

AGREEMENT

between

**THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF PASSAIC
(PARA TRANSIT UNIT)**

and

**LOCAL NO. 11, affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

January 1, 2005 through December 31, 2007

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THIS AGREEMENT made and entered into on this ____th day of September, 2005, by and between the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF PASSAIC, hereinafter referred to as the "EMPLOYER", and LOCAL NO. 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, with its principal place of business located at 810 Belmont Avenue, North Haledon, New Jersey, a labor organization representing all blue collar full time (25 hours or more) Para Transit Drivers and Mechanics, hereinafter referred to as the "UNION".

ARTICLE 1. RECOGNITION

Section 1. The Board of Chosen Freeholders of the County of Passaic hereby recognizes the Union as the exclusive bargaining agent for all blue collar employees now employed or to be employed as full time (25 hours or more) Para Transit Drivers and Mechanics, exclusive of Supervisory, Office and Clerical employees, in all those matters specifically provided herein pertaining to rates of pay, hours of work, and other conditions of employment.

Section 2. Wherever used herein the term "Employees" shall mean and be construed only as referring to the blue collar full time (25 hours or more) Para Transit Drivers and Mechanics, exclusive of Supervisors, Office and Clerical employees.

ARTICLE 2. UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Local Union a Representation Fee.

Section 2. The County will notify the Union of any newly hired employees within fifteen (15) days of their starting date.

ARTICLE 3. CHECK-OFF OF UNION FEES

Section 1 (a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the 2nd salary paid to each

employee during the month and such deduction made the 1st month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1 (b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2. Representation Fee

A. If an employee does not become a member of the Union during any membership year (from January 1 to the following December 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a Representation Fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fee charged by the Union to its own members for that membership year. The Representation Fee to be paid by non-members will be up to 85% of that amount.

C. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the Representation Fee and promptly will transmit the amount so deducted to the Union.

D. The Employer will deduct the Representation Fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid:

(a) Within 21 days after receipt of the aforesaid list by the Employer; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

E. Except as otherwise provided in this Article, the mechanics for the deduction of Representation Fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

F. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the Representation Fee, and such changes will be reflected in any deductions made more than 21 days after the Employer received said notice.

G. On or about the last day of each month, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

H. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in Teamster Local 11 shall be available to all employees in the unit on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

I. The Union shall save the Employer harmless from any claims raised against it by an employee as a result of fulfilling its obligations under this Article.

ARTICLE 4. MANAGEMENT RIGHTS

Except as modified herein, Management shall have the right to determine all matters concerning the management and administration of the public agency, which rights shall include, but not be limited to the rights to (a) direct the work-force, (b) hire, promote, transfer, assign and retain employees, (c) suspend, demote, discharge or take other disciplinary action against employees for cause, (d) relieve employees from duties because of lack of work or other proper reasons, (e) maintain the efficiency of the operation, (f) determine methods, means and personnel by which such operations are to be conducted and (g) take any action necessary in conditions of emergency, regardless of prior commitments, to carry out the missions of the County.

ARTICLE 5. WORKWEEK

Section 1. The normal workweek shall consist of eight (8) hours per day, five (5) days per week.

Section 2. Any work performed on the sixth (6th) day shall be paid at one and one half (1-1/2) times the employee's regular rate of pay.

Section 2(a). Any work performed on the seventh (7th) day shall be paid at two (2X) times the employee's regular rate of pay.

ARTICLE 6. HOURS OF WORK

A. PARA TRANSIT DRIVERS

Para Transit Drivers shall be entitled to one-half hour (1/2) hour non paid lunch period. All lunch breaks must be taken by the end of the 5th hour. Employees will be scheduled according to the needs of the department. In order to provide adequate coverage, the County retains the right to adjust the schedule in accordance with the collective bargaining agreement:

- 6:00 A.M. to 2:30 P.M.
- 7:00 A.M. to 3:00 P.M.
- 7:30 A.M. to 3:30 P.M.
- 8:00 A.M. to 4:00 P.M.
- 9:30 A.M. to 6:00 P.M.

B. PARA TRANSIT MECHANICS

In order to provide adequate mechanic coverage, the mechanics may be assigned to three shifts. In order to provide adequate coverage, the County retains the right to adjust the schedule in accordance with the collective bargaining agreement:

- 7:00 A.M. to 3:00 P.M.
- 7:30 A.M. to 3:30 P.M.
- 8:00 A.M. to 4:00 P.M.

C. During the term of this Agreement, Employee's in the unit shall be entitled to a one-half (1/2) hour non-paid lunch period. All lunch breaks must be taken by the end of the 5th hour. Employees will be scheduled according to the needs of the department.

Para Transit Mechanics shall be entitled to one hour non paid lunch period.

ARTICLE 7. RATES OF PAY

Section 1. Overtime Rates

A. Any work performed beyond eight (8) hours in any one work day shall be considered overtime and be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all such hours worked. Overtime must be approved in advance.

B. Mechanics will receive one and one half (1-1/2) times their regular rate of pay for all hours worked after eight (8) hours.

C. Any work performed on the sixth day of the employees normal workweek shall be compensated at the rate of one and one half (1-1/2) times the regular hourly rate of pay for all such hours worked, provided the employee shall have worked his full workweek.

D. Any work performed on the seventh day of the employees normal workweek shall be compensated at the rate of two (2X) times the regular hourly rate for all such hours worked.

Section 2. Call-in Pay

A. Employees called to work prior to the start of their regularly assigned shift shall be paid overtime at the rate of one and one-half (1-1/2) times the regular rate for such hours worked prior to the beginning of the regular work day hours.

B. Employees called back to work after the conclusion of the normal shift, shall be entitled to a minimum three and one half (3-1/2) hours call back pay at the overtime rate of one and one-half (1-1/2) times the regular hourly rate. The Employer will make every effort to call back employees within the needed classification) on overtime.

C. The Employer guarantees a minimum of thirty-five (35) hours of work per week per employee that opts to work a thirty-five (35) hour week and a minimum of forty (40) hour week provided that no more than one-half of the employees in the unit are eligible for the forty (40) hour workweek immediately upon execution of this Agreement and one-half of the employees in the unit are eligible for the forty (40) hour workweek immediately upon execution of this Agreement and one-half of the employees in the unit will be eligible for the forty (40) hour workweek in July 2003. Eligibility for the forty (40) hour workweek shall be determined by seniority.

D. In the event an employee reports for regularly scheduled work shift without having been previously notified that there is no work, the said employee shall be guaranteed four (4) hours straight time rate.

Section 3. Equitable Distribution of Overtime

A. Overtime shall be distributed as equitably as practical among the employees qualified by classification and/or otherwise capable of performing the work required, except that an employee shall not be removed from a job which the employee has been performing on that day, in order to provide such equitable distribution.

B. Overtime distribution shall be within Departmental lines only.

C. In event any employee does not accept the overtime, his or her name will be placed at the bottom of such list as if they had accepted such request for overtime. Employees who are not contacted thru telephone conversation will not be charged as refusing to accept the overtime.

Section 4. Seasonal Employees

Except in case of vacation and/or emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of thirty five (35) hours per week, the duties of employees in the bargaining unit, nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

Section 5. Higher Classification Pay

A. In the event an employee is temporarily transferred to a higher rated position and performs the duties of that classification, the employee shall receive the rate of pay for the higher classification for the period of time during which said employee is transferred and performs the duties of the higher rated classification, provided such employee is engaged in the higher rated job for a major portion of the work day.

B. An employee temporarily transferred to a lower classification shall suffer no reduction in pay.

C. The provisions in sub Sections (A) and (B) are effective when such duty changes are made for the convenience of the Employer.

Section 6. Longevity

A. Longevity pay shall be determined by length of employment as follows each year of the contract and shall be paid on the anniversary date.

- 2% of base pay after completion of 7 years of service.
- 4% of base pay after completion of 10 years of service.
- 6% of base pay after completion of 15 years of service.
- 8% of base pay after completion of 20 years of service.
- 10% of base pay after completion of 25 years of service.

All employees currently on the payroll shall continue to enjoy the longevity benefit as established within the County of Passaic. Any new hire, employed after December 31, 1999, shall no longer receive longevity pay.

ARTICLE 8. PAY FOR TIME NOT WORKED

Section 1. Holidays

Employees within the bargaining unit shall be entitled to the following holidays with pay computed on the employee's regular straight time rate:

New Year's Day

Columbus Day

Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	1/2 Day Christmas Eve
Independence Day	Christmas Day
Labor Day	1/2 Day New Year's Eve
Employee's Birthday (effective January 1, 2003)	

Section 2. Eligibility

The employees, to be eligible for holiday pay, must work the last regularly scheduled work day before and the first regularly scheduled work day after the holiday, unless the day is an excused day with pay.

Sick days shall not be considered as an excused day, unless the employee is on an authorized leave of absence.

Section 3. Holidays Worked

All employees who are scheduled to work on any of the holidays shall be compensated for such work at straight time for all hours worked, plus the eight (8) hour holiday pay.

Section 4. Saturday or Sunday Holiday

If a holiday falls on Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday.

Section 5. Holiday During Vacation

If a holiday falls within the vacation period of an employee, the employee shall receive pay for same or extend the vacation period by one (1) day. If the employee is required to forego such holiday falling within the vacation period, said employee shall have the right, upon seven (7) calendar days notice to the Employer, to refuse the holiday pay and to take a work day off.

ARTICLE 9. VACATION

Section 1. Each full time employee shall accrue vacation leave with pay at the rate of one (1) working day per month during the first year of employment and each anniversary shall be entitled to vacation with pay in accordance with the schedule of days of entitlement as follows:

First calendar year	1 day per month
1 - 5 years	12 working days per year
6 - 10 years	15 working days per year
11 - 15 years	18 working days per year
16 - 20 years	20 working days per year

21 years and over 22 working days per year

Full time employees hired after January 1, 2006 shall accrue vacation leave with pay at the rate of .83 working days per month during the first year of employment and each anniversary will be entitled to vacation with pay in accordance with the schedule of days of entitlement as follows:

1 - 5 years	10 working days per year
6 - 10 years	12 working days per year
11 - 15 years	15 working days per year
16 - 20 years	18 working days per year
20 + years	20 working days per year

No vacation time will be taken during the ninety (90) day probationary period.

In the event the employee voluntarily leaves the employ of the Employer before the vacation period, the employee shall be compensated for any accrued vacation time that may be due said employee in accordance with the above schedule.

In the event the employee separates his/her employment with Passaic County, the employee shall be paid for benefit time only. In the event the employee was advanced vacation time, that employee must reimburse Passaic County for such time. In accordance with Passaic County policy, employees may only carry over one (1) year vacation time. Employees may not extend their scheduled vacation by using sick days unless on an approved leave of absence.

Section 2. The vacation schedule shall be posted on the bulletin board by the Employer not later than January 30th of each year. In preparing the vacation schedule, the Employer shall endeavor to grant vacation on the basis of departmental seniority and classification mix of its employees.

Vacations shall be taken during the regular vacation period. Depending upon business needs of the Department(s) under this Agreement, however, employees may request and the Employer may approve vacations at a period during which vacations are not normally granted.

ARTICLE 10. PAID SICK LEAVE

Section 1. Effective January 1, 2006, each full-time employee shall accrue paid sick leave as follows: one (1) working day per month during the first calendar year of employment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1st of each succeeding year. Such earned sick leave shall be cumulative from year to year. Employees will not be entitled to sick leave during the ninety (90) day probationary period.

Section 2. Should an employee use all his paid sick leave days and the County allows the employee to use paid sick leave days not yet earned, and the employee's employment with

the County is terminated, the county reserves the right to deduct the unearned paid sick leave from any monies the employee may have due him.

Section 3. Any employee may be, at the discretion of the Employer, required to present a doctor's statement as proof of illness after four (4) days absence by reason of illness. The County may request a doctor's note if absenteeism is found to be excessive. All employees returning from a medical leave of absence must report to the County Personnel Office upon returning to work.

Section 4. Upon retirement from the County, employees shall be paid for unused sick leave at the rate of 50% for each day accumulated, to a maximum of \$12,000.00 as per Resolution.

Section 5. Employees who are absent are responsible to call in and indicate the reason for their absence at least one hour before their start time. Calls from anyone other than the employee will not be accepted. The employee must call in each day, unless a doctor's note has been submitted. If the employee failed to call in, the Supervisor has the right to dock the employee and discipline the employee as indicated in the disciplinary section. For just cause, the Supervisor may request a physician's note. The supervisor will monitor for "Patterning" which will be defined as: repeated use of sick days in conjunction with the employee's days off; before or after a holiday, or calling in on the same day throughout the week. Excessive use of sick time is determined when the employee has exhausted all of their earned sick time. Abuse of sick time is defined as an employee using sick time for other than a legitimate illness. All employees absent for more than five (5) days must apply for a medical leave of absence (**PER100**). This form must be completed by their physician and returned within ten (10) days. Employees returning from medical leave must supply documentation indicating they are capable of performing their duties. If an employee exhausts their earned benefits, they may request a leave without pay. If an employee goes on a leave without pay, they should contact the Personnel Department to discuss temporary benefits. Employees on "without pay status" will not receive credit for benefit days or longevity pay.

ARTICLE 11. PERSONAL LEAVE

Section 1. Each employee shall be entitled to three (3) personal leave days with pay for the transaction of personal business. Application for such leave must be in writing and submitted to the Employer at least three (3) days in advance. Personal leave must be with the approval of the Employer. Personal days must be used each year or they will be forfeited. Employees shall accrue one (1) personal day every four (4) months.

ARTICLE 12. BEREAVEMENT LEAVE PAY

Employees covered by this Agreement shall be allowed three (3) consecutive work days off with pay at the employee's straight time pay for each situation where a death occurs in the immediate family. The immediate family for the purpose of this section is defined as a spouse, children, employee's parents, grandparents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, or a member of the immediate family of the employee. Documentation will be required establishing death.

ARTICLE 13. JURY DUTY

An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed and the seven (7) or eight (8) hours straight time pay for scheduled working time lost depending upon the work schedule of the employee. Full wages shall be paid upon surrender of such amounts received as jury duty pay. The employee shall be required to give prior notice to the Employer of said employee's call for jury duty and the Employer agrees to provide free parking for anyone serving on jury duty at no cost to the employee.

ARTICLE 14. NON-CASH BENEFITS

Section 1. Health Benefits

A. The County agrees to provide hospitalization and major medical insurance as outlined in the Passaic County Health Benefits Booklet effective January 1, 1995. The County agrees they will not reduce the current benefits. For those employees on an approved leave of absence, they will continue to receive Health Care Benefits as in accordance with the current County Policy and Family Leave Act. (Thirty (30) day grace period, plus twelve (12) weeks family leave).

The County provides the Dental Insurance for all employees, excluding family coverage. Employees of this bargaining unit may obtain dental and/or optical coverage for themselves, their spouse and/or family through the Teamsters' dental and optical plan, at the employees sole cost and expense. The Employer agrees to deduct from the wages of employees in the Teamsters' dental and/or optical plan the cost of the dental and/or optical plan and remit same to the Union within fifteen (15) calendar days after the deduction is made.

B. The County shall provide to all employees who are under the jurisdiction of this contract a Prepaid Prescription with a \$5.00 Co-Pay at no cost to the employees, and no co-pay for Generic drugs.

C. The County will provide a \$4,000.00 Life Insurance policy to all active employees in the bargaining unit.

ARTICLE 15. UNIFORM & SAFETY EQUIPMENT

Section 1. It shall be the responsibility of the employees to adhere to the dress code and wear the proper items of clothing. Employees who do not wear the dress code or appear on the job without the proper clothing may be sent home with loss of pay and shall be subject to disciplinary action.

ARTICLE 16. MISCELLANEOUS BENEFITS

Section 1. Leaves of Absence Without Pay

A. Upon making timely written application, permanent employees may request a personal leave of absence without pay for a period not exceeding ninety (90) days without loss of seniority. Such applications shall state the reasons for such request. The Employer shall evaluate the request against business requirements and may deny the request for good and sufficient reason.

B. Such leave may also be granted to attend an approved school with a course of study designed to increase an employee's usefulness in the job to which the employee is assigned upon return to service. Management shall make the final disposition of such request.

C. Employees shall request a leave without pay in accordance with the Federal and State Family Leave Act, provided said employee meets the requirement under that Act. Upon receipt of proper documentation, the employee shall be entitled to a family leave of twelve weeks per year. Medical benefits shall be provided by Passaic County for the duration of the twelve week period.

Section 2. Work Related Illness or Injury

A. The Employer shall provide coverage for all employees covered by this Agreement under the Worker's Compensation Law. The County of Passaic will administer Workers Compensation Benefits pursuant to N.J.S.A. 34:15-12 and N.J.S.A. 34:15-14. Employees who are physically capable of returning to light duty will be assigned to a light duty task, when such light duty is available.

B. Employees suffering an alleged work-related illness or injury, except in case of emergency, must be treated by a physician comprising the panel of medical doctors as designated by the Employer.

C. Employees who are medically unable to perform the duties of their employment because of injury or illness incurred in the course of their employment, and who receive temporary Worker's Compensation benefits, shall be entitled to supplemental sum equal to the difference between their regular rate of pay and the amount paid as temporary disability compensation, to coincide with N.J. State Statute.

D. In event an employee utilizes any sick time prior to receiving Worker's Compensation, such sick time will be returnable to the first day of illness or injury.

Section 3. Veterans Rights and Benefits

A. The seniority rights of all employees who are drafted pursuant to an appropriate law now in force or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

B. Such reinstatement of veterans shall be in accordance with law in effect at the time of discharge from military service.

Section 4. Mechanics Tool Allowance - Mechanics will receive one hundred fifty dollars (\$150.00) in each year of the Contract as a tool allowance. The employee must provide the County a receipt of purchase. The employee will be reimbursed by voucher.

Section 5. Employees within this bargaining unit will follow established CDL policy. All new employees will be reimbursed for the initial CDL license. The employer will be responsible to reimburse the employees the cost of CDL physicals for drivers every two (2) years.

Section 6. It is agreed that all employees will utilize the safety equipment as provided by Passaic County. Safety back belts must be worn while employees are lifting and maneuvering wheelchairs.

Section 7. Hepatitis Vaccine - Employees shall be entitled to Hepatitis vaccine on a voluntary basis, provided the employee submits clearance from his/her physician.

Section 8. Shoe Allowance - The Employer will provide drivers with fifty dollars (\$50.00) in each year of the Contract.

Section 9. Effective January 1, 2005, those employees in the unit who finish with at least five (5) sick days of the fifteen (15) sick days will receive a bonus of four hundred (\$400.00) (not on base) payable in January of the following year. Effective January 1, 2006, those employees in the unit who finish the year with at least ten (10) sick days of the fifteen (15) sick days will receive a bonus of four hundred (\$400.00) (not on base). Effective January 1, 2007, there will be no sick day bonus.

ARTICLE 17. GRIEVANCE PROCEDURE

Section 1. A grievance shall be any difference of opinion, controversy, or dispute arising between the parties involving the interpretation or application of any provision of this Agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause for the grievance occurred, and the procedures following shall be resorted to as the sole means of obtaining adjustment of the grievance.

Section 3. Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

Section 4. Steps

1. The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward, and the Foreman. The Foreman shall within ten (10) working days thereafter give an oral decision on the grievance.

2. If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve the same upon the Supervisor. Within ten (10) working days thereafter, the grievance shall be discussed between the Supervisor of the respective Department involved and a representative of the Union. A written decision shall be given to the Union within ten (10) working days thereafter.

3. If the decision given by the Supervisor of the respective Department involved to the Union does not satisfactorily settle the grievance, the Union shall notify the Director, within ten (10) working days, of its desire to meet with the Director, who shall meet with a representative of the Union within ten (10) working days after receipt of such notice. A written decision shall be given to the Union within ten (10) working days thereafter.

4. In the event the grievance is not satisfactorily settled by the meeting between the respective Director and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of that Commission, who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding. Arbitration's shall be in accordance with State Statute N.J.S.A. 31-13A 5-3.

Section 5. The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of this Agreement. No dispute arising out of any questions pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 6. The cost of the arbitration, other than the costs incurred individually by the parties in the preparation and presentation of their case to the arbitrator, shall be shared equally by the Employer and the Union.

Section 7. The Union will notify the Employer, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

ARTICLE 18. SENIORITY

Section 1. The Employer shall establish and maintain a seniority list by classification of employees, names and dates of employment from date of last hire on a Department basis, with the employee with the longest length of continuous and uninterrupted classification service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in classification order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall commence from the employee's date of last hiring with the Employer.

Section 2. Other than seasonal and part-time employees, new employees retained beyond the ninety (90) days shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

Section 3. During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of probationary employees if they are dismissed during the probationary period.

Section 4. The Shop Steward shall have automatic top Departmental seniority during his term of office.

ARTICLE 19. JOB VACANCIES, NEW JOBS CREATED

Section 1. If new jobs are created or if permanent vacancies occur in a higher-rated position, the Employer shall determine the qualifications required for the position and shall determine which, if any, of the applicants meet the qualifications. The most senior of those determined to be qualified shall be deemed the successful bidder. If an employee is dissatisfied with the determination of the Employer, said employee may institute a meeting with the Department Head of the respective Department involved within three (3) calendar days after the notification of the selection is made, however, the decision of the Department Head of the respective Department involved may be made a subject for the Grievance Procedure.

Section 2. The Employer agrees to post a notice of such new jobs or vacancy on the bulletin board for a period of seven (7) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Departmental employees interested, in order to be eligible, must sign the notice. Preference will be granted on the basis of departmental seniority provided the applicant has the necessary skill and ability to perform the work required.

Section 3. If a bidder is a successful applicant, said employee will be notified by a notice placed on the bulletin board within seven (7) working days after the expiration of the seven (7) working days required under Section 2 above.

Section 4. Any employee so selected to fill such job shall be granted a trial period of up to ninety (90) calendar days. If it shall be determined by the Employer at any time after the first ninety (90) calendar days of the trial period that the promoted employee is not qualified to discharge the duties of the position to which said employee was promoted, the employee shall resume the former position held or a position equivalent thereto. The employee shall receive the rate for the job as of the day that person begins the trial period. If removed from the position during or at the end of the trial period, the employee shall receive the rate of the position to which said employee is assigned.

Section 5. The Employer shall establish the hourly rate for any new or materially changed job title and shall notify the Union in writing. If the Union files a written protest, the Union and the Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly wage rate accordingly.

ARTICLE 20. FORCE REDUCTION

Section 1. The Employer agrees that it will not engage any new employees unless all of the regular, full-time employees are working the scheduled hours noted in this agreement, in accordance with job classification.

Section 2. In the reduction or restoration of the working force, the rule to be followed shall be by classification and the length of service with the Employer. The employee with the least seniority shall be laid off first and in re-hiring, the reverse principle shall apply; namely, the last employee laid off shall be the first to be re-hired.

Section 3. In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay.

Section 4. An employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.
2. Failure to report for work for five (5) consecutive work days without notifying the employer.
3. Lay-off of more than twelve (12) consecutive months.

ARTICLE 21. DISCHARGE

Section 1. An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except a probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

Section 2. The procedure for taking disciplinary action or measure against an employee covered by this agreement shall be set forth as follows in accordance with the New Jersey Administrative Code. Disciplinary action or measures shall be in a professional nature. The first step being oral warning, second step a written warning, and third step a major disciplinary hearing. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee. Where the Supervisor seeks the imposition of suspension without pay, or dismissal from service, notice of such disciplinary shall be made in writing and served upon the employee. Discipline shall be imposed for just cause. The conduct for which discipline is imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with one copy of the notice. The Union representative at the appropriate level shall be notified, in writing, within twenty four (24) hours of the name of employee served with a notice of discipline. All disciplinary action should be documented and forwarded to a Union representative. A Union representative should be present during a major disciplinary proceeding. Postponements of disciplinary hearings will not be granted unless the employee submits documentation of legitimate reason for the postponement.

ARTICLE 22. TERMINATIONS

Section 1. Separation from the service of the Employer may result from voluntary resignation of the employee, or by the involuntary termination of said employee's services.

Section 2. Employees who resign will tender their resignations in writing, if possible, at least two (2) weeks prior to the effective date of the resignation, in order to provide sufficient time for appointing and training the successor.

ARTICLE 23. WORKING TEMPERATURE

Section 1. During the months of November, December, January, and February, the Employer under normal circumstances will endeavor to maintain the garage inside temperature at or above 58+2 degrees F.

Section 2. It is further understood that, if under normal circumstances, the Employer is unable to maintain the stated minimum temperature, and such condition persists for a period of four (4) or more hours in a given work shift, the Employer may re-assign the affected employees to other locations until the condition has been corrected.

ARTICLE 24. GENERAL PROVISIONS

Section 1. It is agreed that the parties hereto will continue to abide by all State and Federal discrimination laws and no employee shall be discriminated against or interfered with because of Union activities.

Section 2. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices. The Union shall provide a copy of all such notices to the Employer prior to posting.

Section 4. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all employees.

Section 5. The County shall provide a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon for mechanics only.

Section 6. All previous benefits shall remain in effect.

Section 7. All toll tickets and equipment issued to drivers shall be accompanied by a receipt signed by the driver, in order to avoid any disputes as to the amount owed by the driver.

Section 8. The Employer shall reimburse all drivers for telephone calls and expenses incurred having a direct relation to operations.

Section 9. No driver shall be disciplined for refusing to drive an unsafe vehicle. If the Employer's position is that the vehicle is safe, the dispute as to whether the vehicle is unsafe shall be referred to the State motor carrier for final determination and the driver shall drive the vehicle during the interim period. Under no circumstances will a driver be required to drive a bus without the maintenance department's signed and written determination that the vehicle is safe.

Section 10. Whenever a spare vehicle which meets the client's route requirements is available at the terminal in question, the driver will be permitted to drive such spare vehicle until the dispute is resolved. However, if a driver is involved in repeated disputes of this nature, the Union will meet with the driver to determine the legitimacy of the problem.

Section 11. Mechanics lunch - break - It is agreed that the Mechanics will be allotted lunch and break in accordance with the current contract. A memorandum will be distributed to all staff members, clarifying the lunch and break schedule provided for in the contract. A copy of this memorandum will be forwarded to the Union Representative.

Section 12. Probationary Employees - Employees, who are within the test period, shall complete the working test period prior to enjoying benefits days or health insurance coverage. Upon completion of the working test period, employees shall receive benefits retroactively.

ARTICLE 25. DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on January 1, 2005 and shall continue in full force and effect until December 31, 2007, shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing at least ninety (90) days prior to the expiration date to change or modify or terminate this Agreement. In such cases, the parties shall endeavor to negotiate a new Agreement within the ninety (90) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this day of 2005.

COUNTY OF PASSAIC
BOARD OF CHOSEN FREEHOLDERS

LOCAL NO. 11, affiliated with
the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS

BY: _____

BY: _____

COMMITTEE:

APPENDIX A

The County Board of Freeholders and the Union agree that they will establish a Safety Committee - two (2) from the Union side and two (2) from Management side.

APPENDIX B

The County agrees with the Union that any items that are not mentioned in the above contract that employees in the bargaining union are enjoying now will not be discontinued.

APPENDIX C
EDUCATIONAL FUND

The Employer agrees to contribute one cent (\$.01) per hour to Teamster Local 11 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 11 Benefit Plan Trust Agreement by an equal number of Employer and Employee Trustees. Such contribution will be submitted to the Union on a quarterly basis.

WAGES

Effective and retroactive to January 1, 2005 – 3.5% COLA on base, increments paid when due.

Effective January 1, 2006 – 3.5% COLA on base, increments paid when due.

Effective January 1, 2007 – 3.5% COLA on base, increments paid when due.

Effective January 1, 2005 eligible employees currently on Step 3 shall move to Step 5 on their anniversary date.

Effective January 1, 2005 Step 5 shall become Step 4, Step 8 MVO and Step 9 Mechanic shall be eliminated for the duration of this Contract.

Motor Vehicle Operator Elderly & Handicapped Persons (35 hour week)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
2005	19,053	20,328	21,608	22,884	24,161	25,435	26,711	27,988
2006	19,720	21,040	22,364	25,007	26,325	27,646	28,968	
2007	20,410	21,776	23,147	25,882	27,247	28,614	29,982	

Motor Vehicle Operator Elderly & Handicapped Persons (40 hour week)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
2005	21,774	23,232	24,693	26,152	27,612	29,075	30,526	31,987
2006	22,536	24,045	25,557	27,067	28,578	30,093	31,595	
2007	23,325	24,886	26,452	28,014	29,578	31,146	32,701	

Mechanic, Diesel (40 hour week)

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
2005	37,617	39,464	41,311	42,343	45,000	46,192	47,764	49,481	50,718
2006	38,934	40,845	42,757	46,575	47,809	49,436	51,213	52,493	
2007	40,296	42,274	44,253	48,205	49,482	51,166	53,006	54,331	