Contract # 178

10-00

-0565

MALL SELLEN

AGREEMENT

Between

THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET

and

THE AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES, LOCAL 3487, AFL-CIO

1990-1991

x1/1/90 - 12/31/91

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LABOR AGREEMENT

This AGREEMENT is entered into this day of November, 1990 by and

BETWEEN LOCAL UNION No. 3487, Affiliated with the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES ("AFSCME"), AFL-CIO, hereinafter referred to as the "Union"; and the BOARD of CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, hereinafter referred to as the "Employee".

This effective date of this Agreement is January 1, 1990. The Employer and the Union agree as follows:

ARTICLE 1

RECOGNITION OF THE UNION

The Employer recognizes Local 3487, affiliated with AFSCME as the sole and exclusive bargaining agency for certain blue collar employees employed by the County of Somerset in the Roads and Bridges Department as provided for in PERC Certification of Representation Docket #RO-88-27, issued December 1, 1987 and modified by #RO-90-109. Excluded are managerial executives, clerical employees, confidential employees, craft employees, mechanics, parts person, gas attendants, professional employees, police, and supervisors as defined in the Act, assistant foremen, bridge foremen, road foremen, road and bridge supervisors, assistant supervisors and administrative supervisors.

SUPERVISORS

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

ARTICLE 3

DUES CHECK-OFF

The Employer agrees that it will, on the first payroll in each month, deduct the UNION dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of LOCAL UNION 3487 within ten (10) days after the dues are deducted.

The UNION agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The UNION will furnish the Employer a written statement of the dues and initiation fees to be deducted.

ARTICLE 4

PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of ninety (90) calendar days. 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.

INSPECTION PRIVILEGES

Providing prior notice is given to the EMPLOYER, authorized agents of the UNION shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues, 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

The EMPLOYER agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the UNION on such bulletin boards are to be confined to official business of the UNION.

ARTICLE 7

SHOP STEWARD

The EMPLOYER recognizes the right of the UNION to designate shop stewards.

The authority of the shop steward will be as set forth in this Agreement.

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

The EMPLOYER recognizes these limitations upon the authority of shop stewards 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 any steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 8

HOURS OF WORK AND MEAL ALLOWANCE

- 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.
- 2. The EMPLOYER reserves the right to change the hours of work under the following conditions: The EMPLOYER shall give the UNION at least one (1) week 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 five (5) days.
- 3. The EMPLOYER shall allow a one-half (1/2) hour unpaid lunch period each day.
- 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.

- 5. The EMPLOYER agrees to compensate employees with a meal allowance of eight dollars (\$8.00) for each overtime lunch period or a hot meal.
- 6. The EMPLOYER shall allow a paid fifteen (15) minute break once during each four (4) hour work period.
- 7. The EMPLOYER agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to work outside of his regularly scheduled hours of work.
- 8. The EMPLOYER agrees to guarantee an employee a minimum of four (4) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday, Sunday or a holiday.
- 9. There shall be no compensatory time off. Each employee shall be paid for overtime worked at his appropriate rate and as provided in the premium pay section.

OVERTIME ASSIGNMENT

- 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 foreman shall first call the person whose name appears below the name last called.
- 2. Each foreman shall periodically post the overtime hours which have been worked.

PREMIUM PAY

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:

- All hours spent in the service of the EMPLOYER in excess of eight (8) hours in any twenty-four hour period.
- All hours spent in the service of the EMPLOYER prior to the scheduled starting time.
- 3. All hours spent in the service of the EMPLOYER on any Saturday so long as the Employee worked or was paid for the previous five (5) days.
- 4. All time spent in the service of the EMPLOYER on any Sunday.
- 5. All paid for absences count as time worked in computing premium pay.
- 6. All hours spent in the service of the EMPLOYER on any holiday in addition to eight (8) hours straight time.

Opportunity to earn premium pay shall be rotated pursuant to Article 9 with the intention to achieve equalization of premium pay earnings within each class of work, provided the employee is qualified to perform the overtime assignment.

Double time shall be paid for all work in excess of eight (8) hours on the following holidays: Thanksgiving, Christmas and New Years.

GRIEVANCE PROCEDURE

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

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

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 foreman 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 Department Head. The foreman's decision shall then be reviewed by the Department Head who shall respond in writing within ten (10) working days. If a satisfactory settlement is not reached in that time, the Department Head's decision may be appealed to the Director of Public Works as Step 3.

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

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

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.

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

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

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

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

ARTICLE 12

VACATIONS

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

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

TOTAL EMPLOYMENT SENIORITY	VACATION ENTITLEMENT		
Less than one (1) year	One (1) day/month up to ten (10) days		
One (1) to five (5) years	Ten (10) work days		
Six (6) to ten (10) years	Twelve (12) work days		
Eleven (11) years to fifteen (15) years	Fifteen (15) work days		
Sixteen (16) years to twenty (20) years	Eighteen (18) work days		
Twenty-One (21) years to twenty-five (25) years	Twenty (20) work days		

Twenty-five (25) years plus Twenty-five (25) work days

Vacation may be scheduled throughout the calendar year.

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

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.

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 cancelled and rescheduled at the employee's request. The EMPLOYER may request proof substantiating death or hospitalization.

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

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

ARTICLE 13

SAFETY

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 foreman. The foreman will

either determine and advise how the work can be performed safely or will stop the work.

In the event the employee disagrees with the decision of the foreman as to the safety of the working conditions, the foreman will notify the Supervisor 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.

The decision on whether a vehicle is in safe operating condition will be made by the Supervisor of Vehrele Maintenance

ARTICLE 14

LWG. SWY F/F. MULL

ARTICLE 14

NOTIFICATION OF THE UNION

The EMPLOYER will provide the names and other information on all employees to the UNION on forms to be provided by the UNION.

ARTICLE 15

WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay at the beginning of the day will be paid an additional \$8.00 for the day worked. If assigned for one-half (1/2)day the employee shall receive \$4.00 for the half-day worked.

ARTICLE 16

MANAGEMENT RIGHTS

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

ARTICLE 17

RATES OF PAY

Employees will be classified in accordance with a job description and shall be paid not less than the minimum for such classification in accordance with the table of the job classifications and Rates of Pay for such job classification as shown on Schedule "B", which is attached hereto and made part of this Agreement.

Employees individual rates of pay will be listed on Schedule "A", which is attached hereto and made part of this Agreement.

ARTICLE 18

JOB CLASSIFICATION SHEETS

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

ARTICLE 19

PAY DAY

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

SICK LEAVE

- 1. Employees with one (1) or more years employment shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay.
- 2. Employees with less than one (1) year employment shall be entitled to 1-1/4 sick leave days for each month worked.
- 3. Employees who were hired on or before January 1, 1980 shall accumulate unused sick leave days from year to year without maximums.
- 4. Employees who were hired after January 1, 1980 shall accumulate sick leave days from year to year to a maximum of 180 days. After reaching 180 days, unused sick leave shall be converted to vacation with one (1) day of vacation for every three days of unused sick leave.
- 5. When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more services with the County, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave days carried over from the previous calendar year. The employee shall also receive payment for one-twelfth (1/12) of the sick leave days credited to him/her at the beginning of his/her termination year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or

after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-third (1/3) of the employee's accumulation of unused sick leave days there is less than one-half (1/2) day remaining, the employee shall not receive credit for this.

- 6. An employee who resigns not in good standing or who is terminated as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave days, regarding less of his/her number of years of service with the County.
- 7. In the event of death of the employee, the employee's survivor, estate, or administrator shall receive payment for the employee's unused sick leave time, regardless of the number of years of service the employee had with the County, computed in the same manner as it is for an employee who resigns in good standing after ten (10) years or more of service.

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

is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-half (1/2) of an employee's accumulation of unused sick leave days, there is less than one-half (1/2) day remaining, the employee shall not receive credit for this.

ARTICLE 21

HEALTH CARE INSURANCE PROGRAM

The EMPLOYER shall provide each employee the following Health Care Insurance with dependent coverage.

- A. Comprehensive Hospital Insurance
- B. Comprehensive Surgical Insurance
- C. Diagnostic Insurance
- D. Major Medical
 - 1. \$100.00 deductible
 - 2. 80-20 co-insurance
 - \$50,000 maximum with following riders:
 - (a) A Dental Plan will be provided for employees only.

The EMPLOYER agrees to pay the full cost for the above described Health Care Insurance Program.

ARTICLE 22

GROUP INSURANCE AND PENSION

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

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

UNIFORMS

The EMPLOYER shall provide four (4) sets of uniforms to the employees which uniforms will be required to be worn and maintained by the employee. The uniforms will be replaced every two (2) years by the EMPLOYER. Every two years the EMPLOYER will provide each employee with an outer jacket alternating between a light jacket one time and a heavy jacket the next. Uniforms will be replaced in accordance with a standard wear and tear policy.

Each employee will receive \$65.00 towards the purchase of safety shoes. Equipment operators will have the option of replacing up to two (2) sets of uniforms with coveralls.

Work gloves will be provided when needed.

ARTICLE 24

MILITARY LEAVE

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

ARTICLE 25

JURY DUTY

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

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.

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

ARTICLE 26

FUNERAL LEAVE

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

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

The EMPLOYER may request submission of proof.

ARTICLE 27

SPECIAL LICENSES

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.

ARTICLE 28

SUSPENSION OR REVOCATION OF LICENSE

In the event an employee shall suffer a suspension or revocation of his chauffeur's license because of a succession of size and weight penalities, 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 earn-

ings at the time of such suspension for the entire period thereof subject however to the seniority and lay-off provisions applicable to him at the time of such suspension.

ARTICLE 29

COMPENSATION CLAIMS

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

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

ARTICLE 30

PROTECTION OF RIGHTS

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

SEPARABILITY AND SAVING CLAUSE

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

ARTICLE 32

MAINTENANCE OF STANDARDS

All past practices not specifically modified by this Agreement shall continue in full force and effect.

ARTICLE 33

SENIORITY

There shall be two forms of seniority:

- A. Bargaining Unit Seniority
- B. Classification Seniority

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

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

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

Structure of the Bargaining Unit

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

- 1. Road Department
- Bridge Department

Promotions

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

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 ten (10) work days.

All bids shall be made in writing to the EMPLOYER.

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

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

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

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

Third, new hires.

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.

An employee who is promoted to a higher position shall receive the rate of the new job classification. All employees so promoted shall be placed on the higher rated job for a trial period of thirty (30) days. In the event the employee does not successfully pass this thirty (30) day trial period, such employee shall be given his former position without any loss of seniority or pay.

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

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

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

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

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 34

LAYOFF AND RECALL

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

- Employees shall be laid off in the order of least total employment seniority, regardless of classification or department.
- 2. Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.
- 3. A laid off employee shall have preference for reemployment for a period of two (2) years.
- 4. The EMPLOYER shall rehire laid off employees in the order of greatest employment seniority. The EMPLOYER shall not hire from the open market while any employee has an unexpired term of preference for re-employment and can do the work.
- 5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Once notified, an employee shall have three (3) days to send notice of his intent to return to work and ten (10) days to return to work.

LOSS OF SENIORITY

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

- 1. Voluntary resignation.
- Discharge for just cause.
- 3. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
- 4. Continuous layoff beyond recall period for reemployment outlined in this Agreement.

ARTICLE 36

HOLIDAYS

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

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

Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christman Eve
Christmas Day

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

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

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

PERSONAL DAYS OF ABSENCE

Employees will be granted four (4) Personal Days of Absence with pay in each year.

Employees will be granted one (1) Personal Day of Absence with pay for every three (3) months worked.

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

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

ARTICLE 38

SALARIES

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

- All employees on the payroll as of the date of any general increase shall receive such increase.
- No increase shall increase an employee's rate of pay beyond the maximum for such classification as set forth on Schedule B.
- 3. All new employees shall be hired at no less than the minimum rate set forth in Schedule B, except that new employees may receive the probationary rate during their probationary period. In the event the employee receives a probationary rate, he shall be increased to the minimum rate upon completion of his probationary period.

The following annualized increases for full-time employees shall be implemented during the term of this Agreement;

Effective January 1, 1990, Equipment Operators shall receive a \$1,170.00 per year increase except those Equipment Operators earning over \$20,000.00 per year but less than \$25,000.00 per year shall receive an \$800.00 per year increase and those Equipment Operators earning over \$25,000.00 a year shall receive a \$750.00 per year increase. Road and Bridge Workers shall receive a \$1,070.00 per year increase except those Road and Bridge Workers earning over \$20,000.00 a year but less than \$25,000.00 per year shall receive an \$800.00 per year increase and those Road and Bridge Workers earning over \$25,000.00 per year shall receive a \$750.00 per year increase.

Effective January 1, 1991, Equipment Operators shall receive a \$1,245.00 per year increase except those Equipment Operators earning over \$20,000.00 per year but less than \$25,000.00 per year shall receive an \$850.00 per year increase and those Equipment Operators earning over \$25,000.00 per year shall receive an \$800.00 per year increase. Road and Bridge Workers shall receive a \$1,145.00 per year increase except those Road and Bridge Workers earning over \$20,000.00 per year but less than \$25,000.00 per year shall receive an \$850.00 per year increase and those Road and Bridge Workers earning over \$25,000.00 per year shall receive an \$850.00 per year increase and those Road and Bridge Workers earning over \$25,000.00 per year shall receive an \$800.00 per year increase.

Employees scheduled to work less than a forty hour work week shall receive a pro-rated increase according to the above listed formula.

ARTICLE 39

TERMINATION

This Agreement shall be full force and effect from January 1, 1990 to and including December 31, 1991 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 day of December, 1990 to be effechands and seals this tive as of January 1, 1990.

FOR THE EMPLOYER

FOR THE EMPLOYEES

Board of Chosen Freeholders

AFSCME, Local Union 3487

Attest:

Union President

SCHEDULE B

		1990			1991	
TITLE	PRCB.	MIN.	MAX.	PRCB.	MIN.	<u>MA</u>
Equipment Operator Bridgeworker Roadworker	18,972 16,553 15,693	19,472 17,053 16,193	29,514 27,155 23,495	20,217 17,698 16,838	20,717 18,198 17,338	30,3 27,9 24,3

SCHEDULE A

ROADS & BRIDGES

<u> BMAN</u>	D.O.E.	1990 <u>SALARY</u>	1991 <u>SALARY</u>
EQUIPMENT OPERAT	ORS		
J. Hartman F. Cortelyou J. Hand, Jr. F. Chernesky J. Layton W. Rodkey E. Brygier A. Nowak A. Hando G. Roach K. Geiger	06/58 06/59 09/72 09/74 11/76 10/82 10/83 05/84 11/84 02/85 03/85	29,514 28,685 25,788 24,629 23,229 19,472 19,472 19,472 19,472 19,472	30,314 29,485 26,588 25,479 24,079 20,717 20,717 20,717 20,717 20,717
M. Connolly R. Smith J. Galle J. R. Wirzman W. Demater T. D'Agostino G. Fagan F. C. Culver F. Buchholz J. Maurice M. Garcia W. Koch J. Wetzel	06/35 04/36 04/36 08/86 08/86 01/37 09/87 01/88 10/88 10/88 10/88 11/68 10/89 03/76	19,472 19,472 19,472 19,472 19,472 19,472 19,472 19,472 19,472 19,472 19,472 19,472	20,717 20,717 20,717 20,717 20,717 20,717 20,717 20,717 20,717 20,717 20,717 11,783
R. Evans K. Stibitz J. Kontir R. Giovanette W. Pierce G. Lovas B. DeGrasse J. Meka, Jr. C. Boyd J. Lakner R. Niles P. McCall R. Sherwin K. Morrison J. Franclich G. Price	08/71 11/85 01/87 04/87 05/87 11/88 05/99 06/89 06/89 09/89 10/89 03/90 04/90 06/90 08/90	27,155 17,053 17,053 17,053 17,053 17,053 17,053 17,053 17,053 17,053 17,053 17,053 17,053 17,053	27,955 18,198 18,198 18,198 18,198 18,198 18,198 18,198 18,198 18,198 18,198 18,198 18,198

RCADS & BRIDGES

		1990	1991
<u>name</u>	D.O.E.	SALARY	<u>SALARY</u>
<u>ROADWORKERS</u>			
	/		a. a
M. Healy	05/75	23,495	24,345
M. Colucci	07/77	21,417	22,267
K. Gossh	04/81	19,472	20,717
P. Bellocchio,Jr.	01/75	16,193	17,338
A. Hartmann	06/84	16,193	17,338
T. Hudson	07/85	16,193	17,338
W. Kosensky	09/85	16,193	17,338
A. Frey	09/85	16,193	17,338
J. A. Wirzman	08/86	16,193	17,338
J. Forster	05/87	16,193	17,338
M. Tomasztski	08/87	16,193	17,338
J. Drost	08/87	16 , 1 9 3	17,338
C. Petrone	11/87	16,193	17,338
R. Koshinsky	05/38	16,193	17,338
A. Schachtele	08/33	15,193	17,338
P. Docherty	10/98	16,193	17,338
J. Mroziuk	10/88	16,193	17,338
J. Vadinski	02/89	16,193	17,338
C. Spulick	07/89	16,193	17,338
P. LaMastro	09/89	16,193	17,338
G. Cheslock	09/89	16,193	17,338
E. Lunden	11/89	16,193	17,338
D. Lebida	11/89	15,693	17,338
H. Sniscak, Jr.	01/90	15,693	17,338
J. Teague	01/90	15,693	17,338
C. Hess	01/90	15,693	17,338
D. Morgan	03/90	15,693	17,338
B. Dusky	05/90	15,693	16,838
E. Sherkus	07/90	15,693	17,338
D. Tomaszfski	08/90	15,693	17,338
G. Povick	09/90	15,693	17,338
T. Fisher	10/90	15,693	16,838
J. Covert	11/90	15,693	16,838
K. Plesnarski	11/90	15,693	16,838
R. Guhl	12/90	15,693	16,338
		15,693	16,838
J. Lukac, III	12/90	15,693	16,838
G. Reich	12/90	-0-	16,838
K. Schultz	01/91	-u -	10,050