

Contract # 57

COLLECTIVE BARGAINING AGREEMENT

Between

SOMERSET COUNTY MOSQUITO EXTERMINATION COMMISSION

And

LOCAL UNION # 866

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

* 1/1/90 - 12/31/92

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PREAMBLE

This Agreement entered into this _____ day of March, 1990, by and between the SOMERSET COUNTY MOSQUITO EXTERMINATION COMMISSION (hereinafter called the "Commission"), and LOCAL UNION NO. 866, Affiliated with International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America (hereinafter called the "Union"), is effective January 1, 1990.

This Agreement does not in any way limit the statutory rights and obligations of the Commission as established in Chapter 9 of Title 26, N.J.S.A.

ARTICLE I.

RECOGNITION

The Commission recognizes the Union as the sole and exclusive bargaining agent for employees in the titles of Senior Equipment Operator, Equipment Operator, Senior Inspector, Inspector, Mosquito Surveillance Specialist, and Utility Worker. Excluded are all persons holding managerial, executive, supervisory, seasonal, temporary, part-time, confidential positions, and the titles of Foreman, Administrative Assistant, and Superintendent all as set forth in PERC Certification of Representation dated June 16, 1980, Docket No. RO-80-181.

For the purpose of this Agreement, the term "employee" as used herein shall apply only to union employees of the Commission.

ARTICLE II.

MANAGEMENT RIGHTS

The jurisdiction and authority of the Commission over matters not covered by this Agreement are both expressly and impliedly reserved to the Commission.

ARTICLE III.

PROBATION

All newly hired personnel shall serve a probationary period of ninety (90) calendar days. During this probationary period the Commission reserves the right to terminate probationers for any reason. Such termination shall not have recourse through the grievance provisions of this Agreement.

The Commission further reserves the right to extend the job probation period for up to an additional ninety (90) days after consultation with the Union with the same termination stipulations as in the first ninety (90) day period.

Probation pay shall terminate at the end of the initial ninety (90) days, and the probationer shall then be paid at the minimum established rate for the position in which employed.

ARTICLE IV.

DUES CHECK-OFF

The Commission agrees to deduct from the salaries of employees subject to this Agreement dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15 9(e), as amended. Said monies together with records of any corrections shall be transmitted to the Union by the fifteenth (15th) of each month following the pay period in which deductions were made.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Commission written notice sixty (60) days prior to the effective date of such change.

The Union will provide the necessary check-off authorization forms and deliver the signed forms to the Commission office. The Union shall indemnify, defend and save the Commission harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Commission in reliance upon salary deduction authorization cards submitted by the Union to the Commission.

ARTICLE V.

AGENCY SHOP

Effective January 1, 1984 the Commission recognizes and agrees to cooperate with the Union to put into effect the provision of N.J.S.A. 34:13-5.4 and to assist the Union in receiving payment of 85% of Union dues from the non-union employees covered by this Agreement.

ARTICLE VI.

NOTIFICATION TO THE UNION

At the request of the Shop Steward the Commission will provide the Union with an updated list of covered employees showing name, address, classification, social security number and rates of pay. Such lists shall be furnished at least once every six (6) months unless no change has occurred during that six (6) month period.

ARTICLE VII.

UNION BULLETIN BOARD

The Commission 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 and other Union information of a non-controversial nature. Such material that does not conform with the intent of this Article shall be removed by the job steward at the direction of the Commission or its supervisory staff.

ARTICLE VIII.

INSPECTION PRIVILEGES

Accredited representatives of the Union may enter Commission facilities or premises at reasonable hours for the purpose of assisting in the adjustment of grievances. When the Union decides to have its representative enter Commission facilities or premises, it will request such permission from the appropriate Commission representative and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the Commission or normal duties of the employees. There shall be no Union business transacted nor meetings held on Commission time or property.

ARTICLE IX.

JOB STEWARD

The Commission recognizes the right of the Union to designate one job steward for the handling of Union business with the Commission as described in this Agreement.

At any meeting between a representative of the Commission and an employee in which discipline (including warnings which are to be placed in the employee's personnel file, suspension, demotion, discharge, or withholding of wages because of tardiness or unauthorized absence) is announced, the job steward may be present if the employee so requests.

ARTICLE X.

JOB DESCRIPTION SHEETS

The Commission will make available to the Union job description sheets enumerating the principal functions of and the qualifications for each job classification covered under this Agreement.

ARTICLE XI.

HOURS OF WORK

The employees shall work a forty (40) hour week consisting of five (5) eight (8) hour days, Monday through Friday inclusive. For purposes of calculation, a week shall be construed to run from Monday through Sunday.

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

The Commission shall allow a fifteen (15) minute break period during each four (4) hour working period.

Employees may be required to work beyond their normal hours of work.

The Commission reserves the right to change the hours of work in order to respond to the prevailing mosquito conditions but in no event shall the Commission assign employees on a split-shift basis.

ARTICLE XII.

OVERTIME

The Commission agrees to pay overtime pay at the rate of time and one-half (1-1/2) the straight pay under the following conditions:

1. All hours spent in the service of the Commission in excess of eight (8) hours in a working day provided that forty (40) hours were worked or paid for in the week.

2. All hours spent in the service of the Commission on a Saturday provided that forty (40) hours were worked or paid for in the week immediately prior to the work performed on a Saturday.

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

ARTICLE XIII.

WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay for a period of one (1) full working day shall be paid the higher rate of pay for the time worked.

ARTICLE XIV.

PAY DAY

Employees will be paid by check every two (2) weeks.

ARTICLE XV.

RATES OF PAY

Employees shall be classified in accordance with the Job Classification List and Rates of Pay in Schedule A attached. Such schedule shall be effective as of January 1, 1990. Each employee's salary shall be within the range established for his classification.

Effective January 1, 1990, all employees employed as of the date of this Agreement will have their annual salary increased the sum of \$1200.00.

Effective January 1, 1991, all employees employed on that date will have their annual salary increased by the sum of \$1300.00.

Effective January 1, 1992, all employees employed on that date will have their annual salary increased by the sum of \$1400.00.

ARTICLE XVI.

HEALTH INSURANCE BENEFITS

The Commission shall provide each employee with the following health benefits with dependent coverage:

1. Comprehensive Hospital Insurance (Blue Cross).
2. Comprehensive Surgical Insurance (Blue Shield).
3. Diagnostic Insurance (Rider J).
4. Major Medical Insurance (\$100.00 deductible).

There shall be no cost to the employee under the above-listed coverage; however, if the employee elects to enroll in the Rutgers Community Health Plan (RCHP) as an alternate to the traditional Blue Cross/Blue Shield program, the Commission shall pay the same amount as it would contribute to the Blue Cross/Blue Shield for employee coverage. Any additional costs shall be paid by the employee through payroll deductions.

The Commission shall provide each employee coverage under the Blue Cross/Blue Shield Somerset County Dental Program.

If during the term of this Agreement the County provides a prescription drug plan for its employees, this Agreement shall be modified to include such a plan.

If the County health benefits are changed during the term of this Agreement this Section will be automatically modified accordingly.

ARTICLE XVII.

UNIFORMS

The Commission shall provide six (6) sets of uniforms and three (3) "T" shirts to the employees which uniforms shall be worn during all working hours by the employees and which uniforms shall remain the property of the Commission. The Commission shall provide laundry service for employee uniforms, and the uniforms will be replaced every two (2) years.

The Commission shall provide a jacket to each employee for winter service.

The Commission shall annually provide two (2) pair of safety shoes to each employee and will contribute up to \$65.00 per pair.

ARTICLE XVIII.

HOLIDAYS

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

New Years' Day	Columbus Day
Martin Luther King's Birthday	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

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

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

ARTICLE XIX.

PERSONAL DAYS

Employees shall be granted four (4) paid personal days of absence.

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

Employee is not required to state any reason in using personal day of absence.

Personal days shall not be used in conjunction with holidays, vacation days, sick leave days, bereavement leave days, or any other leave of absence and shall not accumulate from year-to-year.

ARTICLE XX.

VACATION

The calendar year shall be considered the vacation accrual period. Vacations will be taken only with the prior approval of the department head.

No vacation shall be taken until the employee has been in the employ of the Commission for six (6) months, and all vacation time taken shall be earned.

SCHEDULE OF VACATION ENTITLEMENT

YEARS OF SERVICE	NUMBER OF DAYS
Less than 1 year	1 day per month up to 10 days
1 to 5 years	10 days
6 to 10 years	12 days
11 to 15 years	15 days
16 to 20 years	18 days
21 to 25 years	20 days
More than 25 years	35 days

In the event a holiday named in this Agreement occurs during an employee's vacation period, such day shall not be charged as a vacation day.

In the event a death occurs in an employee's family, as defined in Article XXII, or the employee becomes hospitalized during the vacation period, the employee shall notify the Commission, and the remaining vacation time shall be cancelled at the employee's request and rescheduled subject to the conditions of this Article. The Commission may request proof substantiating

death or hospitalization.

Ten (10) days vacation time from any given year may be carried over to the following year.

When an employee resigns from the Commission in good standing after completing six (6) months of employment, is terminated through no fault of his own after completing six (6) months of employment, or retires, the employee shall receive payment for his accumulation of unused vacation days carried over from the previous calendar year. The employee shall also receive payment for one-twelfth (1/12) times the vacation entitlement for each full month worked during said year, provided the employee had not already used such time. For the purposes of this Agreement, if an employee's last day worked is on or after the fifteenth of a given month, he shall receive credit for said month.

When an employee resigns from the Commission not in good standing, terminates without having completed six (6) months of employment, or is terminated as a result of disciplinary action, the employee shall receive payment only for accumulated, unused vacation days carried over from the previous calendar year.

ARTICLE XXI.

SICK LEAVE

Employees with one (1) or more years service shall be entitled to fifteen (15) sick leave days per calendar year without loss of pay.

Employees with less than one (1) year service shall earn one (1) day sick leave for each month worked.

Unused sick leave days shall be accumulated up to a maximum of one hundred and eighty (180) days. Any annual sick leave days which would otherwise accumulate thereafter shall earn additional vacation days on the basis of one (1) vacation day for every three (3) sick leave days. Excess sick leave days shall be converted to vacation days at the end of each calendar year. Any balance of less than one and one-half (1-1/2) excess sick leave days shall not be converted to a vacation day.

An employee on sick leave for a period of five (5) working days or longer shall be under the care of a legally licensed physician and shall be required to produce a written statement from the physician advising the nature and extent of the illness or injury. Such an employee may be required to produce a return-to-work statement.

An employee on sick leave for a period of less than five (5) working days shall not normally be required to produce a doctor's statement unless, in the judgment of the department head, there is a question of authorized usage of sick leave.

When an employee resigns in good standing or is terminated through no fault of his own after ten (10) years or

more consecutive service with the Commission or other County agency, the employee shall receive payment for one-half (1/2) his accumulated sick leave days carried over from the previous year. The employee shall also receive payment at the rate of one and one-quarter (1-1/4) days for each full month worked during the said year of termination, provided the employee had not already used such time. For the purposes of this Agreement, if an employee's last day of work is on or after the fifteenth of a given month, he shall receive credit for said month. If, after computing one-half (1/2) of an employee's accumulated, unused sick leave days, there is less than one-half (1/2) day remaining, the employee shall not receive credit for this.

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 number of years service with the Commission.

In the event of the 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 Commission, computed in the same manner as for an employee who resigns in good standing after ten (10) years or more of service.

When an employee retires, he shall receive payment for one-half (1/2) his accumulation of unused sick leave days carried over from the previous year, regardless of the number of years service the employee had with the Commission or other County agency. The employee shall also receive payment for one and one-

quarter (1-1/4) days for each full month worked in the year of his retirement, provided the employee has not already used such time. For the purposes of this Agreement, if an employee's last day worked is on or after the fifteenth of a given month, he shall receive credit for said month. If after computing one-half (1/2) 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 XXII.

EXTENDED SICK LEAVE

Extended sick leave is granted to an Employee who has exhausted his/her accrued sick leave days, whose disabilities continue and is under a doctor's care. Extended sick leave is available for a period of twenty-six (26) weeks at the rate of fifty (50%) percent of the Employee's base pay. Extended sick leave is available upon medical documentation.

ARTICLE XXIII.

BEREAVEMENT LEAVE

The Commission agrees to grant an employee up to five (5) working days leave with full pay as bereavement leave in the event of a death in the employee's immediate family. Such days shall be taken consecutively.

The employee's immediate family shall be construed to include the following: father, mother, father-in-law, mother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, or a step or half relation of a similar nature.

The Commission may request submission of proof.

ARTICLE XXIV.

JURY DUTY

An employee who is called to jury duty shall immediately notify the Commission and shall present the subpoena to the department head as verification.

An employee shall not be required to report back for work on any day in which court is attended for jury duty service.

The Commission agrees to pay the employee eight (8) hours straight time pay for each day on jury duty service.

Upon completion of jury duty service, the employee shall obtain from the County Sheriff's Office a Certificate of Jury Service, which shows the days away from the job. The employee shall give this form to the department head for inclusion in the employee's personnel file.

ARTICLE XXV.

MILITARY LEAVE

Employees enlisting or entering the military service in 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 in 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 if military service had not been entered, so that in no event shall employment service credit status be less than that provided by applicable government laws and regulations, provided that the following conditions are met:

1. The employee shall not have been separated from such service by a dishonorable discharge.

2. The employee shall make written application to the Commission for reinstatement no later than one (1) month after being discharged from active military service.

ARTICLE XXVI.

EMPLOYEE RETIREMENT SYSTEM BENEFITS

The employee shall be enrolled for all benefits and entitlements provided within the Public Employee Retirement system.

ARTICLE XXVII.

JUST CAUSE

The Commission shall not discharge nor suspend any employee without just cause. Suspension of five (5) working days or less shall be appealable to the Commission under the Grievance Procedure. Discharges and suspensions of more than five (5) working days shall be the subject of binding arbitration.

ARTICLE XXVIII.

PROTECTION OF RIGHTS

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

ARTICLE XXIX.

DISCRIMINATION

The Commission and the Union both agree to observe Federal and State laws and regulations with respect to discrimination in hiring, compensation and conditions of employment.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as if they were used in the feminine gender.

ARTICLE XXX.

WORKER'S COMPENSATION

The Commission shall provide Worker's Compensation for all employees.

In the event that an employee is injured on the job, the Commission shall pay such employee full wages for that day lost because of injury. An employee who has returned to regular duty after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional treatment during regularly scheduled working hours shall receive full pay for such time.

ARTICLE XXXI.

SAFETY

The Commission and the employees shall comply with all applicable Federal and State safety regulations. The Commission shall provide appropriate safety equipment for the accomplishment of its work, and the employees shall use this equipment as directed for their safety.

ARTICLE XXXII.

GRIEVANCE PROCEDURE

A. Purpose: The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may be affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a grievance discuss the matter informally with any appropriate member of employment and have the grievance adjusted without the interest of the Union.

B. Definition: The term "grievance" shall mean an allegation that there has been:

A misinterpretation or misapplication of the terms of agreement which is subject to the grievance procedure agreed herein and shall hereinafter be referred to as a "contract grievance"; or

Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Mosquito Commission, which shall be processed up to and including the Mosquito Commission, and shall hereinafter be referred to as a "non-contractual grievance."

C. Presentation of a Grievance: In the presentation of a grievance the aggrieved shall have the right to present his own appeal or to designate a Union representative to appear with him. The Commission agrees that there shall be no loss of pay for the time spent in presenting the grievance by the aggrieved.

D. Steps of the Grievance Procedure: The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

STEP 1 - The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to the Superintendent of the Commission within five (5) working days after they would reasonably be expected to know of its occurrence. Failure to act within said five (5) days shall be deemed to constitute an abandonment of the grievance. The Superintendent of the Commission or his designee shall render a decision in writing within five (5) working days after receipt of the grievance. The Union Steward may participate at the request of the employee.

STEP 2A - Should the aggrieved disagree with the decision of the Superintendent, or his designee, as to any "non-contractual grievance" the aggrieved may, within five (5) working days, submit to the Mosquito Commission a statement in writing and signed as to the issues in dispute. In the event the aggrieved files his statement with the Mosquito Commission at least ten (10) working days prior to a Commission meeting, the Commission will review the decision of the Superintendent, together with the computed areas submitted by the aggrieved at that meeting. The aggrieved and/or Union Representative may request an appearance before the Mosquito Commission. The Commission will render its decision within ten (10) working days after the meeting at which the matter has been reviewed. The Commission's decision as to the non-contractual grievance shall

be final.

STEP 2B - (1) Any unresolved contract grievance not settled at Step 2 may be appealed to arbitration only by the Union. The Union must file the request for arbitration within ten (10) working days after the receipt of the Superintendent's decision. (2) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of a grievance prior to submission of arbitration shall be final as to the interests of the grievant and the Union. (3) The arbitrator shall be selected by Agreement between the parties from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission. (4) The decision or award of the arbitration may be final and binding on the Commission, the Union, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement. (5) The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination. (6) The costs of the services of the arbitrator shall be borne equally by the Commission and the Union. Any other expenses incurred in connection with the arbi-

tration shall be paid by the party incurring the same. (7) 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 share equally. (8) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing. (9) Grievance resolutions or decisions at Steps 1 and 2 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

ARTICLE XXXIII.

SENIORITY

Seniority shall be defined as continuous, unbroken employment with the Commission from the last date of hire.

ARTICLE XXXIV.

PROMOTIONS AND DEMOTIONS

The Commission agrees to fill all job vacancies from within the bargaining Unit before hiring new employees whenever possible.

The Employer shall post all vacancies.

Promotions shall be awarded on the basis of the ability to do the work. In cases of equal ability, seniority will control.

ARTICLE XXXV.

LAYOFFS AND RECALL

The Commission may reduce the working force. In such event, the following procedure shall apply:

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

2. Notice of such layoff will be given at least ten (10) working days prior to the scheduled layoff.

3. A laid off Employee shall have preference for re-employment for a period of nine (9) months.

4. The Commission shall rehire laid off employees in the order of greatest seniority.

5. Notice of offer of re-employment to an employee who has been laid off shall be made by regular mail to that last known address of the employee. Once notified, the employee shall have five (5) working days to send notice of his intent to return to work and five (5) working days to return to work.

ARTICLE XXXVI.

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXVII.

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operations of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

ARTICLE XXXVIII.

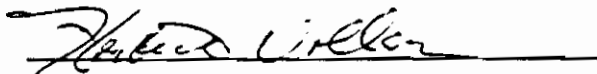
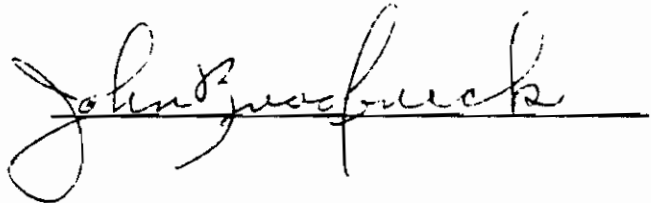
TERMINATION CLAUSE

This Agreement shall be in full force and effect from January 1, 1990 to and including December 31, 1992 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 ninety (90) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day of March, 1990, to be effective as of January 1, 1990.

FOR THE EMPLOYER
Somerset County Mosquito
Extermination Commission

FOR THE EMPLOYEES
Teamster Local #866

A handwritten signature in cursive script, appearing to read "Harold Wilton", written over a horizontal line.A handwritten signature in cursive script, appearing to read "John J. Guadagnoli", written over a horizontal line.

SCHEDULE A

	<u>Maximum</u>
Inspector Trainee	21,794
Inspector, Mosquito Surveillance Specialist	23,132
Senior Inspector, Equipment Operator	24,369
Senior Equipment Operator	25,685