

A G R E E M E N T

Between

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

and

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

**January 1, 2009
DECEMBER 31, 2011**

Covering Traffic Safety Employees

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article 1 Recognition of the Union	1
Article 2 Supervisors	2
Article 3 Dues Check-Off	2
Article 4 Probationary Period	3
Article 5 Inspection Privileges	3
Article 6 Union Bulletin Board	4
Article 7 Shop Steward	4
Article 8 Hours of Work and Meal Allowance	5
Article 9 Overtime Assignment	6
Article 10 Premium Pay	7
Article 11 Grievance Procedure	7
Article 12 Vacations	9
Article 13 Safety	11
Article 14 Notification of the Union	11
Article 15 Management Rights	11
Article 16 Job Classification Sheets	12
Article 17 Pay Day	12

Article 18	Sick Leave	12
Article 19	Health Care Insurance Program	12
Article 20	Group Insurance and Pension	13
Article 21	Uniforms	13
Article 22	Military	14
Article 23	Jury Duty	14
Article 24	Funeral Leave	15
Article 25	Special Licenses	15
Article 26	Suspension or Revocation of License	16
Article 27	Compensation Claims	16
Article 28	Protection of Rights	17
Article 29	Separability and Saving Clause	17
Article 30	Maintenance of Standards	18
Article 31	Seniority	18
Article 32	Layoff and Workforce Reduction.....	20
Article 33	Loss of Seniority	20
Article 34	Holidays	20
Article 35	Personal Days of Absence	21
Article 36	Salaries	21
Article 37	Termination	22
Appendix A		
Appendix B		
Appendix C		
Appendix D		

LABOR AGREEMENT

This AGREEMENT is entered into this April 13, 2010, by and between TEAMSTERS LOCAL No. 469 an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS "IBT" hereinafter referred to as the "UNION"; and the BOARD of CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, hereinafter referred to as the "EMPLOYER".

This effective date of this Agreement is January 1, 2009. The EMPLOYER and the UNION agree as follows:

ARTICLE 1

RECOGNITION OF THE UNION

1.1 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agency for all regularly employees non-supervisory blue collar and craft employees including senior electricians, electricians, mark-out technicians, principal traffic safety investigator, senior traffic technicians, traffic technicians, senior traffic investigators, traffic investigators, and safety-traffic investigators employed by the County of Somerset in the Division of Traffic Safety Services as provided for in PERC Certification of Representation Docket #RO-2008-048, dated April 8, 2008. Excluded are managerial executives, confidential employees and supervisor within the meaning of the act; professional employees, police, casual employees, white collar employees and all other employees employed by the Somerset County Division of Traffic Safety Services.

ARTICLE 2
SUPERVISORS

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

Article 3
DUES CHECK-OFF

- 3.1** The EMPLOYER agrees that it will, on the 15th of in each month, following receipt of written authorization from the employee, deduct the UNION dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 469 within ten (10) days after the dues are deducted.
- 3.2** After an employee has been employed for thirty-one (31) days, the EMPLOYER agrees, following receipt of written authorization from the employee to deduct the initiation fee in two (2) consecutive weekly payments and to transmit the same as set forth above. The UNION agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.
- 3.3** The UNION will furnish the EMPLOYER with a written statement of dues and initiation fees to be deducted.
- 3.4** The Employer acknowledges that the Union has the right to apply to the Public Employment Relations Commission (PERC) for the collection of representation fees in lieu of dues from all employees covered by this Agreement who do not authorize the deduction of full Union dues.
- 3.5** DRIVE: The County agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the County of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The

phrase 'weeks worked' excludes any week other than a week in which the employee earned a wage. The County shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's amount deducted from the employee's paycheck.

ARTICLE 4

PROBATIONARY PERIOD

4.1 All newly hired employees shall serve a probationary period of ninety (90) calendar days. The County may extend the probationary period for up to an additional ninety (90) calendar days with the approval of the Union. The Union's approval of such extension shall not be unreasonably withheld. During this probationary period the County reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement. Any other employee who has been promoted through the ranks shall serve a ninety (90) day probationary period whereby he/she shall have the right to return to his/her original rank and pay if they don't fulfill the requirements of the newly classified job.

ARTICLE 5

INSPECTION PRIVILEGES

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

ARTICLE 6
UNION BULLETIN BOARD

6.1 The EMPLOYER agrees to provide space for a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the UNION on such bulletin boards are to be confined to official business of the Teamsters union. The County further agrees the type of board provided shall be the type which can be locked and all keys shall be in the possession of the Shop Steward. If anything objectionable to the County is posted, both the Union and the County will discuss the item and attempt in good faith to agree on how to handle such item. If unresolved, it will be removed.

ARTICLE 7
SHOP STEWARD

7.1 The Employer agrees to allow the Union to designate a shop steward and an alternative shop steward.

7.2 The authority of the shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The transmission of such messages and information which shall originate with and are authorized by, the local Union or its officers provided such messages and information:
 - (i) have been reduced to writing; or
 - (ii) have not reduced to writing, are of a routine nature, and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Employer's business.
3. All time spent by the shop steward or the alternate on such activities shall

be during regular work time, except as otherwise set out in this provision.

4. The shop steward and the alternate have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of the shop steward and the alternate and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the shop steward or the alternate takes unauthorized strike action, slow down or work stoppage, or any other action in violation of this Agreement.

5. The shop steward shall be permitted to conduct an investigation of each grievance brought pursuant to this Agreement. The shop steward or the alternate shall be compensated for any time spent adjusting grievances with the Employer and at any hearing pursuant to the grievance procedure outlined in this Agreement, limited to regularly scheduled hours of work, at full straight-time hourly rate.

ARTICLE 8

HOURS OF WORK AND MEAL ALLOWANCE

8.1 The EMPLOYER agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive.

8.2 The EMPLOYER reserves the right to change the hours of work under the following conditions: The EMPLOYER shall give the UNION three days notice. Such notice shall identify the work or project to be undertaken and the employees who will be required to work and shall be for a minimum period of one (1) day.

8.3 The EMPLOYER shall allow a one-half (1/2) hour unpaid lunch period each day.

8.4 The EMPLOYER agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work. In

cases of emergency work (i.e., snow storms) the employee will be entitled to a lunch period every four (4) hours.

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

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

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

8.8 The EMPLOYER agrees to guarantee an employee a minimum of four (4) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or a holiday.

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

ARTICLE 9

OVERTIME ASSIGNMENT

9.1 Overtime shall be offered on a rotating basis. A list of names prepared in order of date of employment of all members of bargaining unit shall be posted.

ARTICLE 10
PREMIUM PAY

The EMPLOYER agrees to pay premium wages in accordance with the following rules:

10.1 One and one-half (1-1/2) times the straight time hourly rate shall be paid for:

- a) All hours in excess of 40 (forty) in a given workweek.
- b) All paid for absences count as time worked in computing premium pay.
- c) All hours worked on any holiday in addition to eight (8) hours straight time.

10.2 Opportunity to earn premium pay shall be rotated pursuant to Article 9 with the intention to achieve equalization of premium pay earnings.

10.3 Double time shall be paid for all time worked on the following holidays:
Thanksgiving Day, Christmas Day and New Years Day.

10.4 If the County is closed due to an emergency, employees working during this time will be paid double time for their regular shift hours and time and one half (1/2) for all other hours.

ARTICLE 11
GRIEVANCE PROCEDURE

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

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

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

Step 1: The aggrieved employee or employees must present the grievance in writing to the Supervisor through the shop steward within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in the case of a violation of wage provisions of this Agreement.

If a satisfactory settlement is not reached with the foreman within six (6) working days, the grievance may be appealed to Step 2. Such appeal must be made within ten (10) working days.

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

Step 3: At Step 3, the grievance shall be presented in writing to the Director of Public Works or designee. The Director shall call a meeting no later than ten (10) working days from the receipt of the grievance to review the evidence with the grievant, a representative of Teamsters Local Union No. 469, the and the shop steward or alternate. The written decision on the grievance must be made within ten (10) working days of the meeting.

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

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

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

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

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

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

ARTICLE 12

VACATIONS

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

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

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

12.3 Newly hired employees

A. If an employee is hired before July 1 of a given year, he/she shall be eligible for a

vacation during the remainder of said year. Depending upon the hourly schedule an employee works, a full-time employee shall earn up to eight (8) vacation hours at full pay for each full month of service during the remainder of the calendar year in which employee shall not exceed eighty (80) working hours.

This provision only applies to new hires and not to promoted and or transferred employees.

- B. During the remainder of the calendar year in which employed, an employee may use vacation hours only as earned; however, no vacation hours may be taken until an employee has completed six months of service.
- C. If an employee is hired on or after July 1 of a given year, he/she shall not be eligible for a vacation during the remainder of said year. The employee also shall not earn vacation during the remainder of said year.
- D. At the beginning of the following calendar year, the employee shall be credited with vacation hours in accordance with the schedule above.

12.4 Vacation may be scheduled throughout the calendar year with the approval of the Supervisor or his/her designee. Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

12.5 In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive their Holiday pay and will not be charged for a vacation day.

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

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

ARTICLE 13

SAFETY

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

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

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

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

ARTICLE 14

NOTIFICATION OF THE UNION

14.1 The EMPLOYER will provide the names and address on all employees to the UNION.

ARTICLE 15

MANAGEMENT RIGHTS

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

ARTICLE 16
JOB CLASSIFICATION SHEETS

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

ARTICLE 17
PAY DAY

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

ARTICLE 18
SICK LEAVE

18.1 Sick entitlement shall be provided as per Division of Human Resources Policy and Procedures Manual (see Appendix A).

ARTICLE 19
HEALTH CARE INSURANCE PROGRAM

19.1 The County will continue to cover those employees in the County Health Benefits Program. Employees will continue to contribute a portion of their annual salaries toward the cost of health benefits coverage and shall continue to be responsible for co-payments for medical services in accordance with the 2009 Health Benefits Policy attached as Appendix D to this agreement. Notwithstanding anything else in the agreement to the contrary, should the County change in any respect the

health and dental benefits provided to other County employees, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement, but the percentage of contributions to costs of health benefits and co-payments for medical services set forth in Appendix D will not increase for the duration of this agreement.

19.2 Effective the date of final ratification of this agreement, employees will contribute a portion of their annual salaries towards the cost of health benefit coverage, including co-pays, according to the 2009 Health Policy attached as Appendix D of this agreement. It is understood that the County will not increase the percentage contribution or co-pays set forth in Appendix D for the life of this contract.

19.3 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.

ARTICLE 20

GROUP INSURANCE AND PENSION

20.1 Each employee shall be enrolled for all benefit entitlements provided by the Division of Pensions and Benefits of the State of New Jersey.

20.2 Pension benefits shall be based on regular wages.

ARTICLE 21

UNIFORMS

21.1 The EMPLOYER shall provide the following:

- A. Five (5) sweatshirts every other calendar year
- B. Five (5) pants every other calendar year

- C. Five (5) tee shirts each calendar year
- D. Five (5) staff shirts every other calendar year
- E. Choice of one (1) of the following every other calendar year:
 - 1. Insulated coverall or overall
 - 2. Winter Jacket
 - 3. Light Weight Jacket

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

21.3 The EMPLOYER will reimburse supervisors for the purchase of one (1) pair of safety shoes (meets ANSI specifications) up to a cost of \$100.00 (after the proper submission of a receipt and matching the SKU number off the box) each calendar year and reimbursement for a second pair of safety shoes (meets ANSI specifications) upon approval of the Supervisor of Roads and Bridges on a normal wear and tear basis for up to \$100.00 (after the proper submission of a receipt and matching the SKU number off the box).

21.4 All employees are required to maintain and wear uniforms during their working hours.

21.5 Work gloves will be provided when needed.

ARTICLE 22

MILITARY LEAVE

22.1 Employees are granted military leaves of absence in accordance with all applicable Federal and States laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. 4301 et seq. and N.J.S.A. Titles 38 and 38A. When Federal law provides greater rights and benefits than State Law, Federal Law will be applied. When State law provides greater rights and benefits than Federal, State law will be applied.

ARTICLE 23

JURY DUTY

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

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

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

ARTICLE 24

FUNERAL LEAVE

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

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

24.3 The EMPLOYER may request submission of proof.

ARTICLE 25

SPECIAL LICENSES

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

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

ARTICLE 26

SUSPENSION OR REVOCATION OF LICENSE

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

ARTICLE 27

COMPENSATION CLAIMS

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

course of employment.

27.2 In the event that an employee is injured on the job, the EMPLOYER shall pay such employee guaranteed wages for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guaranteed on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive regularly hourly rate of pay for such time.

ARTICLE 28

PROTECTION OF RIGHTS

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

ARTICLE 29

SEPARABILITY AND SAVING CLAUSE

29.1 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 30
MAINTENANCE OF STANDARDS

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

ARTICLE 31
SENIORITY

31.1 There shall be two forms of seniority:

- A. Bargaining Unit Seniority
- B. Classification Seniority

31.2 Bargaining Unit Seniority shall be defined to mean a total of all periods of employment within a particular classification.

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

31.4 Bargaining Unit Seniority shall prevail in all matters where a preference may be exercised except as otherwise provided for in this Agreement.

Promotions

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

31.7 Notice of all permanent job vacancies shall be posted on all bulletin boards and will include job title, labor grade, a brief description of job duties and associated skills required. The posting period shall be three (3) working days.

31.8 All bids shall be made in writing to the EMPLOYER.

31.9 Only those employee(s) who bid for the job during the posting period shall be considered for the job.

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

a. First, to the most senior qualified employee(s) in the department where the vacancy exists. If there are none, then,

b. Second, to the most senior qualified employee(s) in the remaining departments. If there are none, then Third, new hires.

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

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

31.13 The UNION and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job.

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

Demotions

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

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

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

ARTICLE 32
LAYOFF AND WORKFORCE REDUCTION

32.1 Layoff and Workforce Reduction shall be conducted in accordance with Division of Human Resources Policy and Procedures Manual (appendix B and C)

32.2 **A Laid-off employee shall have preference for re-employment for a period a two (2) years.**

ARTICLE 33
LOSS OF SENIORITY

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

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work within Article 32 of this agreement.

ARTICLE 34
HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day

Memorial Day
Independence Day

Friday After Thanksgiving
Christmas Eve Day
Christmas Day

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

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

ARTICLE 35

PERSONAL DAYS OF ABSENCE

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

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

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

ARTICLE 36

SALARIES

36.1 The County and the Union agree that all employees covered by this agreement shall remain in the Hay system. Unit employees on the County's payroll as of the date this agreement is ratified by the Somerset County Board of Chosen Freeholders and who did not receive an annual performance evaluation rating of "unsatisfactory" shall receive the following wage increases:

- A. County Compensation Policy, (3.0%) three percent added to base retroactive to January 1, 2009
- B. January 1, 2010, County Hay Compensation Policy
- C. January 1, 2011, County Hay Compensation Policy with a guarantee floor of at least one and one half percent (1 ½%)

ARTICLE 37
TERMINATION

37.1 This Agreement shall be full force and effect from January 1, 2009 to and including December 31, 2011 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

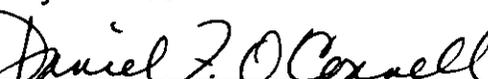
IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement as approved Memorandum of Agreement approved by the Somerset County Board of Chosen Freeholders on 4/13, 2010, to be effective as of January 1, 2009.

FOR THE UNION

By: 
Fred Potter
President Teamster Local 469

Date: March 22, 2010

County Counsel

By: 

Date: 3/26/10

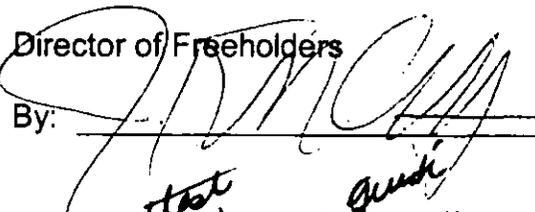
Union Committee

By: 

By: _____

By: _____

Director of Freeholders

By: 

*attest
Katherine Quirk
dir. Clerk*

SICK LEAVE

Policy

Section 1. General

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

SICK LEAVE

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

Section 2. Accrual of Sick Leave Days

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

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

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

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

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

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

SICK LEAVE

Section 4. Accumulation of Sick Leave

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

Section 5. Payment for Accumulated Sick Leave

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

Procedure

Section 1. Notification of Sick Leave Use

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

SICK LEAVE

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

Section 2. Physician's Statement

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

Section 3. Physical Examinations

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

Section 4. Recording Sick Leave Use

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

LAYOFF

Policy

Section 1. Layoff

- A. When a situation exists where there are program or budget cuts, program shifts, consolidation of functions, or lack of work, it may require 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.
- B. Once Human Resources is notified of a pending layoff by the Board, Human Resources shall notify the affected employees and attempt to transfer or reassign these employees. Employees shall be laid off in inverse order of their length of service within each affected job classification within a particular division. All temporary, probationary, and provisional employees, in that order, shall be laid off before any regular employee.
- C. The County shall not hire a new employee in a job classification until all laid-off employees in said job classification have been recalled to work. This shall not apply if an employee has been laid off for longer than six months.

Section 2. Employee Status During Layoff

For the purpose of computing a regular or provisional employee's total length of service with the County, a period of layoff of up to six months shall not be considered a break in service, and the employee shall be able to accumulate service credit during the layoff. The layoff of a temporary or probationary employee shall be considered a break in service, and the employee shall not be able to accumulate service credit during the layoff.

Section 3. Status of Benefits

A. Holidays

An employee on layoff shall receive no pay for any holidays observed by the County during the period of layoff.

B. Vacation

When an employee is laid off after having completed at least six months of service with the County, he/she shall receive payment for his/her accumulation of unused vacation days carried over from the previous calendar year. The employee shall also receive payment for 1/12 of the vacation days credited to him/her at the beginning of the year in which he/she is laid off, 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 date worked is on or after the 15th of a given month, he/she shall receive credit for said month.

C. Sick Leave

When an employee is laid off before having completed at least ten years of service, he/she shall not receive payment for any accumulation of unused sick leave days. When an employee is laid off after having completed ten years or more of service, he/she shall not receive payment for any accumulation of unused sick leave days at the time of layoff, but shall receive payment for one-third of them (as described in the Sick Leave Policy) if and only if the employee is not recalled or reemployed by the County within six months of the date of layoff and the employee's services are then terminated.

D. Personal Leave

The status of an employee's personal leave shall not be affected while the employee is on layoff; however, the employee shall not be eligible to use any while on layoff.

E. Bereavement Leave

An employee on layoff shall not be eligible for bereavement leave.

F. Health Benefits

An employee on layoff shall have his/her group health benefits coverage continued at the expense of the County for the first month following the day of layoff. Thereafter, the employee shall be notified by Human Resources to continue their benefits through COBRA (for COBRA definitions see Health Benefits, Section 8, Termination).

G. Dental Benefits

Dental coverage will cease on the first of the month one month following the day of layoff. Employees will be notified by Human Resources. (See Health Benefits, Section 9 for COBRA explanation).

H. Life Insurance

An employee on layoff shall have his/her group life insurance continued at the expense of the County for a period of 93 calendar days from the date of layoff. Thereafter, the employee may contact the Prudential Insurance Company to convert his/her life insurance to an individual policy.

I. Pension

An employee on layoff may not purchase pension credit while on layoff and may either leave his/her contributions in the system for

LAYOFF

up to two years or may withdraw them.

Section 4. Recall

In the event that work increases or as funds become available, the Board of Chosen Freeholders shall determine the number of persons in each job classification in each division that are to be recalled. Employees shall be recalled from layoff in the reverse order in which they were laid off, by job classification, within the division in which the employee was working at the time of layoff.

Section 5. Re-employment

Laid off employees shall be considered for vacancies in the following order:

- A. In order of length of service by job classification held by an employee at the time of layoff, within any division having a vacancy in said job classification.
- B. In order of length of service to a job classification for which an employee is qualified, within the division in which the employee was working at the time of layoff.
- C. In order of length of service to a job classification for which an employee is qualified, within any division having a vacancy in said job classification.

Section 6. Termination

If the County is unable to place a laid off employee into a County position, via recall or reemployment, within six months from the date of layoff, the employee's services shall be terminated. The date of termination shall be six months from the date of layoff and the termination shall be considered to be in good standing. Any monies due an eligible regular or provisional employees for sick leave or accrued shall be paid to him/her at this time.

Section 7. Employee Status Upon Recall

A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain his/her regular or provisional status and shall receive credit for both the period of service preceding the layoff as well as for the period of the layoff. A temporary or probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall receive credit for the period of service preceding the layoff but shall not receive credit for the period of the layoff.

LAYOFF.

Section 8. Status of Benefits Upon Recall

- A. A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall continue his/her probationary period and shall receive benefits due a probationary employee.

Section 9. Employee Status Upon Reemployment

An employee who is reemployed by the County within six months of the date of layoff shall be reemployed at their former status unless assigned to a different position.

Section 10. Status of Benefits Upon Reemployment

- A. A regular or provisional employee who is reemployed by the County within six months of the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff, regardless of the fact that the employee shall be subject to the probationary period. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is reemployed by the County within six months of the date of layoff shall receive benefits due a probationary employee.

Procedure

Section 1. Layoff

- A. When it is apparent that a layoff may become necessary, Human Resources shall meet with the Division Head and review the status and qualifications of those employees likely to be affected by the layoff and establish the date layoffs will occur.
- B. Human Resources shall notify the affected employees of layoff by certified mail, outlining the date upon which the employees will be laid off and reason for the action. Employees so affected will receive one month's notice.

LAYOFF

- C. Human Resources shall attempt to place the affected employees, on the basis of qualifications and length of service and performance, into other County positions, via transfers, reassignments, or promotions.
- D. Any monies due an employee for unused vacation time shall be computed and included in the employee's final paycheck.

Section 2. Recall

- A. The names of all employees who are laid off shall be kept on an active recall list for a period extending six months from the date of layoff.
- B. In the event of recall, Human Resources shall notify an affected employee by certified mail, sending the notice of recall to the employee at his/her last known address.
- C. An employee who cannot report for work on the date outlined in the notice of recall should notify Human Resources prior to that date to see if other arrangements can be made. If an employee fails to report for work on the date outlined in the notice of recall and fails to notify Human Resources as described above, he/she shall be considered to have resigned. Such resignation shall not be considered to be in good standing.

Section 3. Reemployment

- A. The names of all employees who are laid off shall be kept on an active reemployment list for a period extending six months from the date of layoff.
- B. When a vacancy becomes available, laid-off employees shall be considered by Human Resources in the order described previously in this policy. Human Resources shall review the qualifications of the laid-off employees whose names are on the reemployment list to determine if there are any who possess the necessary qualifications. Those who do shall be notified of the vacancy and asked if they are interested. If interested, appropriate interviews shall be scheduled by Human Resources.

Section 4. Termination

If, after a six-month period of layoffs, an employee has not been recalled or reemployed by the County, Human Resources shall complete the necessary forms to terminate the employee. Human Resources shall notify the affected employee of termination by certified mail, and the Treasurer's Office shall send the employee a check for any monies due him/her for sick leave or accrued vacation by certified mail.

WORKFORCE REDUCTION

Policy

Section 1. Workforce Reduction

- A. In order to respond readily to changing economic conditions, new opportunities for improvements, and increased need to enhance the quality and efficiency of its programs, some positions must be discontinued or transformed. This policy allows for the discontinuation of positions resulting from a management decision that reduction in the work force is necessary or that work functions should be eliminated or changed.**
- B. Determination of positions to be discontinued will be made by management of the affected division, with a written statement of justification submitted to the Board of Chosen Freeholders for approval. When skills, abilities and performance of employees necessary to meet the current and prospective operations requirements are deemed by the management to be substantially equal, then length of service within the County will be considered among the factors in selecting positions for discontinuation.**
- C. The period of notice of workforce reduction will be no less than 60 calendar days, such period beginning with the date of delivery of the written notice to the employees and ending with the employee's last day of work.**
- D. The Division of Human Resources and the employee whose position is being discontinued will work together to identify current job openings within Somerset County that the employee may be qualified for.**
- E. An employee who has been reduced in force and who does not obtain another job in Somerset County by the effective date of the workforce reduction may be eligible for severance pay when separated, provided they are a regular, fulltime employee and have six months or more of continuous service with the County immediately prior to the workforce reduction.**

2009 HEALTH POLICY

- Coverage criteria 2009: effective January 1, 2009, all positions.

- Coverage Policy 2009: all employees falling within coverage criteria and receiving medical benefits will contribute annually:
 - For employees with salaries below \$40,000:
\$300
 - For employees with salaries above \$40,000:
1.0% of salary in excess of the first \$40,000 of annual salary, plus \$300
 - For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$40,000 of annual salary, plus \$300
 - For employees with salaries above \$100,000:
2% of salary in excess of the first \$40,000 of annual salary, plus \$300
 - Medical service co-pays are \$20.00 per visit.
 - Prescription co-pays are \$20.00 for brand name prescriptions and \$15.00 for generic prescriptions.

IMPORTANT NOTE: We will be requiring all employees to re-enroll in the County's health plan in 2009. During the re-enrollment period, each employee will be required to provide proof of eligibility for all covered family members. Further announcements will be made during the year with regards to timing and specific requirements.

Appendix D