

A G R E E M E N T

Between

**THE BOARD OF CHOSEN FREEHOLDERS
THE COUNTY OF SOMERSET**

and

**COMMUNICATION WORKERS OF AMERICA (CWA) LOCAL
UNION No. 1032**

2012 – 2014

Covering Recycling Workers

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION OF THE UNION	1
ARTICLE 2 SUPERVISORS	1
ARTICLE 3 UNION DUES CHECK OFF	2
ARTICLE 4 PROBATIONARY PERIOD	3
ARTICLE 5 UNION INSPECTION PRIVILEGES	3
ARTICLE 6 UNION BULLETIN BOARD	4
ARTICLE 7 SHOP STEWARDS AND UNION REPRESENTATIVES	4
ARTICLE 8 HOURS OF WORK	5
ARTICLE 9 WORK GROUPS AND OVERTIME ASSIGNMENT	7
ARTICLE 10 PREMIUM PAY	9
ARTICLE 11 GRIEVANCE PROCEDURE	9
ARTICLE 12 VACATIONS	12
ARTICLE 13 SAFETY	13
ARTICLE 14 DISCIPLINE, DISCHARGE AND NON-DISCRIMINATION	14
ARTICLE 15 TEMPORARY ASSIGNMENTS	14
ARTICLE 16 MANAGEMENT RIGHTS	15
ARTICLE 17 RATES OF PAY	16
ARTICLE 18 JOB CLASSIFICATION SHEETS	16
ARTICLE 19 PAY DAY	17
ARTICLE 20 SICK LEAVE	17
ARTICLE 21 HEALTH/LIFE/DEFERRED COMPENSATION BENEFITS	18
ARTICLE 22 UNIFORMS	19
ARTICLE 23 JURY DUTY	19
ARTICLE 24 FUNERAL LEAVE	20
ARTICLE 25 SPECIAL LICENSES	20

TABLE OF CONTENTS

(Continued)

	<u>PAGE</u>
ARTICLE 26 SUSPENSION OR REVOCATION OF LICENSE.....	20
ARTICLE 27 COMPENSATION CLAIMS.....	21
ARTICLE 28 SEPARABILITY AND SAVING CLAUSE.....	21
ARTICLE 29 SENIORITY.....	22
ARTICLE 30 LAYOFF&REDUCTION IN FORCE.....	23
ARTICLE 31 HOLIDAYS.....	24
ARTICLE 32 PERSONAL DAYS OF ABSENCE.....	25
ARTICLE 33 NEW EMPLOYEES.....	26
ARTICLE 34 BARGAINING UNIT WORK.....	26
ARTICLE 35 PERSONNEL FILES.....	26
ARTICLE 36 LEAVES OF ABSENCE WITHOUT PAY.....	27
ARTICLE 37 CASUAL EMPLOYEES.....	29
ARTICLE 38 TIME CLOCKS.....	30
ARTICLE 39 LABOR MANAGEMENT MEETINGS.....	30
ARTICLE 40 PRIVATIZATION.....	31
ARTICLE 41 INCLEMENT WEATHER.....	31
ARTICLE 42 DURATION.....	32
APPENDIX A	
APPENDIX B	
APPENDIX C	

PREAMBLE

This AGREEMENT is entered into this 11th day of September, 2012, by and BETWEEN the Communications Workers of America Local 1032, AFL-CIO, hereinafter referred to as the "Union"; and the Board of Chosen Freeholders of the County of Somerset, hereinafter referred to as the "County".

The County and the Union agree as follows:

ARTICLE 1 **RECOGNITION OF THE UNION**

- 1.1** The County recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part time resource recovery workers, resource drivers, equipment operators and equipment maintenance workers employed by the County in the Recycling Center as provided for in PERC Certification of Representation Docket #RO-92-121, issued February 1, 1992. Excluded are managerial, dispatching, executive, clerical, confidential, casual and supervisory employees, and supervisors as defined in the Public Employee Relations Act.

ARTICLE 2 **SUPERVISORS**

- 2.1** Supervisors will not perform bargaining unit work for the purpose of denying employees overtime pay or the opportunity for a temporary or permanent promotion, provided there are bargaining unit employees capable of performing the work immediately available to do the work in question.

ARTICLE 3
UNION DUES CHECK OFF

3.1 The County agrees to deduct the Union's monthly membership dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the County by the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made one (1) time per month by the 10th day of the succeeding month after deductions are made. Employees shall, as allowed by law, be able to revoke their authorization by filing a notice of withdrawal, the effective date of which shall be July 1 next succeeding the date on which the notice is filed with the County. The Union agrees to indemnify and save the County harmless against any and all claims, suits, demands, damages or other forms of liability arising out of or in the course of complying with the provisions of this Article.

3.2 The County will also submit, along with the above dues remittance, the following information:

3.2.A Local number

3.2.B Employee number

3.2.C Amount of Union dues deducted from each bargaining unit employee for whom dues have been deducted.

Quarterly, the Employer will provide the Union with the following:

3.2.C.1 Listing of all bargaining unit employees, along with their title and base salary.

3.2.C.2 Pursuant to N.J.S.A. 34:13A-5.5, the Public Employment Relations Commission has ordered the County to institute a payroll deduction of a representation fee in lieu of dues from wages of employees in the bargaining unit who are not members of CWA Local 1032. CWA Local 1032 certifies that it maintains a demand and return system

as required by N.J.S.A. 34:13-A-5.5(c) and 5.6 and that it has complied with the requirement of N.J.A.C. 19:17-3 and 4.1.

ARTICLE 4 **PROBATIONARY PERIOD**

4.1 All newly hired employees shall serve a probationary period of ninety (90) calendar days. The County may extend an employee's probationary period for an additional sixty (60) calendar days. During this probationary period the County reserves the right to terminate a probationary employee for any reason. Any termination during a probationary period or any extension thereof shall not be subject to recourse through the Grievance and Arbitration provisions of this Agreement.

ARTICLE 5 **UNION INSPECTION PRIVILEGES**

5.1 Providing prior reasonable notice is given to the County, authorized agents of the Union shall have access to the County's offices during regular working hours for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the County's working schedule, and provided, further that neither the Union nor its officers, agents or members will conduct any other Union business during working time except as provided elsewhere in this Agreement.

5.2 In the event the Union wants a Shop Steward to accompany the Union Agent, prior arrangements must be made with management for this to be done on the steward's break, lunch or other off-duty time.

ARTICLE 6
UNION BULLETIN BOARD

6.1 The County 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 Union notices related to meetings, appointments of committees, election of officers, seniority, schedules, dues, entertainment, health and safety or other matters directly related to the Union's representation of Recycling-employees.

6.2 Such notices shall be signed by an official of the Union and a copy submitted to the County prior to posting.

6.3 Any notices from the County posted on bulletin boards shall have the effect of official notification to bargaining unit employees. A copy of said notice shall be given to the Union's Chief-Shop-Steward or designee.

ARTICLE 7
SHOP STEWARDS AND UNION REPRESENTATIVES

7.1 The County recognizes the right of the Union to designate shop stewards. The Union will notify the County, in writing, of the designated shop stewards. The Union will limit the number of shop stewards to a reasonable number (not to exceed 1 steward for every 20 employees including one Chief-Shop-Steward, plus one Safety-Steward). The Union will give reasonable notice of any change in shop stewards.

7.2 Shop stewards have no authority to take strike action or any other action interrupting the County's business.

7.3 The County recognizes these limitations upon the authority of shop stewards 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 any steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement, which discipline or discharge will not be subject to the provisions of Articles 11 and 14.

7.4 Shop stewards shall have the right to represent employees, with no loss of regular straight time wages, at any step of the grievance procedure and, at the request of the employee, during any meeting between an employee and a representative of the County conducted for the purpose of administering discipline to an employee or for the purpose of investigating a matter from which discipline may result.

7.5 Time off with pay shall be provided for official representatives of the Union to attend Communications Workers of America's National and State meetings, or to attend training sponsored by the Communications Workers of America, provided such time off is not in excess of twenty (20) days in the aggregate in each calendar year, is otherwise reasonable, and does not interfere with the officer's official duties and functions. Requests for such leave, which may be taken as either paid or unpaid personal days, shall be made to the County at least forty-eight (48) hours in advance.

ARTICLE 8 **HOURS OF WORK**

8.1 The normal work day will be eight (8) paid hours of work each day, and the normal work week will be (40) hours of work each week, Monday through Friday, inclusive, along with unpaid meal periods as provided herein. The foregoing provisions of this Article describe the normal workday and workweek and are not intended to be construed as a guarantee of hours of work per day or per week, or days of work per week. Any negative deviation from the normal work day or work week shall be governed by Article 34, Layoff and Recall, Sections 1 and 3.

8.2 Established shift hours are as follows:

First Shifts

6:00 a.m. - 2:30 p.m.

7:00 a.m. - 3:30 p.m.

8.3 Except in emergency situations, the starting hours on a given shift of an employee or small group of employees (less than 1/3 of a work group) assigned to that shift may not be involuntarily switched to another time within that shift unless the employee is given at least seven (7) days notice. Involuntary reassignments shall be by work group seniority and any employee involuntarily reassigned for less than 6

consecutive workdays shall work the new hours and may also choose to work the additional hours that had constituted the original hours of the old shift with additional hours paid in accordance with Article 10. Notice under this section shall include the reason(s) for the change and the anticipated duration.

8.4 For purposes of this Article, "emergency situations" are hereby defined as either "Acts of God" or "circumstances clearly beyond the control of the County." For these purposes, backlogs of work are not considered to be beyond the County's control. In the event of an emergency, as much prior notice as possible will be given to the employees and the Union.

8.5 In the event an employee is required to work overtime for a snow storm, they will be entitled to overtime meals in the same manner as all other involved in such emergency work. overtime

8.6 Except in emergency situations, the County will provide the Union with fourteen (14) days notice of any change in the shift hours within a shift of a work group or 1/3 or more of a work group, and upon the Union's request, will meet with the Union to discuss the changes. Such notice shall identify the reasons for the change and the employees who will be required to work. Any such change must last for at least thirty (30) calendar days.

8.7 The County shall allow a one-half (1/2) hour unpaid lunch period each day. The County also will provide two fifteen (15) minute paid rest breaks each day.

8.8 In overtime situations, the County will provide an additional fifteen (15) minute paid rest break (which may be taken at the beginning of the period in question) for each two and one-half (2 1/2) consecutive paid overtime hours. In case of emergency overtime work, (e.g. snow storms, tornadoes), the employee will be entitled to a paid lunch period every four (4) hours.

8.9 The County agrees to guarantee a minimum of four (4) hours of work or pay in lieu thereof at the applicable rate of pay when an employee is called in from home to perform a job which is to be completed outside his/her normal working hours. This guarantee is not applicable to situations in which the employee is asked to begin work early and to continue work into his/her scheduled working hours or the employee is asked to continue past his/her regular quitting time.

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

ARTICLE 9 **WORK GROUPS AND OVERTIME ASSIGNMENT**

Work Groups and Assignments

9.1 The County will designate each employee as a member of one of the following work groups:

- a. Curbside Resource Recovery
- b. Warehouse Resource Recovery
- c. Plant Maintenance

9.2 Work groups may be altered, amended, changed or expanded by the County, providing that, prior to doing so, the County gives the Union reasonable advance notice of its plans to do so, and if requested, meets to discuss the changes and their impact on employees-covered by this Agreement.

9.3 Employees may place their work group designation preference on file with the Recycling Facility management which shall keep such preferences in a central file sorted by work groups. Prior to making new designations, the County will review employee preferences and will honor these requests when reasonably feasible, subject to the needs of the Recycling Center.

9.4 Whenever possible advance notice of assignments to a work group other than the employee's regular group shall be given. Employees who are involuntarily reassigned for more than thirty (30) days may request, and the County will so honor, a written reason for the involuntary reassignment. Reassignments shall not be utilized as a disciplinary measure unless the employee is so informed.

Overtime Assignments

9.5 After volunteers have been solicited, mandatory overtime will be assigned to qualified employees from one of several lists of employees arranged by inverse seniority, which lists shall be posted in a conspicuous place. Whenever mandatory overtime is assigned, the assignment will begin from the point on the list where

mandatory overtime was last assigned. All employees hired prior to August 1, 1996 shall only be required to work mandatory overtime (5) five times each year. Employees who volunteer for, as set forth above, and work an eight hour day on an overtime basis shall have that day counted as one instance of mandatory overtime for purposes of assignment of mandatory overtime in accordance with this section. Nothing in this Agreement precludes any employee from volunteering for overtime as often as they want.

9.6 All employees hired prior to January 1, 2010 shall only be required to work mandatory overtime (9) nine times each year. There shall be no limits on the number of times mandatory overtime can be assigned to employees hired after January 1, 2010. If an employee is scheduled for a mandatory and the employee does not show for work the employee will automatically be charged (8) eight hours of sick time. Employees who volunteer for, as set forth above, and work an eight hour day on an overtime basis shall have that day counted as one instance of mandatory overtime for purposes of assignment of mandatory overtime in accordance with this section.

9.7 Mandatory overtime will be any assigned overtime on a day that the employee is not regularly scheduled to work. If the employer requires mandatory overtime on a day when an employee is already scheduled to work, it will be counted as one of the mandatory overtimes for current employees; provided, however, in order to be considered mandatory overtime the directive must come from Superintendent of Recycling or in his absence the Recycling Plant Manager or Curbside Operations Manager and they must specifically state that they are requesting the employee to do mandatory overtime.

9.8 For purposes of this section there shall be separate inverse seniority lists for Drivers, Resource Recovery Workers (Warehouse), Resource Recovery Workers (Curbside), Equipment Maintenance Workers and Equipment Operators.

9.9 Excluded from mandatory overtime assignment will be those employees who have proper medical certifications exempting them from working mandatory overtime.

9.10 The inverse seniority lists will be updated after each instance of Mandatory overtime so that all employees will be aware of their list status in advance. Employees assigned to Mandatory overtime will be notified of their assignment by Thursday

evening prior to the Saturday assignment. Those employees who do not report for a scheduled Mandatory overtime assignment and do not submit proper medical documents excusing such failure to report, shall forfeit one sick day for each instance. If the employee is out of sick time the County will subtract a personal day. If the employee is out of sick and personal time, the County will subtract a vacation day. If the employee is out of sick, personal and vacation time, disciplinary action will begin. If proper medical documentation is provided, the employee shall be excused and not charged for a sick day.

- A. If an employee works at least 3 hours a night for at least 3 days in that week, the employee will be exempt from the next Saturday Mandatory.
- B. Employees who are absent on a Friday or Monday as of a result of a leave that was authorized prior to the posting of the Mandatory will be exempt from Saturday Mandatory between that Friday and Monday.

9.11 When an assignment is designated as mandatory overtime the Superintendent of Recycling shall notify the County Payroll Department of such assignment.

9.12 Both parties agree that an employee who is absent on the Thursday before Good Friday or the Monday following Good Friday as a result of a leave that was authorized will be exempt from Saturday Mandatory between Good Friday and Monday.

ARTICLE 10 **PREMIUM PAY**

10.1 The County agrees to pay one and one-half (1 1/2) times the straight time hourly rate for all hours actually worked in excess of forty (40) hours during the seven (7) day period beginning at 12:00 a.m. each Sunday.

10.2 For purposes of computing hours worked, sick leave, holidays, vacation days, paid personal days and any special (e.g., Freeholder declaration) time-off pay for a given day or partial day shall be considered to be hours worked.

10.3 Overtime pay shall be paid on the pay day following the period in which the overtime hours were worked. Pay stubs shall indicate the number of overtime hours paid with that paycheck.

ARTICLE 11 **GRIEVANCE PROCEDURE**

11.1 A grievance is hereby 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.

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

11.3 Any grievance arising between the County 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 Plant Manager (or his or her designated representative) through the shop steward within ten (10) working days after the aggrieved party knew or reasonably should have known that an event giving rise to the grievance or the reason for the grievance has occurred. The grievance must be submitted in writing, on forms provided by the Union, and shall state the cause of the grievance, the provision of this Agreement violated, and the remedy requested. All grievances must be signed and dated by the aggrieved party. If a satisfactory settlement is not reached with the Plant Manager within three (3) working days, the grievance may be appealed to Step 2. Such appeal must be made within five (5) working days of the date on which the grievance is answered, is due or is submitted, whichever date occurs first.

Step 2: At Step 2, the grievance shall be presented in writing to the Superintendent of Recycling. The Plant Manager's decision shall then be reviewed by the Superintendent of Recycling who shall respond in writing within five (5) working days. If the Superintendent of Recycling fails to respond or if a satisfactory settlement is not reached in that time, the Superintendent of Recycling's decision may be appealed to the Director of Public Works at Step 3. Such appeal must be made within five (5) working days of the date on which the grievance Step 2 answer is due or is submitted whichever date occurs first.

Step 3: At Step 3, the grievance shall be presented in writing to the Director of Public Works or designee. The Director shall call a meeting no later than fourteen (14) days from the receipt of the grievance to review the evidence with the grievant, a representative of the Union and the shop steward. The written decision on the grievance must be made within ten (10) working days of the meeting. Such answer shall be considered as satisfactory and the grievance considered settled unless the Union gives the County written notice of its intent to arbitrate within thirty (30) days of the close of the meeting in accordance with the arbitration provisions hereinafter set forth.

Step 4: If no satisfactory settlement has been reached within the time limits, the matter shall be referred to an arbitrator selected as provided herein.

- A. Within five (5) working days after receipt by the County of the Union's notice of intent to arbitrate, the Union shall request the Public Employer Relations Commission (PERC) submit a panel of arbitrators from which the County and the Union will attempt to mutually select an acceptable arbitrator. Both the Union and the county shall have the right to request another list if the parties are unable to mutually select an arbitrator.
- B. Only grievances which involve an alleged violation of express provisions of this Agreement and which otherwise are both mandatorily negotiable and also subject to contractual arbitration under the provisions of applicable New Jersey law may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this Agreement.
- C. 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.
- D. 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.

E. The Union will provide all information available to it to the County which pertains to the grievance during Steps 1 and 2.

ARTICLE 12
VACATIONS

12.1 Vacation entitlement shall be based on the employee's anniversary date of employment and will be adjusted on the 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 (ON JULY 1 OF VACATION YEAR)</u>	<u>ANNUAL VACATION ENTITLEMENT</u>
Less than one (1) year	One (1) day/month up to ten (10) days
One (1) full year but less than five (5) full years	Ten (10) work days
Five (5) full years but less than ten (10) full years	Twelve (12) work days
Ten (10) full years but less than fifteen (15) full years	Fifteen (15) work days
Fifteen (15) full years but less than twenty (20) full years	Eighteen (18) work days
Twenty (20) full years but less than twenty-five (25) full years	Twenty (20) work days
Twenty-five (25) full years plus	Twenty-five (25) work days

12.3 Vacation may be scheduled throughout the calendar year subject to the operational needs of the Recycling Center. Preference for selection shall be awarded to employees in the order of greatest total employment seniority in the bargaining unit, except that vacation requests in the amount of one (1) week or more will be given

priority over requests for vacation of less than one (1) week. If a vacation request is in by December 31, the County will post by February 1 if that request is granted or denied. Updates to the vacation list will be posted on April 30, June 30 and Sept 30 indicating approved vacations. If an employee has not submitted a vacation request by January 31, the County shall have the right to schedule that employee's vacation, at its sole discretion.

12.4 In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay. Vacations will not be taken in conjunction with paid or unpaid personal leave.

12.5 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 County may request proof substantiating death or hospitalization.

12.6 At the request of the employee ten (10) days vacation may be held over to the following calendar year with the approval of County management, which approval will not be unreasonably withheld.

12.7

12.7.A All vacation requests of one week or more will be considered first.

12.7.A.1 Any requests that are connected to Christmas Eve or the day after Thanksgiving will be evaluated. If the employee took vacation time (days or a week) around these holidays in the prior year, their request will be held until 12.7.A.3

12.7.A.2 All remaining requests will be sorted by seniority and scheduled as per Article 12.3

12.7.A.3 If there is still availability around Christmas Eve or the day after Thanksgiving, then employees that were denied in 12.7.A.1 will be considered by seniority.

12.7.B All vacation requests of less than one week will be considered next.

12.7.B.1 Any requests that are connected to Christmas Eve or the day after Thanksgiving will be evaluated. If the employee took vacation time

(days or a week) around these holidays in the prior year, their request will be held until 12.7.B.3

12.7.B.2. All remaining requests will be sorted by seniority and scheduled as per Article 12.3

12.7.B.3. If there is still availability around Christmas Eve or the day after Thanksgiving, then employees that were denied in 12.7.B.1 will be considered by seniority

ARTICLE 13 **SAFETY**

13.1 The County 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 supervisor. The supervisor 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 supervisor as to the safety of the working conditions, the supervisor will notify the Plant Manager who will make the final decision.

13.4 The County shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition.

13.5 The decision on whether a vehicle is in safe operating condition will be made by the Plant Manager or the Supervisor of Vehicle Maintenance. All safety equipment provided by the County shall remain the property of the County and employees shall be responsible for the safekeeping of all safety equipment and company tools and such item may not be removed from the County premises. Tampering with safety equipment, failure to use safety equipment provided by the County, failure to use safety equipment provided by the employee, or failure to follow safety rules or safety instructions shall constitute a just cause for discharge or other disciplinary action in accordance with the provisions of Article 14.

13.6 Any written report made by an employee which alleges an unsafe vehicle will be given to the Chief shop steward or his/her designee as soon as is practical.

13.7 The County will conduct fire drills at least once every six (6) months.

ARTICLE 14 **DISCIPLINE, DISCHARGE AND NON-DISCRIMINATION**

Discipline and Discharge:

14.1 No employee shall be disciplined or discharged without just cause. Discipline shall be progressive in nature and corrective in intent, provided, however, that this Agreement shall not be used to modify disciplinary penalties imposed by the County unless those penalties are demonstrably unreasonable.

Non-Discrimination:

14.2 Neither the County nor the Union will discriminate against any employee covered by this Agreement because of the employee's race, creed, color, sex, age, religion, marital status, disability, sexual orientation or affectional preference, political affiliation, union affiliation or non-affiliation or national origin. It shall not be a condition of employment that any employee must become or remain a member of the Union, and employees shall be free at all times to decide for themselves whether they desire to become or remain members of the Union. No employee shall be discriminated against, intimidated or coerced by the County, the Union or any of the employees of the County, because of his or her Union membership or non-Union status.

ARTICLE 15 **TEMPORARY ASSIGNMENTS**

15.1 An employee temporarily assigned to do the work in a classification with a higher rate of pay will be paid an additional (\$2.50) two dollars and fifty cents per hour for every hour or major part thereof so worked. The temporary work will be rotated by seniority and based on qualification to perform the work.

ARTICLE 16
MANAGEMENT RIGHTS

16.1 The County shall retain all rights of management existing before the execution of this Agreement as provided by law or pertaining to its operation, except as such rights are expressly limited or modified by the provisions of this Agreement. The rights referred to in this paragraph include, but are not limited to the following: the general and overall management of the Recycling Center and the property and the direction of the working forces, including the right to hire, promote, demote, transfer, layoff, discipline, discharge and suspend for just cause, set work standards, to establish, maintain and amend rules and regulations, the right to determine, the number, ability and classification of employees, the right to maintain order, economy and efficiency, the right to extend, maintain, curtail or terminate the business or operations of the Recycling Center or any portion thereof, the right to contract or subcontract any work, the right to determine the size, kind and location of the Recycling Center's operations, the right to assign work between facilities, the right to determine the type and amount of product to be done at the Recycling Center, manufactured and equipment to be used, the right to determine production and work schedules, methods, processes, and means of recycling and materials to be used, including the right to introduce new or improved methods or facilities and to change existing methods or facilities, the right to assign work, the right to maintain performance and time records for all jobs and employees, and the right to determine the number and starting times of shifts and the number of hours and days of work of all employees.

ARTICLE 17
RATES OF PAY

17.1 The EMPLOYER and the Union agree that all employees covered by this agreement will be included in the Hay method of classification .

17.2 Unit employees on the County payroll as of the date of ratification by the Somerset County Board of Chosen Freeholders will receive the following wage increase:

- A. County Compensation Policy, (1.5%) one and one half percent added to base retroactive to January 1, 2012. (Appendix A)
- B. January 1, 2013, County Compensation Policy with a guarantee of a least (1.5%) one and one half percent.
- C. January 1, 2014, County Compensation Policy with a guarantee of a least (1.5%) one and one half percent.

17.3 In 2012, 2013 and 2014, all employees shall be rated "meets expectations". Employees may still be terminated for cause or poor performance as per the contract.

ARTICLE 18
JOB CLASSIFICATION SHEETS

18.1 The County 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.

18.2 In the event the County creates any new job title at the Recycling Center, the Union shall be given fourteen (14) days prior notice of its use. Upon request of the Union, the parties shall negotiate over the inclusion or exclusion of the title from the bargaining unit.

ARTICLE 19
PAY DAY

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

ARTICLE 20
SICK LEAVE

20.1 Sick leave shall be provided as per County policy (Appendix B).

20.2 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:

20.3 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, 2010. This is referred to as the "2009 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 2009 Sick Bank, payable at their 2009 rate of pay. If, after computing one-third of an employee's accumulation of unused 2009 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 2009 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 2009 Sick Bank, payable at their 2009 rate of pay, regardless of the number of years of service the employee had with the County.

ARTICLE 21
HEALTH/LIFE/DEFERRED COMPENSATION BENEFITS

21.1 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 and corresponding employee contributions, including Co-Pays paid by other County employees, said changes shall also be made to the health and dental benefits and employee's cost-sharing to the employees covered by this agreement.

21.1.A 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.

21.2 Retirement Benefits

21.2.A Enrollment is automatic in the Public Employees Retirement System (PERS).

21.2.B Employees hired up to and including July 31, 2009 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.

21.3 Life Insurance

21.3.A Employees who are enrolled in PERS are insured for the non-contributory life insurance plan paid for by the County. Participation is mandatory in the contributory plan during the first full year of membership in PERS. Thereafter, the contributory plan becomes optional.

21.3.B Employees may participate in the County Deferred Compensation Plan in the manner set forth in the County Personnel Policy.

ARTICLE 22 **UNIFORMS**

22.1 The EMPLOYER shall provide the following:

- A. Five (5) t-shirts every calendar year
- B. Choice of the following every calendar year:
 - 1. Two (2) Sweatshirts
 - 2. One (1) Windbreaker
- C. Five (5) work pants (jeans) every other calendar year
- D. Five (5) button up work shirts every other calendar year
- E. Choice of one (1) of the following every other calendar year:
 - 1. Insulated Coverall
 - 2. Winter Jacket

22.2 The EMPLOYER will provide raincoats and slush boots to all new employees.

22.3 The EMPLOYER will reimburse employees for the purchase of two (2) pairs of over the ankle work boots (meeting PEOSHA requirements) up to a cost of \$100.00 per pair (so long as the employee has given to the County the original SKU and original receipt) every calendar year.

22.4 All employees are required to be neat and professional and must maintain and wear County issued uniforms (Navy Blue) during working hours.

22.5 Work gloves will be provided when needed.

22.6 Upon receiving a new jacket, the employee is required to wear the new jacket and discard the old jacket.

ARTICLE 23 **JURY DUTY**

23.1 An employee who is called to Jury Duty shall immediately notify the Superintendent of Recycling.

23.2 The County agrees to pay employees for eight (8) hours straight time pay or straight time hours actually absent from work, whichever is less, for each day on jury duty service.

ARTICLE 24
FUNERAL LEAVE

24.1 The County agrees to grant an employee up to five (5) consecutive working days leave (one of which must be a day of attendance at the funeral) with pay as funeral leave when a death occurs in the employee's immediate family.

24.2 The employee's immediate family is considered to include: Spouse, Children, Brother, Sister, Parents, Parent-in-law, Son-in-law and Daughter-in-law, Grandchildren, Grandparents or Step-or-Half Relations of a similar nature, Brothers-in-law, or Sisters-in-law.

24.3 In the event of the death of other relatives or in-laws, the employee may request a leave of absence or one or more vacation days or personal days as necessary for bereavement.

ARTICLE 25
SPECIAL LICENSES

25.1 The County shall pay the fee for the grant 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. The County 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.

ARTICLE 26
SUSPENSION OR REVOCATION OF LICENSE

26.1 In the event an employee demonstrates by clear and convincing evidence that he or she has suffered a suspension or revocation of his/her driver's license because of the employee complying with his Supervisor's instructions, the County shall provide alternative bargaining unit 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 27 **COMPENSATION CLAIMS**

27.1 The County agrees 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 County shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of and in the course of employment.

27.2 In the event that an employee is injured on the job, the County 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 on that day.

27.3 An employee who has returned to active employment with the County after sustaining a compensable injury who is required by the attending physician designated by the County to receive additional medical treatment or evaluation for fitness for duty during regularly scheduled working hours, shall receive regularly hourly rate of pay for such time provided the appointment cannot be scheduled during non-work hours. This shall only apply if the treatment is not of an on-going or regularly recurring nature, such as therapy treatments. The County will not be responsible for paying for time lost due to regularly recurring treatments.

ARTICLE 28 **SEPARABILITY AND SAVING CLAUSE**

28.1 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 29 **SENIORITY**

29.1 Bargaining Unit seniority shall be defined as an employee's length of continuous service with the County from his or her most recent date of hire.

29.2 Classification Seniority shall be defined as an employee's length of continuous service within a job classification from his or her most recent regular assignment to that classification.

Promotions:

29.3 A promotion is hereby defined as a move from a position covered by this agreement with a lower maximum rate of pay to a position covered by this agreement with a higher maximum rate of pay.

29.4 Notice of all permanent job vacancies shall be posted on all bulletin boards and will include job title, pay range, a brief description of job duties and associated skills required. The posting period shall be five (5) working days.

29.5 All bids shall be made in writing to the County on forms provided by the County so that qualified employees in lower or equal job classifications may bid on the vacancy.

29.6 The opportunity to fill job vacancies shall be offered in the following sequence.

29.6.A First, to the most qualified Bargaining Unit employee. If there are none presently qualified to do that job, then, second, through whatever other means the County deems suitable.

29.6.B If the qualifications of the employees bidding for the vacancy who are to be considered are, in the opinion of the County, equal, the employee with the greatest Bargaining Unit seniority will be awarded the vacancy. Qualifications shall include such factors as present ability to perform the work, successful completion of tests, responsibility, skill, experience, efficiency and productivity, including past evaluations, and attendance and tardiness records.

29.6.C 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 the higher rated job for a trial period of not more than sixty (60) days. In the event the employee does not successfully pass this sixty (60) day trial period, such employee shall be given his/her former position without any loss of seniority or pay.

29.6.D In the event a vacancy which has been posted again becomes vacant or open within sixty (60) calendar days after posting, such vacancy or position may be filled without reposting from among applicants who applied at the time of the prior posting. The method of selection of employees to fill permanent job vacancies or permanent new positions as defined in this Article are not intended in any way to limit the County's right to hire new employees for specific jobs, if the County cannot fill the job vacancies from within, after the procedure set forth in this Article, at the time when needed, by employees who are immediately qualified to perform the work required.

29.6.E An employee who has been awarded a job classification under the provisions of this Article shall not be eligible to bid on another job vacancy or new position for a period of six (6) months from the date he/she was awarded the vacancy.

ARTICLE 30 **LAYOFF & REDUCTION IN FORCE**

30.1 When a situation exists where there are program or budget cuts, program shifts, consolidation of functions, or lack of work, it may require layoffs or a reduction in the work force. Any required reduction in the work force shall be made in such job classifications and divisions as the Board of Chosen Freeholders may designate in accordance with the Division of Human Resources Policies and Procedures Manual, Layoff, Reduction in Force (attached hereto as Appendix C) except as provided for herein.

ARTICLE 31 **HOLIDAYS**

31.1 Holidays will be celebrated and based on the Somerset County Holiday schedule.

31.2 The County will also pay eight (8) hours to each employee in active status for two (2) floating holidays (the day after Thanksgiving and Christmas Eve). These floating holidays may be utilized in the same manner as vacation days. Floating holidays will be scheduled in accordance with the procedure used to schedule vacations.

31.3 Employees who work on a floating holiday will be paid one and one half (1-1/2) times their hourly rate.

31.4 In order to ensure that there is fair access to utilizing floating holidays and other time off on the Day after Thanksgiving and Christmas Eve, employees who request these days off shall be so scheduled according to operational needs. In the event that more employees request these days off than the County can schedule off, then the time off shall be rotated within job title by seniority, provided the request is submitted prior to December 31. The rotation list shall be kept on an ongoing basis from year-to-year with employees who are denied leave time for the Day after Thanksgiving or Christmas Eve to become next eligible for the next one of these days so requested, in accordance with their place on the seniority list.

31.5 To receive holiday pay, employees must work the last scheduled day before and the first scheduled day after the holiday.

31.6 Any holiday which falls on Saturday shall be celebrated the preceding Friday. Any holiday which falls on Sunday shall be celebrated the following Monday.

31.7 Employees will be solicited to work on the following County holidays: Good Friday, Columbus Day, and Election Day. Employees who volunteer to work on these holidays will be paid double time for all hours worked, in addition to eight hours holiday pay.

31.8 When County offices are closed during snowstorms or inclement weather during which time represented employees are required to work, such employees shall be granted equivalent time off with pay.

ARTICLE 32
PERSONAL DAYS OF ABSENCE

32.1 Employees covered by this Agreement with more than one year of service will receive three (3) Personal Days each year, the scheduling of which is subject to the prior approval of the Superintendent of Recycling.

32.2 Upon reasonable advance notice, use of personal days shall be approved for professional appointments, car repairs, family emergencies and other similar types of personal business that can only be scheduled during business hours.

32.3 If an employee is unable to reach his/her place of work because of weather or other conditions, such day of absence may be treated as personal time if the employee notified the Superintendent of Recycling of the unavoidable absence.

32.4 An employee will request personal days at least three days in advance of the date requested and the employee's manager will notify the employee as to whether or not that request has been approved within two working days after receipt of the request. Requests for personal days as set forth above will not be arbitrarily and capriciously denied.

32.5 Use of a personal day for an emergency may be approved if it meets the following conditions:

32.5.A The employee calls in before his/her shift starts, except in case of unforeseen emergencies.

32.5.B The employee must provide written documentation explaining why this was an emergency.

32.5.C Documentation must be original. No photocopies will be accepted.

32.5.D The Superintendent of Recycling will review and grant approval or denial.

32.6 Personal days shall not be used in conjunction with Holidays, Vacation, Sick, Bereavement, or any other leave of absence and shall not accumulate from year to year.

ARTICLE 33
NEW EMPLOYEES

33.1 The County will notify the Union's designee of the name, title and work assignment of any new employee covered by this Agreement. Such information shall be in writing and will be provided on a reasonable basis but not later than the end of the first shift that the employee begins work.

ARTICLE 34
BARGAINING UNIT WORK

34.1 Employees from other bargaining units will not perform bargaining unit work for the purpose of denying employees overtime pay or the opportunity for a temporary or permanent promotion, provided there are bargaining unit employees capable of performing the work immediately available to do the work in question.

ARTICLE 35
PERSONNEL FILES

35.1 Twice each calendar year each employee shall have access to his/her own personnel file during reasonable office hours upon written notification to the Human Resources Division. In addition, during the employee's nonworking time, each employee shall have reasonable access to his/her own personnel file during reasonable office hours upon reasonable advance notification to the Human Resources.

35.2 The affected employee will be given a copy of any disciplinary notice or performance evaluation placed in the employee's file. The employee shall have the right to respond, in writing, to anything in the employee's file.

35.3 The only official personnel file for each employee shall be the one maintained by the Human Resources Division.

ARTICLE 36
LEAVES OF ABSENCE WITHOUT PAY

36.1 Section 1: Personal Leaves - Generally

36.1.A A personal leave of up to ninety (90) days without pay may be granted by the County at its discretion for up to ninety (90) days in each year of this Agreement. Requests for personal leaves of less than fourteen (14) calendar days shall be submitted in writing to the Superintendent of Recycling. Requests for personal leaves of more than fourteen (14) days shall be submitted in writing signed by the employee via the Superintendent of Recycling to the County Director of Personnel. A request for a leave of absence without pay shall be considered on the basis of the following: (1) whether the employee can be spared from his/her duties at that particular time, (2) the reason for the leave, (3) the employee's performance record, and (4) the length of the employee's service with the County.

36.1.B For the purpose of computing an employee's total length of service with the County, a leave of absence without pay shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire length of his/her leave without pay.

36.1.C If the position is available, an employee on a leave without pay shall, under normal circumstances be returned to his/her regular job upon return from the leave without pay. (However, an employee on a leave without pay shall be subject to layoff in the same manner as if he/she had continued working.)

36.2 Section 2: Family Leave

36.2.A Family leave shall be granted to employees in accordance with the provisions of the New Jersey Family Leave Act. Employees absent on family leave will continue to participate in the County's medical insurance program on the same basis as though they have remained in active employment with the County.

36.3 Section 3: Extended Sick Leave

36.3.A An employee on a leave of absence without pay who fails to abide by any of the following conditions shall be considered to have resigned from the County.

36.3.B An employee on a leave of absence without pay who fails to abide by any of the following conditions shall be considered to have resigned from the County. Such resignation shall not be considered to be in good standing.

36.3.B.I An employee shall not misrepresent his/her reason for a request for a leave without pay and shall not use such a leave for other than his/her stated reason for the request.

36.3.B.II An employee shall return to work promptly at the expiration of a leave without pay.

36.3.B.III An employee shall request, in writing, any extension to a leave without pay prior to the expiration date of the original leave without pay.

36.3.C Employees with seniority who are covered by this Agreement will continue to receive benefits under the extended sick leave policy available to other County employees. As currently constituted, that policy provides that in the event that an employee's illness, disability, or incapacitation caused by pregnancy, childbirth and confinement continues and the employee has exhausted his/her accumulation of unused sick leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty-six (26) continuous weeks at the rate of 50% of the employee's base wage, which continuous 26 week

period may extend into the next calendar year, and which further provides that, no employees will be entitled to more than 26 weeks in any one calendar year.

36.4 Section 4: Status of Benefits

36.4.A Vacation, Sick Leave and Personal Days

An employee credited with vacation, sick leave and personal days at the beginning of a given year shall not lose these if he/she is granted a leave without pay during said year, nor shall the employee lose his/her prior accumulation of unused vacation and sick leave days.

36.4.B Holidays

An employee on a leave without pay shall receive no pay for any holidays observed by the County during the employee's leave.

36.5 Bereavement Leave

An employee on a leave without pay shall not be eligible for bereavement leave.

36.6 Health Benefits

An employee on a leave without pay of thirty (30) calendar days or less shall have his/her health benefits coverage continued at the expense of the County. After this first month, an employee may continue his/her health benefits coverage at his/her own expense for two more months, provided the employee made appropriate and timely arrangements with the Human Resources Division.

36.7 Life Insurance

An employee on a leave without pay of ninety (90) calendar days or less shall have his/her life insurance continued for the duration of the leave.

36.8 Pension

Within the first year after an employee's return from a leave without pay of ninety (90) calendar days or less, he/she may purchase credit for the leave of absence.

ARTICLE 37
CASUAL EMPLOYEES

37.1 For purposes of this Agreement, a casual employee shall mean any individual employed by the County, other than as a regular employee and who works less than 800 hours in a twelve (12) month period beginning on the date (or anniversary thereof) of the employee's initial hiring into the Recycling Center. If it is expressly agreed that, in the event that an employee otherwise hired as a casual employee works in excess of 800 hours during any such twelve (12) month period, that employee will automatically be deemed to have completed the probationary period provided for in Article 4, and will be given seniority back to his/her original date of hire with the County.

37.2 On a quarterly basis, the names, dates of employment and hours worked since anniversary date of anyone employed as a casual employee in the calendar quarter will be supplied to the Union, in writing.

ARTICLE 38
TIME CLOCKS

38.1 Employees are required to punch in on time clocks at the beginning of their shift, and out at the end of their work day. Employees working inside the Recycling Center also may be required at the discretion of Recycling management to punch out at the start of their lunch period and in again at the end of their lunch period.

38.2 Employees who fail to punch in or out as scheduled will be penalized thirty (30) minutes for their failure to do so unless the employee can establish that a supervisor had actual knowledge that the employee was at his or her work station throughout the scheduled time period.

38.3 Employees who repeatedly fail to adhere to the time clock policy will be subject to the appropriate disciplinary penalties up to and including discharge, as appropriate.

ARTICLE 39 **LABOR MANAGEMENT MEETINGS**

39.1 In order to promote harmonious labor management relations, the Union and the County will meet in a labor-management meeting on four (4) mutually acceptable dates each year for the duration of this Agreement.

39.2 The Union may bring up to four (4) union members with no loss of pay. In addition, any paid Union staff may also attend.

39.3 The parties will submit agenda items in writing at least one (1) week prior to the meeting.

ARTICLE 40 **PRIVATIZATION**

40.1 In the event that the County decides to privatize any or all of its recycling work, the County will meet and discuss the effects of privatization with the Union.

ARTICLE 41 **INCLEMENT WEATHER**

41.1 If the County is closed for an emergency, employees who work will be paid double time (2 times) for regular shift hours and time and a half (1 ½ times) for all other hours worked. If employee is sent home, they will be paid straight time for regular shift.