

A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS OF  
THE COUNTY OF SOMERSET

and

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

JANUARY 1, 2007  
DECEMBER 31, 2009

Covering the Vehicle Maintenance Department Employees

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LABOR AGREEMENT

This AGREEMENT is entered into this 25<sup>th</sup> day of June 2008, by and between TEAMSTERS LOCAL 469 an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS "IBT" hereinafter referred to as the "UNION"; and the BOARD of CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, hereinafter referred to as the "EMPLOYER".

This effective date of this Agreement is January 1, 2007.  
The EMPLOYER and the UNION agree as follows:

ARTICLE 1

RECOGNITION OF THE UNION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agency for all blue collar employees employed by the County of Somerset in the Vehicle Maintenance Department including Senior Mechanics, Mechanics, Mechanic Helpers and Partspersons as provided for in PERC Certification of Representation Docket #RO-94-28, dated November 9, 1993. Excluded are clerical employees, white collar employees, professional employees, craft employees, police officers, firefighters, confidential employees, supervisors and managerial executives within the meaning of the Act.

## ARTICLE 2

### 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 3

### 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 4

### HOURS OF WORK AND MEAL ALLOWANCE

1. The EMPLOYER agrees to schedule each unit employee for four (4) days of work at ten (10) hours each day constituting 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 four (4) 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 twelve dollars (\$12.00) 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. There shall be no compensatory time off. Each employee shall be paid for overtime worked at his/her appropriate rate and as provided in the premium pay section.

## ARTICLE 5

### 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 the bargaining unit shall be posted. Each time there is an opportunity for overtime, the person whose name appears below the name last called shall be called first.

2. Overtime hours which have been worked shall be periodically posted.

3. If the County is closed due to an emergency, employees working during this time will be paid double time for their regular shift hours and time and one half for all other hours worked.

## ARTICLE 6

### 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 ten (10) hours in any twenty-four hour period.

2. 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 four (4) 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 ten (10) hours straight time.

Opportunity to earn premium pay shall be rotated pursuant to Article 5 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 ten (10) hours on the following holidays: Thanksgiving, Christmas and New Year's Day.

## ARTICLE 7

### GRIEVANCE PROCEDURE

A grievance is defined to be any controversy, complaint, misunderstanding or dispute an employee may have with the County relative to an alleged violation of the express terms of this Agreement. Any grievance arising between the EMPLOYER and the UNION or any employees represented by the UNION shall be resolved in the following manner:

#### Step 1:

The aggrieved employee or employees must present a grievance in writing to the first line supervisor through the shop steward within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred. The shop steward will investigate and attempt to adjust the grievance of any employee after notification to the supervisor. The employee shall have the right to have a UNION representative present during discussion of any grievance with representatives of the EMPLOYER. If a satisfactory resolution of the grievance is not reached with the first line supervisor within three (3) working days, the grievance may be appealed to Step 2 within two (2) working days thereafter.



## Step 2:

If the grievance has not been resolved at Step 1, within two (2) working days thereafter, the UNION Business Representative may present the grievance to the Division Head. The Division head must render his/her decision within five (5) working days thereafter. If there is no resolution of the grievance within five (5) working days, the employee or the UNION may bring the grievance to Step 3 within two (2) working days thereafter.

## Step 3:

If the grievance has not been satisfactorily resolved at Step 2, the grievance may be brought to Step 3 within two (2) working days of a decision or expiration of the time to make a decision from Step 2. The grievance at this step shall be brought to the Department Head (Director of Public Works or his/her designee) The Department Head shall have five (5) days thereafter to render a decision.

## Step 4:

In the event the grievance is not satisfactorily resolved at Step 3, the matter may be submitted by either party to arbitration within ten (10) days thereafter. A grievance will be deemed submitted to arbitration if timely written notice from the UNION of intent to arbitrate is received by the Director of Public Works or the Director of Human Resources or if such notice is received from the EMPLOYER by the UNION within ten (10) days. An arbitrator shall be selected from a list of names requested from the American Arbitration Association or the New Jersey Public Employment Relations Commission. The arbitrator's opinion and award shall be

final and binding. No strikes, lockouts, labor holidays, walkouts or slow downs shall take place during the pendency of the decision by the arbitrator.

The arbitrator shall have no authority to alter, amend or otherwise depart from the terms and provisions of this Agreement. The arbitrator's fee shall be borne equally by the parties, with each party bearing its own costs of arbitration.

Matters only may be submitted to arbitration by representatives of the EMPLOYER and/or the UNION. Bargaining unit members, as individuals, shall have no right to submit any matter to arbitration.

If either party fails to comply with the award of the arbitrator or with the procedures of this Article, the other party has the right to take all legal action to enforce compliance.

The parties agree that neither the UNION nor any employee or employees may bypass any step of this procedure, except by mutual agreement between the UNION and EMPLOYER. All time limitations established by this Agreement may be relaxed by mutual agreement between the EMPLOYER and the UNION.

**ARTICLE 8**

**VACATIONS**

Vacation entitlement shall be provided as per County policy.

**ARTICLE 9**

**SAFETY**

The EMPLOYER shall not require, direct or assign any employee to work under unsafe or hazardous conditions.

The EMPLOYER shall not require employees to take out onto 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 Vehicle Maintenance.

**ARTICLE 10**

**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 11**

**RATES OF PAY**

The EMPLOYER and the UNION agree that all employees covered by this Agreement shall remain in the Hay system. All

employees grade 8 or lower and on the payroll as of the execution of the February 13, 2008 Memorandum of Agreement will receive a salary increase of three hundred dollars (\$300.00) plus a four percent (4%) increase for 2007. All employees grades 9 -10 and on the payroll as of the execution of the February 13, 2008 Memorandum of Agreement will receive a salary increase of one hundred and fifty dollars (\$150.00) plus a four percent (4%) for 2007. These raises will be applied retroactive to January 1, 2007.

Effective January 1, 2008 and again on January 1, 2009 all employees will be eligible to receive salary increases under the County-wide Hay system, provided that those employees shall be guaranteed to receive a salary increase of at least 3%.

Employees with the Title of Mechanic earning less than \$40,000 per year after the annual budgetary increase (January 1, 2008 and January 1, 2009) will receive an adjustment of seven hundred and fifty dollars no cents (\$750.00). Employees with the title of Mechanic's Helper earning less than the maximum for the corresponding grade after the annual budgetary increase (January 1, 2008 and January 1, 2009) will receive an adjustment of seven hundred and fifty dollars no cents (\$750.00).

**ARTICLE 12**

**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 13**

**PAY DAY**

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

**ARTICLE 14**

**SICK LEAVE**

1. Employees with one (1) or more years of employment shall be awarded 120 hours paid sick leave at the beginning of each calendar year without loss of pay.

2. Employees with less than one (1) year employment shall be entitled to ten (10) sick leave hours for each month worked to a maximum of one hundred twenty (120) hours.

3. Employees who were hired after January 1, 1980, may accumulate unused sick leave hours from year to year to a maximum of 1,440 hours. After reaching 1,440 hours, unused sick leave may be converted to vacation with eight (8) hours of vacation for every twenty-four (24) hours of unused sick leave.

4. When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more of service with the County, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave hours carried over from the previous calendar year. The employee shall also receive payment for one-twelfth (1/12) of the sick leave hours 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 hours there is less than four hours remaining, the employee shall not receive credit for this remainder.

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

6. 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.

7. When an employee retires, the employee shall receive payment for one-half (1/2) 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 also shall receive payment for one-twelfth (1/12) of the sick leave hours 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 four (4) hours remaining, the employee shall not receive credit for this remainder.

#### **ARTICLE 15**

##### **HEALTH CARE INSURANCE PROGRAM**

The EMPLOYER shall provide each employee with the same health care insurance benefits which are offered to all 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.

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

## ARTICLE 17

### UNIFORMS

The EMPLOYER shall provide five (5) shirts, five (5) pants, and two (2) sets of lightweight overalls to each employee, which will be required to be worn and maintained by the employee. The shirts and pants will be replaced every two years by the EMPLOYER. The shirts and pants may be replaced earlier on a normal wear and tear basis. The EMPLOYER also shall provide five (5) tee shirts annually. The EMPLOYER will provide one set of insulated coveralls or one (1) winter jacket or one (1) light jacket every two years alternating between insulated coveralls or winter jacket, and the light jacket. The EMPLOYER will provide raincoats and slush boots to all new employees, with replacement on a normal wear and tear basis.

The EMPLOYER will reimburse employees for the purchase of one (1) pair of safety shoes (steel-toed) at a cost of \$100.00. The EMPLOYER will reimburse employees for a second pair of safety shoes on a normal wear and tear basis at a cost not to exceed \$100.00. The EMPLOYER may require employees to submit a receipt prior to reimbursement.

All employees are required to wear uniforms including tee shirts during their working hours. Work gloves will be provided when needed.



**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 under the Act.

**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 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 ten (10) hours straight time pay for each day on Jury Duty Service.

**ARTICLE 20**

**FUNERAL LEAVE**

The EMPLOYER agrees to grant an employee up to four (4) 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 21**

**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. Employees required to possess a Commercial Driver's License ("CDL") will be reimbursed only for the CDL portion of their license, but not for the cost of their basic driver's license. The employee will bear the cost of his/her own basic driver's license fee.

**ARTICLE 22**

**SUSPENSION OR REVOCATION OF LICENSE**

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

**ARTICLE 23**

**COMPENSATION CLAIMS**

The EMPLOYER and the employee agree 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 Workers' 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 Workers' Compensation doctor to receive additional medical treatment during regular scheduled working hours shall receive regular hourly rate of pay for such time.

**ARTICLE 24**

**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 25

### SENIORITY

#### Classification Seniority

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

#### 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) working days.

All bids will be made in writing to the EMPLOYER.

Only those employees who bid for the job during the posting period shall be considered for the job.

The opportunity to fill job vacancies shall be offered to the most senior qualified employee.

The EMPLOYER agrees to the principle that all job vacancies should be filled from within the bargaining unit before filling the job 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 a higher rated job at the minimum rate or receive a 6% base salary increase, whichever would be the greatest. However, in a promotional situation, the employee would have to receive at least the minimum but no more than the maximum of the new grade.

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 of pay.

#### 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 26

### LAYOFF AND RECALL

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

1. Employees shall be laid off in the order of least total employment seniority.

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.

**ARTICLE 27**

**LOSS OF SENIORITY**

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

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

**ARTICLE 28**

**HOLIDAYS**

The EMPLOYER agrees to pay each employee ten (10) hours pay without working for each of the following holidays:

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

The Friday after Thanksgiving and Christmas Eve shall be treated as floating holidays. Staffing levels on these days shall be at the sole discretion of the EMPLOYER, and requests for time off

on these days shall be granted based on staffing needs, on a first come first served basis, by seniority.

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

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

**ARTICLE 29**

**PERSONAL TIME**

Employees will be granted thirty (30) hours of personal absence time with pay in each year.

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 time-off benefits.

**ARTICLE 30**

**NON-DISCRIMINATION**

Neither the EMPLOYER nor the UNION shall discriminate against or in favor of any employee on account of race, color, creed, national origin, political belief, sex, age, sexual or affectional orientation, veterans' status, or handicap or disability. The UNION will not interfere with the EMPLOYER's efforts to reasonably accommodate the needs of any employees with disabilities.



**ARTICLE 31**

**DUES CHECK-OFF**

The EMPLOYER agrees that it will, on the first payroll in each month, following receipt of written authorization from the employee, 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 469 within ten (10) days after the dues are deducted.

After an employee has been employed for thirty-one (31) days, the EMPLOYER agrees, following receipt of written authorization from the employee to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as set forth above. The UNION agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

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

**ARTICLE 32**

**SHOP STEWARDS**

The EMPLOYER agrees to allow the UNION to designate a shop steward and an alternative shop steward.

The authority of the shop steward and alternate so designated by the UNION shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;

2. The collection of dues when authorized by appropriate local UNION action; and

3. The transition of such messages and information which shall originate with and are authorized by, the local UNION or its officers, provided such messages and information:

(i) have been reduced to writing; or

(ii) have not reduced to writing, are of a routine nature, and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the EMPLOYER's business.

4. All time spent by the shop steward or the alternate on such activities shall be on unpaid or non-working time, except as otherwise set out in this provision.

5. The shop steward and the alternate have no authority to take strike action or any other action interrupting the EMPLOYER's business, except as authorized by official action of the UNION. The EMPLOYER recognizes these limitations upon the authority of the shop steward and the alternate and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline including discharge in the event the shop steward or the alternate takes unauthorized strike action, slow down or work stoppage, or any other action in violation of this Agreement.

6. The shop steward shall be permitted to conduct an investigation of each grievance brought pursuant to this Agreement during unpaid time and paid non-work time (contractual work breaks) only. The shop steward or the alternate shall be compensated for any time spent adjusting grievances with the EMPLOYER and at any

hearing pursuant to the grievance procedure outlined in this Agreement, limited to regularly scheduled hours of work, at full straight-time hourly rate.

### ARTICLE 33

#### INSPECTION PRIVILEGES


Provided forty-eight (48) hours prior notice is given to the EMPLOYER, authorized agents of the UNION shall be permitted access to the EMPLOYER's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and collection of dues, further provided, however, that there is no interruption of the EMPLOYER's working schedule.


### ARTICLE 34

#### TERMINATION

This Agreement shall be in full force and effect from January 1, 2007, to and including December 31, 2009, 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 hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2008, to be effective as of January 1, 2007.

By:   
Counsel for the County

By:   
Fred Potter, President  
Teamsters, Local 469

Date: June 25, 2008

Date: June 25, 2008

By:   
Freeholder Director

Attest: BA Lucas

Date: \_\_\_\_\_