

**ORIGINAL**

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

Between

THE BOARD OF CHOSEN FREEHOLDERS

THE COUNTY OF SOMERSET

and

Somerset County Drivers and Aides Association

2010 - 2012

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## Labor Agreement

This Agreement is entered into this 22 day March, of 2011 by and between the Somerset County Drivers and Aides Association, hereinafter referred to as "Union", and the Board of Chosen Freeholders of the County of Somerset, State of New Jersey hereinafter referred to as "Employer". The date of this Agreement is January 1, 2010 and it incorporates all agreements between the parties concerning rates of pay, hours of employment and other conditions of employment.

The Employer and Union agree as follows:

**ARTICLE 1**  
**Recognition**

The Employer recognizes the Somerset County Drivers and Aides Association as the sole and exclusive bargaining agent for persons employed as Mini Bus Drivers, Motor Coach Operators, In-Home Service Workers, Transportation Aides and Home Delivered Meals Drivers by the County of Somerset in the transportation division as provided for in PERC Certification of Representative Docket No. RO-2010-023 issued November 20, 2009 in all matters pertaining to rates of pay, wages, hours of work and other mandatory terms and conditions of employment.

**ARTICLE 2**  
**Supervisors**

**2.1** Management Staff will not perform bargaining unit work except when needed in emergency situations. The only exception to this provision is the Home Delivered Meals Program.

**ARTICLE 3**  
**Bulletin Board**

**3.1** The Employer agrees to provide a locked bulletin board in a conspicuous place in the facility where employees report to work. Postings by the Union on the bulletin board are to be confined to official business of the Union. The union will control the keys for the bulletin board.

**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 forty five (45) calendar days. 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.

**4.2** Employees who have been promoted or transferred and have passed the newly hired probationary period shall:

- a. Serve an additional ninety (90) day probationary period.
- b. Be able to use any accrued time off that the employee has earned.

## **ARTICLE 5** **Premium Pay**

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

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

- 1) All hours spent in the service of the Employer in excess of forty (40) hours in any work week.
- 2) All hours spent in the service of the Employer on any holiday in addition to regular holiday pay.
- 3) The Employer agrees to count benefit days towards overtime calculation.

**5.2** The County has the right to maintain a pool of Motor Coach and Mini Bus drivers as floaters to fill runs when other drivers are not available for work. The rotation of floaters will be per the FLOATER ROTATION PROCEDURES, to be published and posted on the date of final ratification of this agreement. These procedures will be reviewed periodically in Labor-Management meetings and can only be modified with the agreement of both parties.

**5.3** The County may designate special runs in the event of an emergency, or any time a special run is authorized by the County. The rotation of drivers will be per the SPECIAL RUN ROTATION PROCEDURES, to be published and posted on the date of final ratification of this agreement. These procedures will be reviewed periodically in Labor-Management meetings and can only be modified with the agreement of both parties.

**ARTICLE 6**  
**Call-In Time**

**6.1** 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.

**ARTICLE 7**  
**Discipline**

**7.1** Disciplinary actions will be in accordance with the Division of Human Resources Policy and Procedure Manual (Chapter IV – Personnel Actions, Subsection Disciplinary Actions).

**7.2** Discipline of any employee shall be imposed only for just cause. If the Employer imposes serious discipline, written notice containing the nature of the discipline shall be given to the employee and the Union within seven (7) calendar days of the disciplinary action.

**7.3** The time for filing disciplinary grievance will not begin to run until the notice of discipline is transmitted to the Union.

**7.4** Any disciplinary action to be imposed shall be determined within fifteen (15) calendar days from the date of the event giving rise to such disciplinary action or the Employer's knowledge thereof, whichever is later.

**7.5** After an employee has completed his/her probationary period, disciplinary action shall be appealable through the grievance procedure including binding arbitration.

**ARTICLE 8**  
**Grievance Procedure**

**A. Steps of the Grievance Procedure**

**Step 1.** The employee shall submit a formal written grievance to his/her immediate supervisor within five working days of the occurrence. Upon receipt the supervisor shall give a photocopy to the employee. The supervisor shall meet with the employee to discuss the grievance and shall give his/her written decision to the employee within five (5) working days of receipt of the grievance.

**Step 2.** If the grievance is not satisfactorily resolved at Step 1, the employee may submit his/her written grievance to the division head (Director of Transportation) within five (5) working days of the supervisor's decision. The division head shall meet with the employee and supervisor and shall render his/her decision in writing within five (5) working days of the receipt of the grievance. The employee may request representation by the Union. Copies shall be furnished to the employee, the Union and the supervisor.

**Step 3.** If the grievance is not satisfactorily resolved at Step 2, the employee may submit his/her written grievance to the department head (Director of Public Works or his/her designee) within five (5) working days of the division head's decision. The department head shall meet with the employee, the supervisor, and the division head and shall render his/her decision in writing within ten (10) working days of receipt of the grievance. The employee may request representation by the Union. Copies shall be furnished to the employee, the Union, the supervisor, and the division head.

**Step 4.** If a grievance, as defined above, is not satisfactorily resolved at Step 3, then within ten (10) working days after completion of Step 3 of the grievance procedure, the matter may be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the Public Employment Relations Commission. The arbitration shall be conducted under the rules then prevailing of the Public Employment Relations Commission.



The fees and expenses of the Public Employment Relations Commission and the arbitrator shall be borne equally by the parties. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring same. The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

The award of an arbitrator hereunder shall be conclusive and binding upon the Employer, the Union and the employees.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined above, and he/she shall have no power to add to, subtract from or modify in any way the terms of this Agreement.

### **B. Use of the Grievance Form**

The union will provide the "Grievance Form" which the employee will use when submitting a formal written grievance.

### **C. Grievance Records**

The Human Resources office shall maintain a record of all grievances that are processed beyond Step 2 of the grievance procedure. The Human Resources Office also shall place a copy of any grievance that is processed beyond Step 2 in the personnel folder of the employee involved.

## **ARTICLE 9** **Vacations**

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

**9.2** All requests for vacations must be received by April 15 of each year in order for an employee to be eligible to take vacations between May and September of the year. Vacation requests will be granted on a first come first serve seniority basis (as per Article 29.1) and subject to the approval of the Employer.



**9.3** Vacation pay shall be based on the number of hours designated for the position held by the employee.

YEARS OF SERVICE	HOURS PER WEEK							
	20	21	25	28	30	35	37 1/2	40
After completion of year in which hired but less than 5 years on July 1	40	42	50	56	60	70	75	80
More than 5 years, but less than 10 years	48	49	60	70	72	84	90	96
More than 10 years, but less than 15 years on July 1	60	63	75	84	90	105	113	120
More than 15 years, but less than 20 years on July 1	72	77	90	98	108	126	135	144
More than 20 years, but less than 25 years on July 1	80	84	100	112	120	140	150	160
More than 25 years on July 1	100	105	125	140	150	175	188	200

**9.4** Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

**9.5** In the event a holiday named in this agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

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

**9.7** Ten (10) days vacation time from any given year may be held over to the following year at the option of the employee only.

**9.8** The Employer shall grant vacation time in half (1/2) day units up to a maximum of five (5) full days upon three (3) days notice to the Employer.

**ARTICLE 10**  
**Safety**

- 10.1** The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor.
- 10.2** The Employer shall not require employees to operate any vehicle that is not in safe operating condition.
- 10.3** Drivers will perform pre-trip checks; if a vehicle does not pass the pre-trip check the vehicle will be taken out of service and checked by a mechanic in Vehicle Maintenance. The bus will be placed back in service after a sign-off from the mechanic in Vehicle Maintenance.

**ARTICLE 11**  
**Management Rights**

- 11.1** The Employer shall retain all rights of management as provided by law or pertaining to its operation, except as such rights are specifically limited or modified by the provisions of this Agreement.

**ARTICLE 12**  
**Assignment Posting**

- 12.1** If an assignment becomes available the Employer will post such assignment (run) for a seventy two (72) hour period.
- A. Only employees interested in the assignment are required to sign the posting.
  - B. There will be only one posting per open assignment.
  - C. Any openings created by the initial posting will require a new posting list (posted for one day) and only employees interested in the assignment will be required to sign.
  - D. All qualifications being equal, bargaining unit members will receive preference in order of seniority (as per Article 29.3).
  - E. The member can not apply for another run until serving six (6) months in the current assignment.
  - F. If no interest is expressed in the assignment as posted by existing employees, a floater will be assigned in reverse seniority
- 12.2** The Employer will fill assignments in a manner it determines is in the best interest of the County and any decision will not be subject to the grievance procedure of this collective bargaining unit.
- 12.3** If a forty (40) hour Employee accepts a lesser position such as a 30 hour assignment, the forty (40) hour Employee will become a thirty (30) hour employee.
- 12.4** To the greatest extent possible, advance notice will be given to the selected driver when a new client is added to that Mini-Bus run.

**ARTICLE 13**  
**Sick Leave**

**13-1** All employees in the bargaining unit will follow the County Sick Leave Policy (Appendix "A") in its entirety except for Section 5 of the policy which will be replaced with the following:

**13-2** The following **will replace** all of **"Section 5" of the County Sick Leave Policy**.

**Section 5 - Payment for Accumulated Sick Leave**

**Section 5-A.** Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2009. This is referred to as the "2008 Sick Bank".

**Section 5-B** When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2008 Sick Bank, payable at their 2008 rate of pay. If, after computing one-third of an employee's accumulation of unused 2008 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.

**Section 5-C** An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2008 Sick Bank, regardless of his/her number of years of service with the County.

**Section 5-D** When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2008 Sick Bank, payable at their 2008 rate of pay, regardless of the number of years of service the employee had with the County.



**ARTICLE 14**  
**On the Job Injuries**

**14.1** The County and employees will cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The County will provide Workers' Compensation protection for all employees or the equivalent thereof if the injury arose out of and ~~or~~ in the course of employment. An employee injured on the job and 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 for that day.

**ARTICLE 15**  
**Health and Dental Benefits**

**15.1** 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 other County employees and corresponding employee contributions and co-payments, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.

**15.2** Employees shall continue to contribute to health insurance benefits in accordance with P.L. 2010 c.2 . In accordance with this statute, employees must pay one and a half percent (1.5%) of base salary or the employee's rate of contribution under the applicable Somerset County Health Benefits Plan, whichever is greater.

**15.3** Employees hired up to and including January 1, 2011 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 16**  
**Group Insurance and Pension**

**16.1** Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System (PERS), subject to the eligibility requirements of PERS. Pension benefits shall be based on regular wages.

**ARTICLE 17**  
**Uniforms**

**17.1** The Employer shall provide the following uniforms:

- A. Ten (10) shirts, comprised of five (5) summer and five (5) winter (sweatshirts), or any combination
- B. Seven (7) pants or shorts (or any combination)
- C. Uniforms will be replaced every two years by the Employer
- D. Union members can wear solid blue jean Capri pants or solid navy blue Capri pants (note: County will not supply Capri Pants - employee to purchase)
- E. The Employer will provide one (1) light jacket and one (1) heavy weight jacket once every two years, or as needed, based on normal wear and tear
- F. The Employer will provide a raincoat to all new employees, with replacement on a normal wear and tear basis.

**17.2** All employees are required to wear uniforms during their working hours.

**17.3** Employees are responsible for the care and maintenance (including cleaning) of uniforms issued to them under this provision.

**17.4** Effective on January 1, 2011 the Employer shall provide all unit employees up to one hundred (100) dollars reimbursement per year towards the purchase of shoes and/or gloves upon the presentation of a valid receipt by the employee.

**ARTICLE 18**  
**Military Leave**

- 18.1** 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 by the Act.
- 18.2** Upon return from Military Service Leave, an employee shall resume all former employment service credits together with such improvements as such employee would have gained had Military Service not been entered so that in no event will employment service credit status be less than that provided by applicable Government Laws and Regulations.

**ARTICLE 19**  
**Jury Duty**

- 19.1** An employee who is called to Jury Duty shall immediately notify the employer.
- 19.2** An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.
- 19.3** The Employer agrees to pay the employee for the number of daily hours designated for the position held by the employee, for each day on Jury Duty Service.

**ARTICLE 20**  
**Funeral Leave**

- 20.1** The Employer agrees to grant an employee five (5) working days leave with pay as funeral leave when a death occurs in the employee's family.
- 20.2** The employee's immediate family is considered to include Spouse or Domestic Partner, Civil Union Partner, Children, Brother, Sister, Parents, Parent-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandchildren, Grandparents or Step-or-Half Relations of employee or spouse. The Employer may request submission of proof.

**ARTICLE 21**  
**Separability and Saving Clause**

**21.1** 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 22**  
**Holidays**

**22.1** The Employer agrees to pay such employee regular pay without working for each of the following holidays:

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

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

**ARTICLE 23**  
**Personal Days of Absence**

**23.1** Employees will be granted Personal Leave each year in accordance with the schedule below.

Weekly Work Hours	20	21	25	28	30	35	37½	40
Personal Leave Hours	12	13	15	17	18	21	23	24

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

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

**ARTICLE 24**  
**Salaries**

- a) Unit employees on the County payroll as of 3/22, 2011 (the date of the MOA approved by the Somerset County Board of Chosen Freeholders) will receive the following wage increase:
- b) January 1, 2010 County Hay Compensation Policy, 0% percent.
- c) January 1, 2011 County Hay Compensation Policy  
 Mini Bus Driver: \$40,558 + County Hay Compensation Policy with a guarantee of a least 1 ½%.  
 Motor Coach Operator: \$41,764 + County Hay Compensation Policy with a guarantee of a least 1 ½%.  
 All other titles: County Hay Compensation Policy with a guarantee of a least 1 ½%.
- d) January 1, 2012, County Hay Compensation Policy with a guarantee of a least 1 ½%.
- e) In years 2010, 2011 and 2012 only, all employees will be categorized regarding performance evaluations as "Meets Expectation".

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

## **ARTICLE 25** **Commercial Driver's License**

**25.1** All Mini Bus Drivers and Motor Coach Operators will be required to maintain a current valid Commercial Driver's License (CDL) with passenger endorsement as a condition of continued employment, consistent with federal law. Pursuant to the CDL requirement, all employees are subject to mandatory random drug and alcohol testing, and eye examinations every two (2) years to ensure continued qualification for their positions. It is mutually recognized and agreed that these requirements are consistent with the requirement under Federal law, and are not subject to modification through negotiations between the parties.

**25.2** The position of Mini Bus Driver requires a Class B or Class C Commercial Driver's License with Passenger endorsement. The position of Motor Coach Operator requires a Class B Commercial Driver's License with Passenger endorsement and air brake restriction removed. In order to maintain these licenses, the New Jersey Motor Vehicle Commission requires the holder to have a physical examination every two years, resulting in a medical card valid for up to two years. The County requires the employee to have their physical examination performed by a doctor contracted by the County. The following procedures will be followed depending upon the outcome of the physical examination:

- 1) If the employee fails their physical at a doctor contracted by the County. The New Jersey Motor Vehicle Commission will be notified of such failure and will likely initiate a medical review. The County will immediately suspend the employee with pay pending the scheduling of a pre-suspension hearing. The employee will be instructed to attempt to obtain a valid physical and new medical card. If the employee has failed to do so at the time of the pre-suspension hearing, the employee will be suspended without pay for up to thirty days in order to obtain a valid physical and medical card. During that time, the employee can schedule

- another physical examination with the physician of their choice. If they pass their follow-up physical examination and obtain a new medical card, the employee will be removed from "suspended without pay" status and will return to work pending disposition of the medical review by the New Jersey Motor Vehicle Commission.
- 2) If the employee fails their follow-up physical examination:
  - 3) The employee has up to sixty (60) days from the date of the pre-suspension hearing to obtain a valid physical and new medical card. If the employee fails to do so within this sixty (60) day period, the employee will remain on "suspended without pay" status and a pre-termination hearing will be scheduled. If the employee has failed to obtain a valid physical and new medical card at the time of the pre-termination hearing, the employee will be terminated.
  - 4) If the employee does not have a valid medical card or;
  - 5) If the employee's CDL passenger endorsement is suspended or revoked:
  - 6) The employee will be immediately suspended with pay pending a pre-termination hearing in the event that he/she is not covered by a valid medical card and/or does not possess a valid CDL with passenger endorsement.
  - 7) The County shall pay all fees related to the CDL portion of any license renewal. When a Transportation Aide is interested in obtaining a CDL license, the County will reimburse for fees associated with the license only.

## **ARTICLE 26** **Union Rights**

**26.1** The County shall recognize the titles of President, Vice President and Shop Steward, hereby referred to as "Titles".

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

**26.3** The parties agree to grant one (1) Union Official a maximum aggregate of five (5) days of paid leave during a calendar year for attendance at Association/Union conventions and meetings. Request for Association/Union leave must be made in writing at least two (2) weeks in advance to the division head,

**26.4** Union representatives shall have the right to enter the premises in order to discharge their duties between the hours of 10 A.M. and 2 P.M. Monday to Friday by giving at least 24 hours notice to the Division Head. Such access shall not interfere with the normal operations of the County and shall not be abused. Such access may only be denied in the case of emergency or unusual situations.

**26.5** Dues Deductions:

A. Within one (1) month of receipt of a lawfully executed written authorization from an Employee, the Employer agrees to deduct from the regular paycheck (not including overtime) Union dues. Deductions shall be based upon a maximum forty (40) hour work week and shall be in the amount certified by the Union to the Employer, and any changes in the dues amount shall be communicated to the Employer in writing at least 30 days prior to the effective date of such change. The deducted dues shall be forwarded to the SCDAAA, c/o Treasurer, PO Box 491, Manville, NJ 08835.

B. Remittance shall be accompanied by a list of employees, from whom such pay deductions were made, and a copy of that list will be forwarded to the Local Union President.

**26.6** Upon request the County will provide a list of employee names on the payroll.

**26.7** The Union agrees to hold harmless from any and all claims, lawsuits, litigation, orders or judgments of any kind issued as a result of the Employer honoring the provision of this Article.

**ARTICLE 27**  
**Dignity and Respect**

**27.1** The County and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

**ARTICLE 28**  
**Labor Management Meetings**

**28.1** A joint Association - Management committee will be formed consisting of three (3) Association and three (3) management employees to discuss any issue(s) that may arise. The number of attendees can be increased with mutual agreement by both parties.

**ARTICLE 29**  
**Seniority**

**29.1** Bargaining Unit Seniority: The amount of time the member has been a member of the unit as defined in the recognition clause.

**29.2** Classification Unit Seniority: The amount of time the member has in a particular position as defined in the recognition clause.

**29.3** Benefit Eligibility Date: The date the employee started fulltime with the County.



**ARTICLE 30**  
**Layoff and Reduction in Workforce**

**30.1** Layoffs and Workforce Reductions shall comply with Division of Human Resources Policies and Procedures Manual Appendix B and C.

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

**30.3 Association Notification**

1. Once Human Resources is notified of a pending layoff and/or workforce reduction, the Employer shall notify the Association. Such notification shall occur within forty five (45) days from the effective date of separation. Human Resources shall also, within the same time frame, provide to the Association a list of affected employees including their names, hire dates and job titles .
2. Upon request, Human Resources shall also provide the Association with a list of members who are transferred or reassigned in connection with the layoff and/or workforce reduction as that information becomes available.
3. Upon request, an employee targeted for layoff and/or workforce reduction may arrange an individual meeting with Human Resources and an Association Representative, who may be present at this meeting.

**30.4 Bumping Rights**

1. A Mini Bus Driver or Motor Coach Operator who receives Notice of Layoff or Workforce Reduction must notify the Human Resources Director within five (5) business days following the date of the notice if he/she wishes to exercise bumping rights. If an employee does not notify the Human Resources Director within five (5) business days, then he/she will forfeit any right to bump and will remain on the layoff list.
2. For each employee who gives timely notice to Human Resources, the Transportation Division will identify the position(s) for which the employee is qualified in the same job classification as the position subject to layoff or

workforce reduction, and which is occupied by a less senior employee not subject to layoff or workforce reduction. A position identified may only be located in the division in which the employee is assigned. The Employer will notify the bumping employee and the employee must accept or reject the position within three (3) business days following the date of the notification. If the employee accepts the position, he/she will be transferred to the new position at a date determined by the Employer, and the bumped employee then may have bumping rights the same if he/she originally was selected at layoff.

3. If the bumping employee declines to bump into the position identified, he/she will remain on the layoff list.
4. If the Employer determines that there is no position for which an employee seeking to bump is qualified within his/her job classification, then the Employer will identify a position in a different job classification for which the employee is qualified (as determined by the Employer) and for which the employee seeking to bump has more seniority than the employee holding that position and the same procedures discussed above will apply. In each instance of bumping, an employee will bump into a position within the job classification held by the employee with less seniority.

### **30.5 Privatization**

In the event the Employer notifies Human Resources that privatization of the Transportation could imminently result in layoff or displacement of bargaining unit employees, the Employer agrees to give the Association reasonable advance notice. In no case shall notice be less than ninety (90) calendar days from the target date of privatization or closure. Upon request, the Employer shall meet with the Association to discuss the effect of privatization on bargaining unit employees

**ARTICLE 31**  
**Training and Education**

**31.1** The following training will be provided to members:

**31.2** Mandatory Training

- A. PASS – Passenger Safety & Service, a national certification course from Community Transit Association of America (all transportation staff required to take).
- B. DDC 8/6 – Defensive Driving, National Safety Council Course (Transportation Aides not subject to this course).
- C. Drug & Alcohol Awareness – required by FTA regulations (all transportation staff required to take).

**31.3** Secondary Training (annually)

- A. Wheelchair Lift Training – provided by county transportation trainer and representatives from lift manufacturers
- B. Wheelchair Securement Training – provided by county transportation trainer and representatives from securement manufacturers
- C. Road Rage – provided by county transportation trainer, JJ Keller training product
- D. Radio Etiquette

**ARTICLE 32**  
**Termination Clause**

This Agreement shall be in full force and effect from January 1, 2010 to and including December 31, 2012 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 (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement (as approved in a Memorandum of Agreement approved by the Somerset County Board of Chosen Freeholders on 3/22, 2011,) to be effective as of January 1, 2010.

**FOR THE UNION**

By: [Signature]

Date: 3-2-11

By: [Signature]

By: [Signature]

**County Counsel**

By: [Signature]

Date: 3/3/11

**Director, Board of Chosen Freeholders**

By: [Signature]

*attest  
Notary Public  
deputy 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.

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- 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.

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### 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

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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.

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### 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

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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.

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### 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.

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- 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.