

Contract no. 1688

T

A G R E E M E N T

Between

THE BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF SOMERSET

and

SOMERSET COUNTY VEHICLE MAINTENANCE ASSOCIATION

JANUARY 1, 1992 -
DECEMBER 31, 1993

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LABOR AGREEMENT

This AGREEMENT is entered into this day of
November, 1992 by and

BETWEEN SOMERSET COUNTY VEHICLE MAINTENANCE ASSOCIATION,
hereinafter referred to as the "ASSOCIATION"; 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, 1992.
The EMPLOYER and the ASSOCIATION agree as follows:

ARTICLE 1

RECOGNITION OF THE UNION

The EMPLOYER recognizes the ASSOCIATION as the sole and
exclusive bargaining agency for all blue collar employees employed
by the County of Somerset in the Vehicle Maintenance Department
including mechanics, mechanic helpers and partspersons as provided
for in PERC Certification of Representation Docket #RO-90-109,
issued April 25, 1990. Excluded are managerial executives,
clerical employees, confidential employees, white collar employees,
professional employees, police, and supervisors as defined in 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 ASSOCIATION on such bulletin boards are to be confined to official business of the ASSOCIATION.

ARTICLE 4

HOURS OF WORK AND MEAL ALLOWANCE

1. The EMPLOYER agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday through Friday inclusive.

2. The EMPLOYER reserves the right to change the hours of work under the following conditions: The EMPLOYER shall give the ASSOCIATION at least one (1) week notice. Such notice shall identify the work or project to be undertaken and the employees who will be required to work, and shall be for a minimum period of five (5) days.

3. The EMPLOYER shall allow a one-half (1/2) hour unpaid lunch period each day.

4. The EMPLOYER agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work. In cases of emergency work (i.e., snow storms) the employee will be entitled to a lunch period every four (4) hours.

5. The EMPLOYER agrees to compensate employees with a meal allowance of eight dollars (\$8.00) for each overtime lunch period, or a hot meal.

6. The EMPLOYER shall allow a paid fifteen (15) minute break once during each four (4) hour work period.

7. There shall be no compensatory time off. Each employee shall be paid for overtime worked at his appropriate rate and as provided in the premium pay section.

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.

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 eight (8) 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 five (5) days.

4. All time spent in the service of the EMPLOYER on any Sunday.

5. All paid-for absences count as time worked in computing premium pay.

6. All hours spent in the service of the EMPLOYER on any holiday in addition to eight (8) hours straight time.

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

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

ARTICLE 7

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 of the matter complained of, or within five working days after he/she would have reasonably been expected to know of its 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 his/her department head within three working days of the supervisor's decision. The department head shall meet with the employee and supervisor and shall render his/her decision in writing within five working days of receipt of the grievance. Copies shall be furnished to the employee 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 Personnel Manager within three working days of the department head's decision. The Personnel Manager shall meet with the employee, the supervisor, and the department head and shall render his/her decision in writing within five working days of receipt of the grievance. Copies shall be furnished to the employee, the supervisor, and the department head.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the employee may submit his/her written grievance to the Board of Chosen Freeholders within three working days of the Personnel Manager's decision. The Board of Chosen Freeholders shall render the final decision in writing within ten working days of receipt of the grievance. Copies shall be furnished to the employee, the supervisor, the department head, and the Personnel Manager.

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 shall also place a copy of any grievance that is processed beyond Step 2 in the personnel folder of the employee involved.

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 on the streets or highways any vehicle that is not in safe operating condition.

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

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

Employees' individual rates of pay for 1992 will be listed on Schedule "A", which is attached hereto and made part of this Agreement. Individual rates of pay for 1993 will be based on County-wide Hay Compensation System calculations for 1993.

In addition, all employees participating in Hay for purposes of salary rate calculations, may be eligible for a merit bonus during 1992, based on their job performance during 1991, as evaluated by their supervisors during 1992. Bonuses will be calculated based on annual base (straight time) salaries as of December 31, 1991 (as they appear on Schedule A), and will be paid in a single lump sum payment, according to the following schedule:

If performance rating is:	Bonus will equal:
3	1.0%*
4	1.5%*
5	2.0%*

* Of December 31, 1991 annual base salary.

ARTICLE 12

JOB CLASSIFICATION SHEETS

The EMPLOYER will prepare and make available to the ASSOCIATION 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 employment shall be entitled to fifteen (15) sick leave days at the beginning of each calendar year without loss of pay.

2. Employees with less than one (1) year employment shall be entitled to 1-1/4 sick leave days for each month worked.

3. Employees who were hired on or before January 1, 1980 shall accumulate unused sick leave days from year to year without maximums.

4. Employees who were hired after January 1, 1980 may accumulate unused sick leave days from year to year to a maximum of 180 days. After reaching 180 days, unused sick leave shall be converted to vacation with one (1) day of vacation for every three days of unused sick leave.

5. When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more of service with the County, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave days carried over from the previous calendar year. The employee shall also receive payment for one-twelfth (1/12) of the sick leave

days credited to him/her at the beginning of his/her termination year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-third (1/3) of the employee's accumulation of unused sick leave days there is less than one-half (1/2) day remaining, the employee shall not receive credit for this.

6. An employee who resigns not in good standing or who is terminated as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave days, regardless of his/her number of years of service with the County.

7. In the event of death of the employee, the employee's survivor, estate, or administrator shall receive payment for the employee's unused sick leave time, regardless of the number of years of service the employee had with the County, computed in the same manner as it is for an employee who resigns in good standing after ten (10) years or more of service.

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

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

ARTICLE 15

HEALTH CARE INSURANCE PROGRAM

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

- A. Comprehensive Hospital Insurance
- B. Comprehensive Surgical Insurance
- C. Diagnostic Insurance
- D. Major Medical
 - 1. \$100.00 deductible
 - 2. 80-20 co-insurance
 - 3. \$50,000 maximum with the following rider:
 - (a) A Dental Plan will be provided for employees only.

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

ARTICLE 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 the employees, 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 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 \$70.00.

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 eight (8) hours straight time pay for each day on Jury Duty Service.

ARTICLE 20

FUNERAL LEAVE

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

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

The EMPLOYER may request submission of proof.

ARTICLE 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.

ARTICLE 22

SUSPENSION OR REVOCATION OF LICENSE

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

ARTICLE 23

COMPENSATION CLAIMS

The EMPLOYER agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The EMPLOYER shall provide 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 Worker's 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 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 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 employee(s) who bid for the job during the posting period shall be considered for the job.

The opportunity to fill job vacancies shall be offered 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 or 6%, 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 re-employment 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 eight (8) hours pay without working for each of the following holidays:

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

Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
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 DAYS OF ABSENCE

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

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

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

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

ARTICLE 30

NON-DISCRIMINATION

Neither the EMPLOYER nor the ASSOCIATION 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 ASSOCIATION will not interfere with the EMPLOYER'S efforts to reasonably accommodate the needs of any employees with disabilities.

ARTICLE 31

TERMINATION

This Agreement shall be in full force and effect from January 1, 1992 to and including December 31, 1993 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 hands and seals this _____ day of November, 1992 to be effective as of January 1, 1992.

FOR THE EMPLOYER

FOR THE ASSOCIATION

By: [Signature]
_____, Director
Board of Chosen Freeholders

By: [Signature]
Wayne Marshall, President
Vehicle Maintenance
Association

Attest:

By: [Signature]
Clerk of the Board

By: [Signature] *not needed SD w m*
~~Scott Lessing~~
~~Vehicle Maintenance~~
~~Association~~

By: [Signature] *not needed SD w m*
~~Mark Hobbs~~
~~Vehicle Maintenance~~
~~Association~~

SCHEDULE A

<u>EMPLOYEE</u>	<u>D.O.E.</u>	<u>1991 SALARY</u>	<u>1992 SALARY</u>
<u>MECHANICS</u>			
M. Scalise	08/29/88	18642	19677
F. Zulkowski	03/30/87	18642	19677
R. Webb	05/08/89	18642	19677
S. Lessing	09/16/85	18642	19677
M. Nipps	05/26/87	18642	19677
M. Karpowicz	03/06/89	18642	19677
J. Keiderling	04/30/90	18058	19051
M. Hobbs	11/13/90	17637	18607
J. Terpay	11/13/90	17637	18607
J. Raphael	08/27/90	17637	18607
J. Barry	07/22/91	17137	18080
<u>MECHANICS HELPER</u>			
M. Guerrero	10/28/91	16832	17421
J. Parascandola	02/11/86	16832	17421
P. Tomaszfski	12/12/88	16832	17421
<u>PARTSPERSON</u>			
R. Rosania	10/25/82	18714	19556
T. Krasnansky	06/01/84	18714	19556
J. Karczewski	04/25/78	10123	10477
<u>SR. MECHANIC</u>			
R. Matthews	03/01/76	27534	28085
T. Winchatz	05/09/77	25444	26207
D. Smith	06/20/77	24659	25399
F. Kyle	06/20/77	24659	25399
W. Marshall	03/22/82	20860	21799

SCHEDULE B

	<u>GRADE</u>	<u>MINIMUM</u>	<u>MIDPOINT</u>	<u>MAXIMUM</u>
Mechanic's Helper	2	13648	17060	20472
Partsperson	5/I	16156	20195	24234
Partsperson (p/t)	5/P	8078	10097	12116
Mechanic	6	17270	21587	25904
Senior Mechanic	7	18607	23259	27911