

AGREEMENT

Between

THE BOARD OF CHOSEN FREEHOLDERS
THE COUNTY OF SOMERSET

and

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

2018-2020

Covering Roads and Bridges Supervisors

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article 1 Recognition of the Union	1
Article 2 General Foreperson	1
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	6
Article 9 Overtime Assignment	7
Article 10 Premium Pay	8
Article 11 Grievance Procedure	9
Article 12 Vacations	11
Article 13 Safety	13
Article 14 Notification of the Union	13
Article 15 Management Rights	14
Article 16 Job Classification Sheets	16
Article 17 Pay Day	16
Article 18 Sick Leave	16
Article 19 Health Care Insurance Program	17
Article 20 Group Insurance and Pension	17
Article 21 Uniforms	18
Article 22 Military	19
Article 23 Jury Duty	19
Article 24 Funeral Leave	20
Article 25 Special Licenses	21
Article 26 Suspension or Revocation of License	22
Article 27 Compensation Claims	22
Article 28 Protection of Rights	23
Article 29 Separability and Saving Clause	23
Article 30 Maintenance of Standards	23

Article 31	Seniority	24
Article 32	Layoff and Recall	25
Article 33	Loss of Seniority	26
Article 34	Holidays	26
Article 35	Personal Days of Absence	27
Article 36	Salaries	27
Article 37	Termination	28
Appendix A	SICK LEAVE POLICY	
Appendix B	LAYOFF POLICY	
Appendix C	WORKFORCE REDUCTION AND POSITION ELIMINATION POLICY	
Appendix D	2015 HEALTH BENEFITS POLICY	

LABOR AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2019 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".

The effective date of this Agreement is the date of ratification. 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 employed foreperson and assistant foreperson employed by the County of Somerset in the Division of Roads and Bridges as provided for in the PERC Certification of Representation Docket #RO-2008-049, dated March 13, 2008. Excluded are managerial executives, confidential employees and nonsupervisory within the meaning of the Act, professional employees, craft employees, police, casual employees, general foreperson employees and all other employees employed by the Somerset County Division of Roads and Bridges.

ARTICLE 2

GENERAL FOREPERSON

- 2.1. General forepersons will not perform bargaining unit work so as to deny employees overtime.

ARTICLE 3

DUES CHECK-OFF

- 3.1. The Employer agrees that it will, on the fifteenth (15th) of each month, following receipt of authorization from the employee, deduct the UNION dues from the pay of each employee and transmit 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 the dues and initiation fees to be deducted.
- 3.4. 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 Employer 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 Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement. 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 do not fulfill the requirements of the newly classified job.

ARTICLE 5

INSPECTION PRIVILEGES

- 5.1. Providing prior written 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 Employer further agrees that 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 Employer is posted, both the Union and the Employer 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 been reduced to writing, are of a routine nature, and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Employer's business.

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, providing notice of such investigation is provided to the Supervisor of Roads and Bridges or his/her designee. 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.

- 7.3. The Employer agrees to grant the necessary time off (not to exceed two consecutive days) without loss of pay to the Shop Steward and Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National conventions or seminars of the Local Union. Such time off as herein described is not to exceed two (2) events in any calendar year. In the event the event is longer than two (2) days, the County Director of Public Works shall have the discretion to grant the additional time off.

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.
 - 8.1.1. All bargaining unit employees are considered essential during county emergencies.
- 8.2. The Employer reserves the right to change the hours of work under the following conditions: The Employer shall give the Union at least three (3) 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 fourteen dollars (\$14) 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 work day and an employee is at work and not called in and handles the emergency, then he/she shall not receive the minimum hours of pay.
- 8.8. The Employer agrees to guarantee the 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. Compensatory time will be granted as per the following:

- A. Each member of the unit can accumulate twenty-four (24) hours of compensatory time (This equates to sixteen (16) hours of time worked, banked at the rate of one and one-half (1 ½)) .
- B. Compensatory time shall be accumulated annually at the overtime rate and may not be carried over into the next calendar year.
- C. An eligible and authorized employee who elects to receive compensatory time in lieu of overtime pay must advise the timekeeper at the time the overtime is worked.
- D. Any accumulated compensatory time not scheduled prior to November 30 of each year shall be converted to a cash payment and paid in the last paycheck of the calendar year.
- E. During the month of December, any employee working overtime shall receive a cash payment for overtime hours.
- F. Compensatory time shall be scheduled with the prior approval of the Scheduling Supervisor or his/her designee at least three (3) days in advance.
- G. Compensatory time shall be utilized in blocks of no less than four (4) hours.

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. Each time there is an opportunity for overtime, the General Foreperson shall first call the person whose name appears below the name last called.
- 9.2. Each General Foreperson shall periodically post the overtime hours which have been worked.

ARTICLE 10
PREMIUM PAY

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

- 10.1. One and one-half (1 ½) times the straight time hourly rate shall be paid for:
 - a) All hours in excess of forty (40) in a given work week.
 - 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 work on the following holidays: Thanksgiving Day, Christmas Day and New Years Day, in addition to eight (8) hours of straight pay.
- 10.4. When a Freeholder Action Day occurs, employees will receive time and one half (1 ½) for all hours worked, in addition to their regular pay. Note: Article 8.1.1 of the contract states that all employees of this unit are essential. Any employee that does not report to work will be required to use their leave time.

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 General Foreperson 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 General Foreperson's decision shall then be reviewed by the Division Head who shall respond in writing within ten (10) working days. If a satisfactory settlement is not reached in that time, the Division Head's decision may be appealed to the Director of Public Works or 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 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 the decision of the Director of Public Works or designee was due or 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 employee 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.

TOTAL EMPLOYMENT	VACATION
-----SENIORITY-----	-----ENTITLEMENT-----
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-four (144) work hours
More than twenty (20) years but less than twenty-five (25) yrs on July 1	One hundred sixty (160) work hours
More than twenty-five (25) yrs 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 (6) 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 General Foreperson. 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.
- 12.8. If an employee wishes to be considered for overtime work during a scheduled vacation, the employee must contact the General Foreperson of Roads and Bridges or their designee to declare their availability and willingness to work overtime. It is understood that during emergent situations, an employee utilizing vacation time will be contacted.

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 General Foreperson or designee. The General Foreperson or delegate will either determine and advise how the work can be performed safely or will stop the work.
- 13.3. In the event the employee disagrees with the decision of the General Foreperson or delegate as to the safety of the working conditions, the General Foreperson 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 of Roads and Bridges.

ARTICLE 14

NOTIFICATION OF THE UNION

- 14.1. The Employer will provide the names and other information on all employees to the Union.

ARTICLE 15

MANAGEMENT RIGHTS

15.1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the following rights:

- A. The executive management and administrative control of the County, its properties, facilities and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
- B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.
- C. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and the Association.
- D. To hire all employees, whether permanent, temporary or seasonal; and to promote, transfer, assign or retain employees.
- E. To set rates of pay for temporary or seasonal employees.
- F. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.
- G. Nothing contained herein shall prohibit the employer from contracting out any work.

- H. To lay off employees in the event of lack of funds or other conditions where continuation of such work would be inefficient and nonproductive.
- 15.2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and of the United States.
- 15.3. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under any national, state, county or local laws or regulations. Management rights shall be subject to the provisions of the collective negotiations agreement as determined to be mandatorily negotiable by law.
- 15.4. An employee charged or convicted with an offense that violates the public trust can be suspended without pay immediately at management's discretion. If the employee is found to have not committed any breach of the public trust, any lost pay will be restored. If the employee is found to be guilty, discipline will be administered, up to and including termination.

ARTICLE 16

JOB CLASSIFICATION SHEETS

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

ARTICLE 17

PAY DAY

- 17.1. All employees will be paid semi-monthly on the 15th and last day of each month. The County reserves the right to switch to a bi-weekly pay schedule and will provide employees with notice prior to making any change.

ARTICLE 18

SICK LEAVE

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

ARTICLE 19

HEALTH CARE INSURANCE PROGRAM

- 19.1. The County will continue to cover those employees in the County Health Benefits Program. Notwithstanding anything else in the agreement to the contrary, should the County change in any respect the health and dental benefits provided to all other County employees and corresponding employee contributions, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.
- 19.2. Effective upon ratification, employees will follow the 2015 Health Policy attached as Appendix D of this document.
- 19.3. All employee contributions are subject to statutory governance under P.L. 2011, Chapter 78, with a minimum 1.5% premium contribution pursuant to P.L. 2010, Chapter 2 or the employee's rate of contribution under the 2011 Somerset County Health Policy, whichever is greater.
- 19.4. Employees hired up to and including July 31, 2009 will receive lifetime health medical benefits at the 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. Three (3) shirts or sweatshirts every calendar year.
 - B. Three (3) pants every calendar year.
 - C. A choice of either:
 - i. Five (5) t-shirts every calendar year
 - ii. Two (2) long-sleeve t-shirts
 - iii. One (1) t-shirt and one (1) zip sweatshirt
 - D. Three (3) staff shirts every 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
 - One (1) sleeveless vest
- 21.2. The Employer will provide raincoats and slush boots to all new employees.
- 21.3. The Employer will reimburse for the purchase of safety shoes (steel-toed) or winter boots up to a cost of \$250 each calendar year. (All submissions require a proper receipt identifying the purchase and the original box and SKU). The Employer shall reimburse employees for a second pair of shoes/boots on a normal wear and tear basis, provided the cost of such reimbursement does not exceed the total \$250 annual allotment for shoes/boots. There shall be no carry-over to the next year of any funds for shoes/boots remaining on December 31 of each contract year.
- 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 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 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.
- 23.4. Employees released from Jury Duty prior to 11 a.m. must report to work for the balance of their shift.

ARTICLE 24
FUNERAL LEAVE

- 24.1. The Employer agrees to grant an employee up to five (5) working days leave with full pay as funeral leave when a death occurs in the employee's immediate family.
- 24.2. Immediate family shall be limited to: father, mother, father-in-law, mother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, great grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, or a step or half relation of a similar nature. In the event of the death of other relatives or in-laws, an employee may request a vacation day(s), personal day(s) or a leave without pay. Temporary employees shall not be eligible for bereavement leave.
- 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, and to annual physical examinations to ensure continued qualification for their positions. It is mutually recognized and agreed that these requirements are consistent with the requirements under federal law, and are not subject to modification through negotiations between the parties. The Employer will pay for the difference in the fee between the cost for the grant or renewal of a CDL as compared with a regular driver's license.
- 25.3. Unit members who receive the prior written approval of the Supervisor or Roads and Bridges to obtain a CPA license, and actually obtain and hold the license, will receive a one-time salary adjustment of \$2,884, effective the date the license is issued

ARTICLE 26

SUSPENSION OR REVOCATION OF LICENSE

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

ARTICLE 27

COMPENSATION CLAIMS

- 27.1. The Employer and the employee agree to cooperate towards 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 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 regular 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 SAVINGS 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 (2) 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 this bargaining unit.
- 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.
- 31.5. Structure of the Bargaining Unit:

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

 - 1. Road Department
 - 2. Bridge Department

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) work days.
- 31.8. All bids shall be made in writing to the Employer.
- 31.9. Only those employees 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,

c. 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 the thirty (30) day trial period, such employee shall be given his former position without any loss of seniority or pay.

31.12.1. In the event a qualified employee is temporarily transferred to General Foreman and performs the duties of that title, the employee shall receive an additional twenty-four dollars (\$24.00) per day, or twelve dollars (\$12.00) per half day, for their work in higher title.

Demotions

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

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

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

ARTICLE 32

LAYOFF AND RECALL

32.1. Layoff and Workforce Reduction shall comply with Division of Human Resources Policies and Procedures Manual Appendix B and C.

32.2. A laid-off employee shall have preference for re-employment for a period of 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	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving 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 twenty-four (24) hours' advance notice as to which days will be taken, except in 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 Employer and the Union agree that all employees covered by this Agreement shall remain in the Hay system. Unit employees on the County payroll on the date this collective bargaining agreement is approved by the Somerset County Board of Chosen Freeholders will receive the following wage increases:
 - A. January 1, 2018: All employees will receive a two percent (2.0%) increase. Additional pay increases in addition to the regular increase are as follows:
 - Michael Rinaldo: \$41
 - Richard Wylie, John Lajda, Glen Jerzak and George Roach: \$129
 - Daniel Papcun: \$1,000
 - B. January 1, 2019: one and one-half percent (1.5%) or the county compensation policy, whichever is higher. Additional pay increases in addition to the regular increase are as follows:
 - Daniel Papcun: \$1,000
 - C. January 1, 2020: one and one-half percent (1.5%) or the county compensation policy, whichever is higher. Additional pay increases in addition to the regular increase are as follows:
 - Daniel Papcun: \$1,000

ARTICLE 37

TERMINATION

This Agreement shall be in full force and effect from January 1, 2018 to and including December 31, 2020 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 by the Somerset County Board of Chosen Freeholders on _____, 2019 to be effective as of January 1, 2018.

FOR THE UNION

By: [Signature]
President Teamster Local 469

Date: 9.23.19

Union Committee

By: B. C. D. S. -

Date: 9-23-19

By: _____

Date: _____

Somerset County Freeholder Director

By: [Signature]

Date: 10/8/2019

attest
[Signature]
Kathryn Quick
Somerset County Deputy Clerk
Board of Chosen Freeholders

SOMERSET COUNTY

Sick Leave



Chapter #: V	Chapter Title: Time and Leave	# of Pages: 5
Date Created: Date Reviewed: June 2017 Date Revised: November 2018		Approved by: Board of Chosen Freeholders
Resolution Number: 17-643 Resolution Number: 18-1253		Resolution Date: August 22, 2017 Resolution Date: December 18, 2018

Policy **Section 1. General**

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 employees to take proper care of themselves and their families, to discourage coming to work with illnesses which could be complicated or which could be contagious and to meet their obligations for dependent, spousal or parental care, and to comply with N.J. P.L. 2018, C.10, a system of paid Sick Leave hours for these absences has been established.

- A. For the purpose of this policy, the accrual period will be considered to be the calendar year (January 1 through December 31).
- B. Sick Leave may only be used for:
 1. Time needed for diagnosis, care, treatment of, or recovery from, the employee's own mental health or physical illness, injury or other adverse health condition, or for preventive medical care for the employee.
 2. Time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member.
 3. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the absence is to allow the employee to obtain for the employee or the family member:
 - a. medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence;
 - b. services from a designated domestic violence agency or other victim services organization;
 - c. psychological or other counseling; relocation; or
 - d. legal services, including obtaining a restraining order preparing for, or participating in, any civil or criminal legal proceeding relating to the domestic or sexual violence.

Appendix A

4. Any absence during which the employee is not able to work because of the closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others.
 5. Time needed in connection with the child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's condition or disability.
- C. For purpose of this policy, "family member" means children, grandchildren, current sons-in-law, current daughters-in-law, or step or half relations of a similar nature, or any other relationship authorized in accordance with P.L. 2018, C.10.
- D. When an employee uses Sick Leave for a period of five (5) consecutive work days or longer, the employee must provide reasonable documentation that the Sick Leave is being taken for the purposes permitted under Section 1, Paragraph B above.
1. If the leave is permitted under items 1 or 2 above, documentation signed by a health care professional who is treating the employee or the employee's family member indicating the need for leave, and, if possible, expected duration of the leave needed.
 2. If the leave is permitted under item 3 above, because of domestic or sexual violence any of the following shall be considered reasonable documentation:
 - a. medical documentation;
 - b. a law enforcement agency record or report;
 - c. a court order, documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offence;
 - d. certification from a Certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or
 - e. other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who assisted the employee or family member in dealing with the domestic or sexual violence.
 3. If the leave is permitted under item 4 above, a copy of the order of the public official or the determination by the health authority shall be considered reasonable documentation.
- E. Because required Sick Leave documentation may contain protected health information (PHI), it shall 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.
- F. Human Resources will review the documentation provided and inform divisions if the information is not deemed acceptable.
- G. An employee on Sick Leave for a period of five (5) consecutive working days or longer may be, at any time, required to undergo a physical examination by a County-designated licensed healthcare provider. The cost of any such exam shall be paid by

the County. Employees may be required to submit a Statement of Fitness from their licensed healthcare provider in order to return to work. If there is a discrepancy in medical opinion, the employee may be offered an opportunity to participate in the County's Interactive Process.

- H. An employee using Sick Leave for a period of less than five (5) consecutive working days shall not normally be required to produce a licensed healthcare provider's statement, unless, in the judgment of the Division Head, Department Head or Human Resources Director there is a question of unauthorized usage.
- I. Individual Departments and/or Divisions may adopt work rules that prohibit the use of foreseeable Sick Leave on certain dates or circumstances and may require employees to provide satisfactory documentation if Sick Leave that is not foreseeable is used during those dates or circumstances.
- J. Regular Full Time 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. This day is to be taken on a mutually agreed upon date on or as close to the employee's birthday as possible.

Section 2. Accrual of Sick Leave

A. Regular Full-Time Employees:

Regular full-time employees hired on or after January 1, 2017, are credited with Sick Leave hours at the beginning of each subsequent calendar year in accordance with the following schedule.

WEEKLY WORK HRS.	30	35	37.5	40
Sick Leave Hours	72	84	90	96

Upon completion of their first calendar year, regular full-time employees hired before January 1, 2017 are credited with Sick Leave hours at the beginning of each subsequent calendar year in accordance with the following schedule.

WEEKLY WORK HRS.	20	21	25	28	30	35	37.5	40
Sick Leave Hours	48	51	60	68	72	84	90	96

B. Casual Employees:

1. Casual employees shall earn one (1) hour of Sick Leave for each thirty (30) hours actually worked after October 29, 2018, up to a maximum of forty (40) hours per calendar year.
2. Casual employees who have at least one (1) hour of unused Sick Leave available shall be permitted to use accrued Sick Leave

3. Casual employees are permitted to use Sick Leave in increments of not less than one (1) hour.

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

A. Regular Full-Time Employees:

1. Regular full-time employees hired after January 1, 2017 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 with the following chart.

WEEKLY WORK HRS.	30	35	37.5	40
Monthly Earning of Sick Leave In Remaining Calendar Year	6	7	7.5	8

2. 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.
3. 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.

Section 4. Accumulation of Sick Leave

Effective January 1, 2008, Regular Full-Time Employees may accumulate unused accrued Sick Leave hours from year to year.

Casual Employees may carryover up to 40 hour of accrued Sick Leave from one year to the next.

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. When the employee's need to use Sick Leave is foreseeable, the employee shall give seven (7) days' advance notice prior to the date the leave is to be taken.
- B. If the reason for the leave is not foreseeable, the employee shall give notice as soon as practicable.
- C. Employees shall make a reasonable effort to schedule foreseeable Sick Leave in a manner that does not unduly disrupt the operations of the employee's Division.
- D. Note that this provision does not supersede notification requirements under the County's Family and Medical Leave Act (FMLA) and/or Extended Sick Leave (ESL) policies.

Section 2. Physical Examinations

If an employee is required to undergo a physical examination by a County-designated licensed healthcare provider, 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 3. Recording Sick Leave Use

- A. Each Division shall ensure that employees' use of Sick Leave is recorded in accordance with the Division's timekeeping procedures.
- B. The Division of Human Resources shall maintain a computerized record of leave balances on each employee for each year and monitor the timekeeper's record of any Sick Leave that the employee has taken.
- C. Human Resources shall notify the Division Heads of employees with perfect attendance who are eligible to take their birthdays off. This time shall be counted as time worked in the calculation for overtime.

**Related
Policies**

Personal Leave
Extended Sick Leave
Donated Leave Program
Worker's Compensation and Injury Leave
Leave of Absence Without Pay
Family and Medical Leave

Appendix A.

SOMERSET COUNTY

Layoff



Chapter #: IX	Chapter Title: Terminations	# of Pages: 5
Date Created: Date Reviewed: January 2019 Date Revised: February 2019	Approved by: Board of Chosen Freeholders	
Resolution Number: 19-340	Resolution Date: March 26, 2019	

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, a layoff may be required. Any required layoff shall be made in such job classifications and divisions as the County may designate.
- B. Once Human Resources is notified of a pending layoff, 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 casual, 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 casual or newly hired 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.

Appendix B.

B. Vacation

When an employee is laid off he/she shall receive payment for his/her unused vacation time in accordance with the County's Vacation policy for a resignation in good standing.

C. Sick Leave

When an employee is laid off and is not recalled or reemployed within six (6) months he/she shall receive payment for unused sick leave at the end of the six-month layoff period in accordance with the County's Sick Leave policy for a resignation in good standing.

D. Personal Leave

An employee on layoff shall not be eligible to use Personal Leave.

E. Bereavement Leave

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

F. Health and Dental Benefits

An employee on layoff shall have his/her Medical and Dental benefits coverage continued through the end of the month in which the layoff occurs.

G. Pension and Life Insurance Benefits

The County's Pension and Life Insurance Benefits are administered by the NJ State Division of Pensions and Benefits. Employees who are on layoff shall be notified of their rights relating to Pension and Life Insurance benefits under applicable NJ Division of Pensions and Benefits rules.

Section 4. Recall

In the event that work increases or as funds become available, the County 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 employee for sick leave 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 casual or newly hired 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.

Section 8. Status of Benefits Upon Recall

- A. A regular, provisional or casual 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.
- B. If the employee was paid for unused Vacation, the employee may purchase that time by repaying the County. Any Vacation time that was not paid out will be restored and the employee will be credited with any Vacation time that would have been earned had the employee continued working.
- C. The employee's available Sick Leave and Personal Leave balances will be restored and the employee will be credited with any additional Sick Leave or Personal Leave that would have been earned had the employee continued working.
- D. If the employee was enrolled in Medical or Dental benefits prior to the layoff, the employee will be offered the opportunity to re-enroll in those benefits and will not be subject to the normal waiting period for new employees.
- E. 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.

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, provisional or casual 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 for their new position.
- B. If the employee was paid for unused Vacation, the employee may purchase that time by repaying the County. Any Vacation time that was not paid out will be restored and the employee will be credited with any Vacation time that would have been earned had the employee continued working.
- C. The employee's available Sick Leave and Personal Leave balances will be restored and the employee will be credited with any additional Sick Leave or Personal Leave that would have been earned had the employee continued working.
- D. If the employee was enrolled in Medical or Dental benefits prior to the layoff, the employee will be offered the opportunity to re-enroll in those benefits, and will not be subject to the normal waiting period for new employees.
- E. A probationary employee who is reemployed by the County within six months from 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 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 the layoff outlining the date upon which the employees will be laid off and reason for the action. Employees so affected will receive 60 days' notice.
- 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 may 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 in the order described in Section 5 in the Layoff Policy.
- C. Employees on layoff will be notified of job vacancies and will be invited to apply.

Section 4. Termination

If, after a six-month period of layoff 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 County shall pay the employee for any monies due him/her as provided by the sick leave policy.

Related Policies

Vacation
Personal Leave
Sick Leave
Medical and Prescription Benefits
Retirement System
Life Insurance

SOMERSET COUNTY

Workforce Reduction and Position Elimination



Chapter #: IX	Chapter Title: Terminations	# of Pages: 1
Date Created: Date Reviewed: January 2019 Date Revised: February 2019	Approved by: Board of Chosen Freeholders	
Resolution Number: 19-340	Resolution Date: March 26, 2019	

Policy Section 1. General

- A. This policy allows for the elimination of positions resulting from a management decision that reduction in the workforce is necessary or that work functions should be eliminated or changed. This occurs 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.
- B. Determination of positions to be eliminated will be made by management of the affected department, with a written statement of justification submitted to the Management Team for discussion.
- C. Employees may be included based on skills, abilities, performance, length of service and other factors.
- D. The period of notice of workforce reduction and position elimination 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 employees last day of work.
- E. The Division of Human Resources and the employee whose position is being eliminated will work together to identify current job openings within Somerset County for which the employee may be qualified.
- F. Affected employees who do not obtain another job in Somerset County by the effective date of the workforce reduction may be offered various benefits, as specified in the benefits policy, depending upon length of service or factors related to job elimination when separated, provided they are a regular, full time employee and have six months or more of continuous service with the County immediately prior to the workforce reduction.

Related Policies

Appendix C

2015 HEALTH BENEFITS POLICY

Healthcare Contribution Policy:

Employees receiving medical and/or dental benefits shall continue to contribute to health insurance benefits in accordance with P.L. 2010 c.2 and P.L. 2011 c.78. Employees must pay the greater of one and a half percent (1.5%) of base salary, the formula cited under Chapter 78 or the employee's rate of contribution under the applicable formula cited below.

- For employees with salaries below \$40,000:
\$300 annually
- For employees with salaries above \$40,000:
1.0% of salary in excess of the first \$40,000 of annual salary, plus \$300 annually
- For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$40,000 of annual salary, plus \$300 annually
- For employees with salaries above \$100,000:
2% of salary in excess of the first \$40,000 of annual salary, plus \$300 annually
- Medical service co-pays:
\$20.00 per visit
- Pharmacy co-pays:
\$30.00 for brand name prescriptions
\$20.00 for generic prescriptions

Effective January 1, 2016, pharmacy co-pays are \$35.00 for brand name prescriptions and \$15.00 for generic prescriptions.

Effective January 1, 2016, ER co-pay visits which do not result in admission are \$100.00