

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

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

8.7 The EMPLOYER agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to work outside of his/her regularly scheduled hours of work. If an emergency occurs at the beginning or end of a work day and an employee is at work and not called in and handles the emergency, then he/she shall not receive the minimum hours of pay.

8.8 The EMPLOYER agrees to guarantee 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.

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

## **ARTICLE 9**

### **OVERTIME ASSIGNMENT**

9.1 Overtime shall be offered on a rotating basis. A list of all bargaining unit members alternating between Equipment Operators and Laborers shall be posted periodically. Each time there is an opportunity for overtime, a call will be made to the person whose name appears below the name last called.



**ARTICLE 10**  
**PREMIUM PAY**

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:

10.1 All hours spent in the service of the EMPLOYER in excess of eight (8) hours in any twenty-four hour period.

10.2 All hours spent in the service of the EMPLOYER prior to the scheduled starting time.

10.3 All hours spent in the service of the EMPLOYER on any Saturday so long as the Employee worked or was paid for the previous five (5) days.

10.4 All time spent in the service of the EMPLOYER on any Sunday.

10.5 All paid for absences count as time worked in computing premium pay.

10.6 All hours spent in the service of the EMPLOYER on any holiday in addition to eight (8) hours straight time.

A. Opportunity to earn premium pay shall be rotated pursuant to Article 9 with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

B. Double time shall be paid for all work in excess of eight (8) hours on the following holidays: Thanksgiving Day, Christmas Day and New Years Day.

10.7 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 (1/2) for all other hours worked.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

11.1 A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute.

11.2 Employees have the right to have a UNION representative present during discussion of any grievance with representatives of the EMPLOYER.

11.3 Any grievance arising between the EMPLOYER and the UNION or any employee(s) represented by the UNION shall be settled in the following manner:

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

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

Step 3: At Step 3, the grievance shall be presented in writing to the Director of Public Works or Designee. The Director or Designee shall call a meeting no later than ten (10) working days from the receipt of the grievance to review the evidence with the grievant, a representative of AFSCME, the Local Union President and the shop steward. The written decision on the grievance must be made within ten (10) working days of the meeting.

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

**11.5** The Arbitrator shall be limited to violations of the Agreement and shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

**11.6** A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

**11.7** The expense of the Arbitrator selected or appointed shall be borne equally by the EMPLOYER and the UNION.

**11.8** The Local Union, or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.

**11.9** The UNION will provide all information available to it to the EMPLOYER which pertains to the grievance during Steps 1 and 2.

**ARTICLE 12**  
**VACATIONS**

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

12.2 Vacation pay shall be based on an employee's forty (40) hours straight time pay period.

<u>TOTAL EMPLOYMENT SENIORITY</u>	<u>VACATION ENTITLEMENT</u>
One (1) to five (5) years	Eighty (80) work hours
More than five (5) years but less than ten (10) years on July 1	Ninety-six (96) work hours
More than ten (10) years but less than fifteen (15) years on July 1	One hundred twenty (120) work hours
More than fifteen (15) years but less than twenty (20) years on July 1	One hundred forty-four (144) work hours
More than twenty (20) years but less than twenty-five (25) years on July 1	One hundred sixty (160) work hours
More than twenty-five (25) years on July 1	Two Hundred (200) work hours

12.3 If an employee is hired before July 1 of a given year, he/she shall be eligible for a vacation during the remainder of said year. Depending upon the hourly schedule an employee works, a full-time employee shall earn up to eight (8) vacation hours at full pay for each full month of service during the remainder of the calendar year in which employee shall not exceed eighty (80) working hours.

12.4 During the remainder of the calendar year in which employed, an employee may use vacation hours only as earned; however, no vacation hours may be taken until an employee has completed six months of service.

12.5 If an employee is hired on or after July 1 of a given year, he/she shall not be eligible for a vacation during the remainder of said year. The employee also shall not earn vacation during the remainder of said year.

12.6 At the beginning of the following calendar year, a full-time employee shall be credited with vacation hours in accordance with the schedule above, However, in no case may vacation hours be taken until an employee has completed six months of service.

12.7 Vacation may be scheduled throughout the calendar year with the approval of the supervisor. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

12.8 In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional eight (8) hours vacation with pay.

12.9 Eighty (80) hours vacation from any given year may be held over to the following year at the option of the employee only.

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

12.11 The EMPLOYER shall grant vacation in four (4) hour units up to a maximum of forty (40) hours upon three (3) days notice to the EMPLOYER.

**ARTICLE 13**  
**SAFETY**

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

13.2 The employee upon discovering an unsafe or hazardous condition will immediately tell the Assistant Foreperson or delegate. The Assistant Foreperson or delegate will either determine and advise how the work can be performed safely or will stop the work.

13.3 In the event the employee disagrees with the decision of the Assistant Foreperson or delegate as to the safety of the working conditions, the Assistant Foreperson or delegate will notify the Supervisor of Roads and Bridges who will make the final decision. The EMPLOYER shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition.

13.4 The decision on whether a vehicle is in safe operating condition will be made by the Supervisor of Roads and Bridges.

**ARTICLE 14**  
**NOTIFICATION OF THE UNION**

14.1 The EMPLOYER will provide the names and other information on all employees to the UNION on forms to be provided by the UNION.

**ARTICLE 15**  
**WORKING AT DIFFERENT RATES**

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

**ARTICLE 16**  
**MANAGEMENT RIGHTS**

16.1 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 17**  
**JOB CLASSIFICATION SHEETS**

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

**ARTICLE 18**  
**PAY DAY**

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

**ARTICLE 19**  
**SICK LEAVE**

19.1 All employees in the bargaining unit shall be credited on January 1 of each year with 96 hours of sick leave and will follow the County Sick Leave Policy in its entirety except for Section 5 of the policy, which will be replaced with the following:

19.2\_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 20** **HEALTH CARE INSURANCE PROGRAM**

20.1 The County will continue to cover those employees in the County Health Benefits Program. Notwithstanding anything else in the agreement to the contrary, should the County change in any respect the health and dental benefits provided to all other County employees and corresponding employee contributions and co-payments, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.

20.2 All employee contributions are subject to statutory governance under P.L. 2011, Chapter 78, with a minimum 1.5% premium contribution pursuant to P.L. 2010, Chapter 2 or County policy whichever is the highest.



20.3 Employees hired after January 1, 2012 will not receive lifetime health 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.

20.4 The 2011 County Health Policy will take effect on January 1, 2013 (see attached Appendix A).

## **ARTICLE 21** **GROUP INSURANCE AND PENSION**

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

## **ARTICLE 22** **UNIFORMS**

22.1 The EMPLOYER shall provide the following:

- A. Five (5) tee shirts each calendar year
- B. Five (5) pants every other calendar year
- C. Five (5) work shirts/sweatshirts (mix and match) or (4) hooded sweatshirts every other calendar year
- D. One (1) insulated coverall or one (1) winter jacket or one (1) lightweight jacket every other calendar year.

22.2 The EMPLOYER will provide raingear and slush boots to all new employees and replace them as needed.

22.3 The EMPLOYER will reimburse employees for the purchase of one (1) pair of safety shoes or winter boots (all shoes/boots must meet or exceed ANSI Z41-1999 or ASTM F2413-2005 I75/C75 PR standards) up to a cost of \$100.00 each calendar year, after the proper submission of a receipt. A second pair of safety shoes or winter boots will be reimbursed on a wear and tear basis upon approval of the Supervisor of Roads and Bridges for up

to \$100.00. All submissions require a proper receipt identifying the purchase and the original SKU.

22.4 All employees are required to wear County Issue uniforms during their working hours.

22.5 Work gloves will be provided when needed.

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

### **ARTICLE 23** **MILITARY LEAVE**

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

### **ARTICLE 24** **JURY DUTY**

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

An employee shall 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 25** **FUNERAL LEAVE**

25.1 The EMPLOYER agrees to grant an employee up to five (5) working days leave with pay as funeral leave with full pay when a death occurs in the employee's immediate family.

25.2 The employee's immediate family is considered to include: Spouse, Children, Brother, Sister, Parents, Parent-in-law, Brother-in-law, Sister-in-law, Grandchildren, Grandparents or Step-or-Half Relations of employee or spouse.

25.3 The EMPLOYER may request submission of proof.

**ARTICLE 26**  
**SPECIAL LICENSES**

26.1 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.

26.2 All employees will be required to maintain a current, valid Commercial Driver's License (CDL) as a condition of continued employment, consistent with federal law. Pursuant to the CDL requirements, all employees may be subject to mandatory random drug and alcohol testing, and to annual eye examinations to ensure continued qualification for their positions. It is mutually recognized and agreed that these requirements are consistent with the requirements under federal law, and are not subject to modification through negotiations between the parties. The EMPLOYER will pay for the difference in the fee between the cost for the grant or renewal of a CDL as compared with a regular driver's license.

26.3 The EMPLOYER will maintain a collective maximum of at least twenty-five (25) Equipment Operator/Mosquito, Roadworker/Mosquito and Bridgeworker/Mosquito positions. The EMPLOYER will maintain a seniority list by license date of employees classified as Equipment Operators, Roadworkers and Bridgeworkers who obtain a license to spray for mosquitoes and handle mosquito spraying pesticides. Such employees must present proof of the license to the EMPLOYER. Equipment Operator/Mosquito, Roadworker/Mosquito and Bridgeworker/Mosquito positions will be filled from the seniority list as vacancies occur, not to exceed the EMPLOYER's maximum.

**ARTICLE 27**  
**SUSPENSION OR REVOCATION OF LICENSE**

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

**ARTICLE 28**  
**COMPENSATION CLAIMS**

28.1 The EMPLOYER and the employee agree to cooperate 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 Worker's Compensation protection for all employees if the injury arose out of and in the course of employment.

28.2 In the event that an employee is injured on the job, the EMPLOYER shall pay such employee guaranteed wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or 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 Worker's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive regularly hourly rate of pay for such time.

**ARTICLE 29**  
**PROTECTION OF RIGHTS**

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

**ARTICLE 30**  
**SEPARABILITY AND SAVING CLAUSE**

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

**ARTICLE 31**  
**MAINTENANCE OF STANDARDS**

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

**ARTICLE 32**  
**SENIORITY**

32.1 There shall be two Forms of Seniority:

- A. Bargaining Unit Seniority
- B. Classification Seniority

32.2 Bargaining Unit Seniority shall be defined to mean a total of all periods of employment within this bargaining unit.

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

32.4 Bargaining Unit Seniority shall prevail in all matters where a preference may be

exercised except as otherwise provided for in this Agreement.

**32.5 Structure of the Bargaining Unit**

The Bargaining Unit shall be divided into two (2) departments,

1. Road Department
2. Bridge Department

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

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

- A. All bids shall be made in writing to the EMPLOYER.
- B. Only those employee(s) who bid for the job during the posting period shall be considered for the job.

**32.8** The opportunity to fill job vacancies shall be offered in the following sequence:

- A. First, to the most senior qualified employee(s) in the department where the vacancy exists. If there are none, then;
- B. Second, to the most senior qualified employee(s) in the remaining departments. If there are none, then;
- C. Third, new hires.

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

**32.10** An employee who is promoted to a higher position shall receive the rate of the new job classification in accordance with County policy for Hay system employees. All employees so promoted shall be placed in the higher rated job at no less than the minimum rate for a trial period of thirty (30) days. In the event the employee does not successfully pass this thirty (30) day trial period, such employee shall be given his/her former position without any loss of seniority or pay.

**32.11** The UNION and the employee will be kept advised of the progress made in

learning the new assignment. The employee will be provided assistance to successfully meet the requirements of the job.

32.12 Classification service shall be determined by length of time in the classification beginning with the date of entry.

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

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

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

### **ARTICLE 33** **LAYOFF AND RECALL**

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

33.1 Employees shall be laid off in the order of least total bargaining unit seniority.

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

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

33.4 The EMPLOYER shall rehire laid off employees in the order of greatest bargaining unit seniority. The EMPLOYER shall not hire from the open market while any employee has an unexpired term of preference for re-employment and can do the work set forth in Article 33.3. The employer shall not hire or permanently transfer employees from another division or department for any reason while any employee has an unexpired term of preference as set forth in Article 33.3 for reemployment and can do the work.

33.5 Notice of re-employment to an employee who has been laid off shall be made by

registered or certified mail to the last known address of such employee. Once notified, an employee shall have three (3) days to send notice of their intent to return to work and ten (10) days to return to work.

**ARTICLE 34**  
**LOSS OF SENIORITY**

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

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

**ARTICLE 35**  
**HOLIDAYS**

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

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

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

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

35.4 Effective January 1, 2013, Lincoln's Birthday will be removed from the Holiday List.



**ARTICLE 36**  
**PERSONAL DAYS OF ABSENCE**

36.1 Employees will be granted twenty-four (24) hours of Personal Leave with pay in each year, which will be granted at the rate of eight (8) hours personal time with pay for every four (4) months worked.

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

36.3 Employees shall not be required to state any reason in using personal days of absence entitlement.

**ARTICLE 37**  
**SALARIES**

37.1 The EMPLOYER and the Union agree that all employees covered by this agreement will be included in the Hay system.

a) Unit employees on the County payroll as of the date of ratification by the Somerset County Freeholders will receive the following wage increase:

b) Salary increase for 2011, retroactive pay to January 1, 2011:

Roadworker/Bridgeworker	$\$40,300 \times 1.5\% = \$40,905$
Roadworker/Bridgeworker Mosquito	$\$43,913 \times 1.5\% = \$44,572$
Equipment Operator	$\$44,630 \times 1.5\% = \$45,299$
Equipment Operator Mosquito	$\$47,135 \times 1.5\% = \$47,842$

Note: William Davenport, Martin Colucci and John Layton will receive a 1.5% increase retroactive to 1/1/11 based on their 12/31/10 salary.

c) Salary increase for 2012, retroactive pay to January 1, 2012:

Roadworker/Bridgeworker	$\$40,905 \times 1.5\% = \$41,519$
Roadworker/Bridgeworker Mosquito	$\$44,572 \times 1.5\% = \$45,241$
Equipment Operator	$\$45,299 \times 1.5\% = \$45,978$
Equipment Operator Mosquito	$\$47,842 \times 1.5\% = \$48,560$

Note: William Davenport, Martin Colucci and John Layton will receive a 1.5% increase retroactive to 1/1/12 based on their 12/31/11 salary.

d) Salary increase for January 1, 2013

Roadworker/Bridgeworker	\$41,519 times increase **
Roadworker/Bridgeworker Mosquito	\$45,241 times increase **
Equipment Operator	\$45,978 times increase **
Equipment Operator Mosquito	\$48,560 times increase **

\*\* County Compensation Policy with a guarantee of a least 1.5%


Note: William Davenport, Martin Colucci and John Layton will receive the County Compensation Policy with a guarantee of a least 1.5% as long as these employees are on the County payroll at time of ratification.

- e) In years 2011, 2012 and 2013 only, all employees will be categorized regarding performance evaluations as "Meets Expectations".
- f) All employees will be paid by check, semi-monthly on the 15th and last day of each month.


**ARTICLE 38**  
**TERMINATION**

This Agreement shall be full force and effect from January 1, 2011 to and including December 31, 2013 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

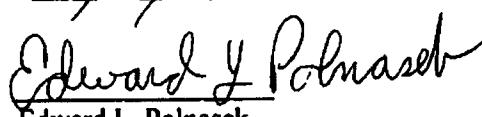
IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement as approved Memorandum of Agreement approved by the Somerset County Board of Chosen Freeholders on June 12, 2012, to be effective as of January 1, 2011.

By:   
Richard P. Baum  
Labor Counsel for the County

Date: 1/29/13

By:   
Paul Schroeder  
AFSCME, Council 73  
Representative of Local 3487

Date: 01/14/13

By:   
Edward L. Polnasek  
President, Local 3487

Date: 1-14-13

By:   
Freeholder Director

Date: 1/18/13

*attest  
Katherine Green  
disseminated*