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A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS OF  
THE COUNTY OF SOMERSET

AND

THE COMMUNICATION WORKERS OF  
AMERICA, AFL-CIO

1996-97

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PREAMBLE

This AGREEMENT is entered into this      day of      , by  
and BETWEEN the Communications Workers of America (CWA), 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

The County recognizes CWA 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 of Somerset 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

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

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.

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

1. Local number
2. Social Security number
3. 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:

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



ARTICLE 4

PROBATIONARY PERIOD

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, provided, however, that to the extent that employees hereunder are entitled to a salary increase upon the successful completion of the probationary period, said increase for employees who successfully complete probation will be paid retroactive to the date on which the original ninety (90) day probationary period ended. 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

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.

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

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.

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

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

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.

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

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.

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.

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

1. The normal work day will be (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.

2. Established shift hours are as follows:

A. First Shifts

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

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

8:00 a.m. - 4:30 p.m.

B. Second Shift

(i) Two shift operation:

2:30 p.m. - 11:00 p.m.

3:30 p.m. - 12:00 a.m. (Midnight)

4:30 p.m. - 1:00 a.m.

(i) Three shift operation:

2:00 p.m. - 10:30 p.m.

3:00 p.m. - 11:30 p.m.

4:00 p.m. - 12:30 a.m.

C. Third Shift

10:00 p.m. - 6:30 a.m.

11:00 p.m. - 7:30 a.m.

12:00 a.m. - 8:30 a.m.

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.

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.

In the event that an employee is laid off due to a lack of work at a time when openings are available on another shift, that employee will be assigned to that shift. However, in the event that an employee on the payroll on the date this agreement is

executed is laid off due to a lack of work, that employee will be entitled to elect to bump to another shift or to take the layoff (but, if the employee elects to take the layoff, the County's only obligation is to recall the employee to openings on the shift from which the employee was laid off.)

3. 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.

4. 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.

5. 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.

6. The County agrees to guarantee a minimum of three (3) 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.

ARTICLE 9

WORK GROUPS AND OVERTIME ASSIGNMENT

A. Work Groups and Assignments

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

- a. Curbside
- b. Conveyer Line
- c. Vehicle Maintenance

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.

2. 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.

3. 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.

#### B. Overtime Assignments

Article 9B to be modified as follows:

- 1) 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 the date that this Agreement is signed shall only be required to work mandatory overtime five times each year. There shall be no limits on the number of times mandatory overtime can be assigned to employees hired after the date this Agreement is signed. 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.
- 2) 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 five mandatory times 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.
- 3) For purposes of this section there shall be separate inverse seniority lists for 1) Drivers, 2) Resource Recovery Workers, 3) Equipment Maintenance Workers and 4) Equipment Operators.
- 4) Individuals who are not capable of working on the trucks (curbside), particularly those individuals who have been employed by the County through ARC,

will not be required to be assigned mandatory overtime if the overtime requires work on the trucks or other work they are not capable of doing as determined by the Employer.

ARTICLE 10

PREMIUM PAY

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 12:01 a.m. each Sunday.

2. For purposes of computing hours worked, 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.

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

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.

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

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 Plan 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. 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 CWA 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.

Within five (5) working days after receipt by the County of the Union's notice of intent to arbitrate, the Union shall

request the American Arbitration Association to submit a panel of eleven (11) arbitrators from which the County and the Union will attempt to mutually select an acceptable arbitrator. Both the Union and the County shall have right to request two (2) additional panels of eleven (11) arbitrators, provided that if the parties are unable to mutually select an arbitrator after the exercise or waiver of these rights, the American Arbitration Association shall appoint an arbitrator as provided for under the rules of the American Arbitration Association then existing.

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.

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.

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.

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

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

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 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

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, provided the vacation request is submitted prior to March 31. If a vacation request is in by March 31, the County shall notify the employee by first week in May if that request is granted. If an employee has not submitted a vacation request by March 31, the County shall have the right to schedule that employee's vacation, in its sole discretion. In scheduling vacation requested after March 31, requests for vacation in the amount of a week or more will be given priority over requests for vacation of less than a week.

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.

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.

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.

ARTICLE 13

SAFETY

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

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.

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.

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

The decision on whether a vehicle is in safe operating condition will be made by the 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.

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.

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

ARTICLE 14

DISCIPLINE, DISCHARGE AND NON-DISCRIMINATION

Disciplinary and Discharge:

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:

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

An employee temporarily assigned to do the work in a classification with a higher rate of pay will be paid an additional \$.40 per hour for every hour or major part thereof so worked.

ARTICLE 16

MANAGEMENT RIGHTS

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

Employees will be classified in accordance with a job description and shall be paid not less than the minimum for such classification in accordance with the table of the job classifications and Rates of Pay for such job classification as shown below on Schedule A.

All employees shall be entitled to receive salary increases according to the following terms:

1. All eligible employees on the payroll as of August 29, 1996 shall receive a wage increase for 1996 of 3.5% retroactive to January 1, 1996:

2. All eligible employees on payroll as of January 1, 1997 shall receive a wage increase of 3.0% effective on that date.

Increases are not conditioned on the Hay System.

ARTICLE 18

JOB CLASSIFICATION SHEETS

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

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

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

ARTICLE 20

SICK LEAVE

1. Employees with one (1) or more years employment shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay. Employees must call in sick no later than the start of their shift or they will be docked a half (1/2) day.

2. Employees with less than one (1) year employment shall be entitled to one (1) sick leave days for each month worked.

3. Employees shall accumulate sick leave days from year to year to a maximum of 180 days. After reaching 180 days, unused sick leave shall be converted to vacation with one (1) day of vacation for every three (3) days of unused sick leave.

4. When an employee resigns in good standing after ten (10) years or more services with the County, or when an employee with ten (10) years or more service with the County loses seniority as a result of a layoff or the expiration of an approved medical leave of absence, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave days carried over from the previous calendar year. The employee shall also receive payment for one-twelfth (1/12) of the sick leave days credited to him/her at the beginning of his/her termination year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after

computing one-third (1/3) of the employee's accumulation of unused sick leave days there is less than one-half (1/2) day remaining, the employee shall not receive credit for this.

5. Except as elsewhere provided for in this Article, an employee who resigns or who is terminated shall not receive payment for any accumulation of unused sick leave days, regardless of his/her number of years of service with the County.

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

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

(1/2) day remaining, the employee shall not receive credit for this.

8. Unless otherwise excused by the Superintendent of Recycling, employees who call in sick the day after a pay day or the day before or day after a holiday will be required to produce a doctor's note demonstrating that the absence was due to the physical inability on the part of the employee to perform his/her assigned duties. However, an employee who calls in sick the day after a pay day will not be required to produce such a doctor's note if that sick day is the first such absence within a twelve (12) month period.

## ARTICLE 21

### HEALTH/LIFE/DEFERRED COMPENSATION BENEFITS

21.1 Employees will continue to receive the same health insurance benefits which are offered to other County employees, including any changes.

21.2 Retirement Benefit. Enrollment is automatic in the Public Employees Retirement System (PERS) following three (3) months of full time employment. Contributions are based on a percentage of salary, determined by age and are shared by the employee and the County.

21.3. Life Insurance. 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.

21.4. Deferred Compensation Program. Employees may participate in the County Deferred Compensation Plan in the manner set forth in the County Personnel Policy.

ARTICLE 22

GROUP INSURANCE AND PENSION

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

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



ARTICLE 23

UNIFORMS

The County shall provide five (5) shirts and five (5) pants to employees with seniority, which will be required to be worn and maintained by the employee. The shirts and pants will be replaced by the County on a normal wear and tear basis. The County also shall provide five (5) tee-shirts annually. The County will provide employee the choice of one set of insulated coveralls or one (1) winter jacket or one (1) light jacket every two years alternating between insulated coveralls or winter jacket and the light jacket. The County will provide raincoats and slush boots to all new employees with replacements on a normal wear and tear basis. Employees may substitute two lightweight coveralls in lieu of two shirts and two pants.

The county will reimburse employees, with seniority, annually for the purchase of work shoes meeting NJPEOSHA requirements at a cost up to \$70 per year.

All employees are required to wear uniforms including tee-shirts during their working hours.

Work gloves will be provided when needed.

ARTICLE 24

MILITARY LEAVE

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

ARTICLE 25

JURY DUTY

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

Employees released from jury duty prior to 2:00 p.m. shall report to work for the balance of their shift unless otherwise released by the Superintendent of Recycling (or as designated).

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 26

FUNERAL LEAVE

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.

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.

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 27

SPECIAL LICENSES

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.

ARTICLE 28

SUSPENSION OR REVOCATION OF LICENSE

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 29

COMPENSATION CLAIMS

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 or in the course of employment.

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.

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 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 30

SEPARABILITY AND SAVING CLAUSE

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



ARTICLE 31

SENIORITY

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.

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:

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.

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.

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.

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

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.

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.

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.

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.

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 was awarded the vacancy.

ARTICLE 32

LAYOFF AND RECALL

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

1. Employees with seniority under this Agreement shall be laid off by classification, with such layoffs being by order of inverse seniority within the classification from which the layoff occurs.

2. Equipment operators, Resource Drivers, and Equipment Maintenance Employees who were promoted to those positions after having worked as a Resource Recovery Worker and who are laid off pursuant to Paragraph 1 shall be entitled to displace a Resource Recovery Worker with less overall seniority by so notifying the County prior to the effective date of their layoff.

3. Except in emergencies, notice to the Union and the affected employees of such layoffs will be given at least seven (7) days before the scheduled layoff.

4. A laid off employee shall have preference for re-employment to the classification from which he or she was laid off for a period of one (1) year or his or her length of service, whichever is less.

5. The County shall recall laid off employees in the reverse order of the layoff. The County shall not hire from the open market while any employee has an unexpired term of preference for recall and has the immediate ability to perform all the requirements of the job classification.

6. Notice of recall 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 return to work, unless the County in its sole and unreviewable discretion elects to extend the date by which the employee must return to work. Employees so returning shall retain all prior seniority.

7. In the event of an emergency breakdown of machinery or equipment or other shutdown causes outside the County's control which, in the judgement of the County, would be of a temporary nature, employees directly affected may be temporarily laid off without regard to the above for a period not to exceed five (5) consecutive days of work.

ARTICLE 34

HOLIDAYS

1. During 1992, the County will pay each employee in an active status eight (8) hours for each of the following holidays (on days observed as such):

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
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

2. Beginning in 1993, the County will pay each employee in an active status eight (8) hours for each of the following holidays (on days observed as such):

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
Memorial Day	Christmas Day
Independence Day	

3. Beginning in 1993, the County will also pay eight (8) hours to each employee in active status for two (2) floating

holidays. 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.

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 the needs of the service. 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 March 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.

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

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.

7. 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 35

PERSONAL DAYS OF ABSENCE

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

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 the day business hours. In addition, 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. If possible, 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.

3. 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 36

NEW EMPLOYEES

The County will notify the Union's Chief Shop-Steward (or 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 37

BARGAINING UNIT WORK

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 38

EVALUATIONS

I. Objectives

The primary objective of performance appraisal is to make the County government more effective by increasing individual productivity and accountability. The purpose of the system is to communicate a clear statement of what is expected of an individual employee and to develop that employee in his/her current job and for career development.

II. Evaluation Period

A. At the beginning of the evaluation period, performance objectives and, when deemed appropriate, relative weight shall be established by the County with a written copy given to the employee.

B. Each March, the County will conduct annual performance evaluations of all employees covered by this agreement. Said evaluations, which will be in writing with a copy provided to the employee, shall note, when relevant, the following performance factors:

- Job knowledge
- Flexibility
- Independent Judgment
- Initiative
- Timeliness
- Work Quality
- Working Relationships

- Reporting on Work
- Public Responsiveness
- Safety
- Attendance and Punctuality

C. Each September of each year, the County also will meet with employees to conduct a progress review of performance which may, but need not, be reduced to writing unless the employee is deemed to be performing below satisfactory.

D. Where the County deems the performance of an employee to be below acceptable levels, the supervisor will confer with such employee at least once every three (3) months and when deemed appropriate, submit a formal interim evaluation and in so doing, shall set forth the deficiencies noted during the respective evaluation period and accordingly the improvement goals required to achieve standard or better performance. A copy shall be given to the employee.

E. If an employee is supervised by two or more persons during the evaluation period, due to change of assignment or transfer, the annual evaluation will be a combination of the evaluations conducted by each of the supervisors.

If the responsibilities or standards are changed or modified at any time during the year, a copy of the revisions shall be given to the employee.

ARTICLE 39

PERSONNEL FILES

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 Personnel Office.

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.

ARTICLE 40

LEAVES OF ABSENCE WITHOUT PAY

Section 1: Personal Leaves - Generally

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.

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.

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.]

Section 2: Family Leave

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. Section 3:

Extended Sick Leave

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.

1. 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.
2. An employee shall return to work promptly at the expiration of a leave without pay.
3. An employee shall request, in writing, any extension to a leave without pay prior to the expiration date of the original leave without pay.

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 his/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.

#### Section 4: Status of Benefits

##### 1. 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.

##### 2. Holidays

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

##### 3. Bereavement Leave

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

##### 4. 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.

5. 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.

6. 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 41

CASUAL EMPLOYEES

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.

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 42

TIME CLOCKS

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.

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.

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 43

FACILITIES

Effective with the occupancy of the new recycling facility, employees experiencing temporary illness, which occurs on the job, shall have access to the supervisors' office or such other area which shall be equipped with a couch or bed on which the employee can recline.

ARTICLE 44

LABOR MANAGEMENT MEETINGS

In order to promote harmonious labor management relations, the Union and the County will within sixty (60) days of signing this contract, meet in a labor-management meeting.

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

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

Additional labor management meetings may be held thereafter if mutually agreed to between the County and the Union.

ARTICLE 45

PRIVATIZATION

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 46

DURATION

This Agreement shall be in full force and effect through and including December 31, 1997 and shall continue from year to year thereafter unless written notice of desire to modify the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

THIS AGREEMENT entered into this \_\_\_\_\_ day of

\_\_\_\_\_ 1996 by and between

For the Communications  
Workers of America, AFL-CIO

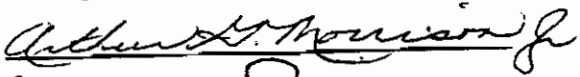
  
For the County of Somerset

ATTEST:

  
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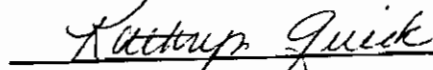
  
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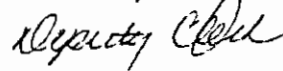
  
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Dated:

ATTEST:

  
\_\_\_\_\_

  
Deputy Clerk

Dated:

200999



SCHEDULE A

<u>TITLE</u>	<u>1996</u>	<u>1997</u>
Equipment Maint. Wrkr.	\$21,777 - \$27,001	\$22,431 - \$27,811
Equipment Operator	\$21,367 - \$23,364	\$22,008 - \$24,065
Resource Drivers	\$18,991 - \$23,315	\$18,991 - \$24,015
Resource Recovery Worker	\$16,204 - \$21,958	\$16,204 - \$22,616

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