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STORAGE

Somerset

#57673

18-00

Somerset County Board of Chosen Freeholders

197, 201, 202

LABOR AGREEMENT

Mini-bus Drivers

Agreement is entered into this 2/day of February, 1984 by and between Local Union No. 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, (hereinafter referred to as "union"), and the Board of Chosen Freeholders of the County of Somerset, State of New Jersey (hereinafter referred to as the "employer").

The effective date of this Agreement is January 1, 1984.

The employer and the union agree as follows:

ARTICLE 1

The employer recognizes local union no. 866, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America as the sole and exclusive bargaining agency for persons employed as mini-bus drivers by the County of Somerset in the Transportation Department as provided for in PERC Certification of Representation Docket No. RO-81-252 issued July 31, 1981 in all matters pertaining to rates of pay, wages, hours of work, benefits and other mandatory terms and conditions of employment.

ARTICLE 2

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

X January 1, 1984 December 31, 1985

ARTICLE 3

Dues Check-Off

The employer agrees that it will, on the first payroll in each month, 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 866 within ten (10) days after the dues are deducted.

After an employee has been employed for thirty-one (31) days, the employer agrees to deduct the initiation fee in four (4) consecutive weekly payments and to transmit the same as above set forth.

The union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The union will furnish the employer written statement of the dues and initiation fees to be deducted.

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

ARTICLE 6

Grievance Procedure

A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute.

Employees shall have the right to have a union representative present during discussion of any grievance with representatives of the employer.

Any grievance arising between the employer and the union or any employee(s) represented by the union shall be settled in the following manner:

STEP 1. The aggrieved employee or employees must present the grievance to the First Line Supervisor through the Shop Steward within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the First Line Supervisor within ten (10) working days, the grievance may be appealed to STEP 2. Such appeal must be made within ten (10) working days.

STEP 2. The union business representative shall then take the matter up with a representative of the employer with authority to act upon such grievance. A decision must be made within ten (10) working days. If a satisfactory settlement is not reached an appeal to STEP 3 may be taken. Such appeal must be made within ten (10) working days.

STEP 3. If no satisfactory settlement can be agreed upon, the matter may be referred to the Federal Mediation and Conciliation Service or the Public Employment Relations Commission for arbitration.

The Arbitrator shall be limited to violations of the Agreement and shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the employer and the union.

The local union, or its authorized representative shall have the right to examine the time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

The union will provide all information available to it to the employer which pertains to the grievance during STEPS 1 and 2 of the grievance procedure.

The procedures set forth herein may be invoked only by an authorized representative of the employer or the union.

If the employer or union fails to comply with the award of the Arbitrator or with the procedures of this Article, the other party shall have the right to take all legal action to enforce compliance.

ARTICLE 7

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.

Vacation pay shall be based on an employee's forty (40) hours straight time pay period.

<u>TOTAL EMPLOYMENT SENIORITY</u>	<u>VACATION ENTITLEMENT</u>
Less than one (1) year	One (1) day/month up to ten (10) days
One (1) to five (5) years	Ten (10) work days
Six (6) to ten (10) years	Twelve (12) work days
Eleven (11) years to fifteen (15) years	Fifteen (15) work days
Sixteen (16) years to twenty (20) years	Eighteen (18) work days
Twenty-one (21) years to twenty-five (25) years	Twenty (20) work days
Twenty-five (25) years plus	Twenty-five work days

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 immediate family or the employee becomes hospitalized during the vacation period, the remaining vacation time shall be cancelled and re-scheduled 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 in half (1/2) day units up to a maximum of five (5) full days upon three (3) days notice to the employer.

ARTICLE 8

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 supervisor will either determine and advise how the work can be performed safely or will stop the work.

ARTICLE 9

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 10

Sick Leave

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.

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

Unused sick leave days shall be accumulated from year to year up to one hundred eighty (180) days maximum.

When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more 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 (1-1/12) 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 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.

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.

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 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.

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 12

Health Care Insurance Program

The employer shall during the term of this Agreement provide each employee with the same Health Care Insurance coverage in effect on December 31, 1983.

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

ARTICLE 13

Group Insurance and Pension

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement Pension benefits shall be based on regular wages.

ARTICLE 14

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 16

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, Parents-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 18

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 19

Holidays

The employer agrees to pay such employee eight (8) hours 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
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
	Labor Day

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 20

Personal Days of Absence

Employees will be granted three (3) personal days of absence 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 days of absence entitlement.

ARTICLE 21

Economics

All employees shall be entitled to receive salary increases according to the following terms:

1. All employees on the payroll as of the date of this Agreement or on the date of any general increase shall receive such increase.

2. All increases set forth below are for full time forty (40) hour employees. All employees who work less than 40 hours will have their general increase reduced proportionately.

The following increases shall be implemented during the term of this Agreement.

Effective:

As of January 1, 1984	A general increase of \$500.00
As of July 1, 1984	A general increase of \$300.00
As of January 1, 1985	A general increase of \$500.00
As of July 1, 1985	A general increase of \$300.00

ARTICLE 22

Termination Clause

This Agreement shall be in full force and effect from January 1, 1984 to and including December 31, 1985 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 21 day of FEBRUARY 1984 to be effective as of January 1, 1984.

FOR THE EMPLOYER

FOR THE EMPLOYEES
Local Union No. 866

Witness:

James E. Emery

By: John Broderick
John Broderick

FOR THE EMPLOYER

Attest:

Margaret A. Maccini
Margaret A. Maccini, Clerk

By: John Kitchen
John Kitchen, Director
Board of Chosen Freeholders

SCHEDULE A

<u>NAME</u>	<u>D.O.E.</u>	<u>1/01/84</u>	<u>4/01/84</u>	<u>7/01/84</u>	<u>1/01/85</u>	<u>7/01/85</u>
<u>40 HOURS</u>		<u>\$500 INCREASE</u>	<u>CHANGE IN HOURS</u>	<u>\$300 INCREASE</u>	<u>\$500 INCREASE</u>	<u>\$300 INCREASE</u>
Mildred Allen	5/30/74	\$12,750		\$13,050	\$13,550	\$13,850
Leona Stukes	3/01/77	12,057		12,357	12,857	13,157
Norma Light	5/18/77	11,414		11,714	12,214	12,514
James Emory	7/6/77	11,414		11,714	12,214	12,514
Louise Janson	1/01/79	11,414		11,714	12,214	12,514
Theodore Hurt, Jr.	1/01/79	11,414		11,714	12,214	12,514
Le Roy Swain, Jr.	1/01/79	11,414		11,714	12,214	12,514
Patricia Driscoll	1/01/79	11,414		11,714	12,214	12,514
Joel Schenck	1/01/79	11,414		11,714	12,214	12,514
Priscilla Prayer	3/16/79	11,414		11,714	12,214	12,514
Roberta Evans	5/01/79	11,414		11,714	12,214	12,514
Anita Mucario	5/24/79	11,414		11,714	12,214	12,514
Lillian Lare	6/21/79	10,914		11,214	11,714	12,014
Lorraine Valkos	3/20/80	10,914		11,214	11,714	12,014
Carrie Mass	3/01/82	10,320		10,620	11,120	11,420
Edward Sommer	3/01/82	9,800		10,100	10,600	10,900
<u>35 HOURS</u>						
Nancy Zervopoulos	6/03/81	8,575		8,838	9,276	9,539
<u>30 HOURS</u>						
Curtis Bell	5/24/79	8,560		8,785	9,160	9,385
Nathan Fisher	6/26/79	8,385		8,610	8,985	9,210
Elizabeth Smith	4/07/80	8,183		8,408	8,783	9,008

SCHEDULE A

<u>NAME</u>	<u>O.O.E.</u>	<u>1/01/84</u>	<u>4/01/84</u>	<u>7/01/84</u>	<u>1/01/85</u>	<u>7/01/85</u>
<u>25 HOURS</u>		<u>\$500 INCREASE</u>	<u>CHANGE IN HOURS</u>	<u>\$300 INCREASE</u>	<u>\$500 INCREASE</u>	<u>\$300 INCREASE</u>
Beverly Townley	10/03/79	\$7,133		\$7,321	\$7,634	\$7,822
Michael Tarantino	3/01/82	6,124		6,312	6,625	6,813
Virginia Wilson	1/01/79	7,133	\$9,986 (35 Hrs.)	10,245	10,683	10,946
Donna Fischer	3/01/82	6,124	7,349 (30 Hrs.)	7,574	7,949	8,174
Chester Kazmar	3/01/82	6,124	7,349 (30 Hrs.)	7,574	7,949	8,174

20 HOURS

Gloria Szilagyi	3/01/82	5,080		5,230	5,480	5,630
Nancy Hartman	3/01/82	4,778		4,928	5,178	5,328
Esther Sixt	3/01/82	5,382		5,532	5,782	5,932
Anne Lusardi	4/01/84	5.09/Hr.	5,294	5,444	5,694	5,844
Joseph Brokaw	4/01/84	4.26/Hr.	4,430	4,580	4,830	4,980
Evelyn Hurt	4/01/84	4.28/Hr.	4,451	4,601	4,851	5,001
Barbara Hannon	4/01/84	4.82/Hr.	5,013	5,163	5,413	5,563
William Hundley	4/01/84	4.82/Hr.	5,013	5,163	5,413	5,563