

A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS

THE COUNTY OF SOMERSET

and

COMMUNICATION WORKERS OF AMERICA AFL-CIO

SOMERSET COUNTY BUS DRIVERS ASSOCIATION

2005 - 2007

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	Recognition2
ARTICLE 2	Supervisors.....2
ARTICLE 3	Union Bulletin Board2
ARTICLE 4	Probationary Period.....3
ARTICLE 5	Premium Pay3
ARTICLE 6	Call-In Time4
ARTICLE 7	Discipline4
ARTICLE 8	Grievance Procedure5
ARTICLE 9	Vacations.....7
ARTICLE 10	Safety.....9
ARTICLE 11	Management Rights9
ARTICLE 12	Assignment Posting.....9
ARTICLE 13	Sick Leave10
ARTICLE 14	On the Job Injuries13
ARTICLE 15	Health and Dental Benefits13
ARTICLE 16	Group Insurance and Pension.....13
ARTICLE 17	Uniforms14
ARTICLE 18	Military Leave15
ARTICLE 19	Jury Duty15
ARTICLE 20	Funeral Leave.....16
ARTICLE 21	Separability and Saving Clause.....16
ARTICLE 22	Holidays17
ARTICLE 23	Personal Days of Absence.....17
ARTICLE 24	Salaries18
ARTICLE 25	Commercial Driver’s License19
ARTICLE 26	Union Rights21
ARTICLE 27	Termination Clause23

Labor Agreement

This Agreement is entered into this 19th day of July, 2005 by and between the Communications Workers of America, AFL-CIO/Somerset County Bus Drivers 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, 2005 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 Communications Workers of America, AFL-CIO/Somerset County Bus Drivers Association as the sole and exclusive bargaining agent for persons employed as Mini Bus Drivers, Motor Coach Operators and In-Home Service Workers by the County of Somerset in the transportation division as provided for in PERC Amendment of Certification of Representative Docket No. AC-95-3 issued January 25, 1995 in all matters pertaining to rates of pay, wages, hours of work and other mandatory terms and conditions of employment.

ARTICLE 2

Supervisors

Supervisors will not continually perform bargaining unit work except when needed in emergency situations.

ARTICLE 3

Bulletin Board

The Employer agrees to provide a 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.

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.

ARTICLE 5

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:

1. All hours spent in the service of the Employer in excess of forty (40) hours in any work week or in excess of eight (8) hours in any work day.

2. All hours spent in the service of the Employer on any holiday in addition to regular holiday pay.

The Employer agrees to count benefit days towards overtime calculation.

ARTICLE 6

Call-In Time

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

Disciplinary actions are defined by County policy. Discipline of any employee shall be imposed only for just cause. If the Employer imposes serious discipline (as defined in County policy), 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.

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

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.

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. The supervisor shall meet with the employee to discuss the grievance and shall give his/her written decision to the employee within five 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 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 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) within five 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 five working days of receipt of the grievances. 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 employer shall provide a "Grievance Form" which can be secured from the Personnel Office and which can be submitted by an employee as the formal written grievance.

C. Grievance Records

The Personnel office shall maintain a record of all grievances that are processed beyond Step 2 of the grievance procedure. The Personnel 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

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

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 and subject to the approval of the Employer.

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

HOURS PER WEEK

YEARS OF SERVICE	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

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 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.

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

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

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.

The Employer shall not require employees to operate any bus or 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.

ARTICLE 11

Management Rights

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

If an assignment becomes available the Employer will post such assignment for a 72 hour period. Anyone in the bargaining unit interested in the assignment will express interest by signing the posting. 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.

If a 40 hour Employee accepts a lesser position such as a 30 hour assignment, the 40 hour Employee will become a 30 hour employee.

There will be only one posting per open assignment. Any openings created by the initial posting will be filled in accordance with what is determined to be in the best interest of the County.

If no interest is expressed in the assignment as posted by existing employees, the County will fill the position from outside.

ARTICLE 13

Sick Leave

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

Weekly Work Hours	20	21	25	28	30	35	37½	40
Sick Leave Hours	60	63	75	84	90	105	113	120

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 Hours	20	21	25	28	30	35	37½	40
Monthly earning of Sick Leave in Remaining Calendar Year.	4	7	5	7	6	7	7½	8

Any annual sick leave hours which would otherwise accumulate thereafter shall earn additional vacation hours on the basis of hours over the accumulated allowance divided by 3. Excess sick leave hours shall be converted to vacation hours at the end of each calendar year. Hours over the accumulated allowance divided by 3 shall not be converted to vacation hours.

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 carried over from the previous calendar year. The employee shall also receive payment for 1/12 of the sick leave hours credited to his/her terminating 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 of an employee's accumulation of unused sick leave hours, there is less than one half hour remaining the employee shall not receive credit for this.

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, regardless of his/her number of years of service with the County.

In the event of death of an 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 years or more of service.

When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours 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 1/12 of the Sick Leave hours credited to his/her retiring year for each full month worked during said year, provided the employee had not already used such time.

If an employee becomes sick or disabled, the employee may be eligible for the extended sick leave program. The employee may receive up to half pay per week for up to twenty-six (26) weeks during such disability. This program becomes effective after the employee has used up all of his/her accumulated sick days.

ARTICLE 14

On the Job Injuries

When a driver sustains an on the job injury and requires medical/rehabilitative services, and the employee is assigned to light duty, the employee will be scheduled for medical/rehabilitative services during normal working hours. If it is not feasible for the employee on light duty to be scheduled during normal working hours, the Employer will compensate the employee for medical/rehabilitative appointments made after hours.

ARTICLE 15

Health and Dental Benefits

Employees will continue to receive the same health insurance benefits which are offered to other County employees, including any changes.

ARTICLE 16

Group Insurance and Pension

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

The Employer shall provide five (5) uniforms, consisting of five (5) smocks or shirts and five (5) coulats, pants or skirts (or any combination of these totaling five (5) to the employees, which will be required to be worn and maintained by the employee). Uniforms will be replaced every two years by the Employer. The Employer will provide one (1) light jacket or one (1) heavy weight jacket once every two years, or as needed, based on normal wear and tear. The Employer will provide a raincoat to all new employees, with replacement on a normal wear and tear basis.

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

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

The Employer shall provide all unit employees up to fifty (50) 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

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.

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

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

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.

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

The Employer agrees to grant an employee not less than three (3) and up to five (5) working days leave with pay as funeral leave with full pay when a death occurs in the employee, family. Pay will be based on the number of hours designated the position held by the employee.

The employee's immediate family is considered to include Spouse, 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

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

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

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

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 24

Salaries

(a) The EMPLOYER and the Union agree that all employees covered by this agreement will be included in the Hay system. Unit employees on the County payroll as of the date of this agreement will receive wage increases for the first year of this agreement as per the 2005 Hay Pay Policy and Salary proposal, as follows: Across the board salary adjustment of \$250.00 plus 3.5%, then a one-grade upgrade of 5%.

(b) In 2006, employees will receive performance evaluations. Salary increases shall be per the Hay system, with a guarantee of at least 3%, for all employees not receiving a performance evaluation of "unsatisfactory".

(c) In 2007, employees will receive performance evaluations. Salary increases shall be per the Hay system, with a guarantee of at least 3%, for all employees not receiving a performance evaluation of "unsatisfactory".

(d) All employees who successfully pass their probationary period pursuant to Article 4 of this Agreement shall have their salary adjusted to the same salary as other regular employees in the bargaining unit in the same hourly category.

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

(f) The above salary increases shall be effective in January of each year.

(g) An employee who is promoted from Mini Bus Driver to Motor Coach Operator shall receive a 3% salary increase. If the employee so promoted voluntarily chooses to return to the position of Mini Bus Driver and a vacancy exists, then said employee will receive a 3% salary decrease.

ARTICLE 25

Commercial Driver's License

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 may be subject to mandatory random drug and alcohol testing, and to annual eye examinations 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. 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 T-Com. The following procedures will be followed depending upon the outcome of the physical examination:

1. If the employee fails their physical at T-Com:

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:

The employee has up to thirty 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 thirty 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.

3. If the employee does not have a valid medical card or;

If the employee's CDL passenger endorsement is suspended or revoked:

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.

The County shall pay all fees related to the CDL portion of any license renewal.

ARTICLE 26

Union Rights

(a) Shop Steward. The County recognizes the right of the Union to designate one shop steward and one alternate shop steward.

Shop stewards 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.

(b) The parties agree to grant a maximum aggregate of seven (7) days of paid leave during a calendar year for attendance at Union conventions and meetings. Requests for Union leave must be made in writing at least two weeks in advance to the division head.

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.

(c) Dues Deductions. 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 Union at CWA, c/o Secretary/Treasurer, 501 Third Street, N.W., Washington, D.C. 20001-2797.

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.

The Employer shall within thirty (30) days of the execution of this Agreement and each Agreement thereafter, provide to the Local Union President a list containing the names and home addresses of employees covered by this Agreement.

The names of any new hires, terminated employees together with the date of their termination and the names of employees on leave of absence will be provided by the Employer to the Local Union President once every two (2) months.

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

ARTICLE 27

Termination Clause

This Agreement shall be in full force and effect from January 1, 2005 to and including December 31, 2007 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 seals this 19th day of July 2005 to be effective as of January 1, 2005.

FOR THE UNION

FOR THE EMPLOYER

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____