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**AGREEMENT**

between

**THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF SOMERSET**

and

**LOCAL 1040  
COMMUNICATIONS WORKERS OF AMERICA  
AFL-CIO  
SOMERSET COUNTY  
BUS DRIVERS ASSOCIATION**



1995 - 1997

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## Labor Agreement

This Agreement is entered into this \_\_\_\_\_ day of June, 1995 by and between Local 1040 Communications Workers of America, AFL-CIO/Somerset County Bus Drivers Association hereafter referred to as "Union", and the Board of Chosen Freeholders of the County of Somerset, State of New Jersey hereafter referred to as "Employer". The date of this Agreement is January 1, 1995 and it incorporates all agreements between the parties concerning rates of pay, hours of employment and other conditions of employment.

The Employer and Union agree as follows:

### ARTICLE 1

#### Recognition

The employer recognizes the Communications Workers of America, AFL-CIO/Somerset County Bus Drivers Association as the sole and exclusive bargaining agent for persons employed as mini bus drivers by the County of Somerset in the transportation division as provided for in PERC Amendment of Certification of Representative Docket No. AC-95-3 issued January 25, 1995 in all matters pertaining to rates of pay, wages, hours of work and other mandatory terms of conditions of employment.

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

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

The Employer agrees to count benefit days towards overtime calculation.

#### ARTICLE 6

##### Call-In Time

The Employer agrees to guarantee an employee a minimum of four (4) hours of work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday Sunday, or a holiday.

#### ARTICLE 7

##### A. Steps of the Grievance Procedure

Step 1. The employee shall submit a formal written grievance to his/her immediate supervisor within five working days of the occurrence. The supervisor shall meet with the employee to discuss the grievance and shall give his/her written decision to the employee within five working days of receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the employee may submit his/her written grievance to the division head (Director of Transportation) within five working days of the supervisor's decision. The division head shall meet with the employee and supervisor and shall render his/her decision in

If both parties request a transcript, the cost will be shared equally.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined above, and he/she shall have no power to add to, subtract from or modify in any way the terms of this Agreement.

B. Use of the Grievance Form

The employer shall provide a "Grievance Form" which can be secured from the Personnel Office and which can be submitted by an employee as the formal written grievance.

C. Grievance Records

The Personnel Office shall maintain a record of all grievances that are processed beyond Step 2 of the grievance procedure. The Personnel Office also shall place a copy of any grievance that is processed beyond Step 2 in the personnel folder of the employee involved.

ARTICLE 8

Vacations

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

All requests for vacations must be received by April 15 of each year in order for an employee to be eligible to take vacations

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

The Employer shall grant vacation time in half (1/2) day units up to a maximum of five (5) full days upon three (3) days notice to the Employer.

#### ARTICLE 9

##### Safety

The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor.

The Employer shall not require employees to operate any bus or vehicle that is not in safe operating condition.

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

#### ARTICLE 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 specifically limited or modified by the provisions of this Agreement.

#### ARTICLE 11

##### Assignment Posting

If an assignment becomes available the Employer will post such assignment for a 72 hour period. Anyone in the bargaining unit interested in the assignment will express interest by signing the posting. The Employer will fill assignments in a manner it determines is in the best interest of the County and any decision will not be subject to the grievance procedure of this collective bargaining unit.

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

There will be only one posting per open assignment. Any openings created by the initial posting will be filled in

payment for 1/12 of the sick leave hours credited to him/her terminating year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-third of an employee's accumulation of unused sick leave hours, there is less than one-half hour remaining the employee shall not receive credit for this.

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

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

When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours carried over from the previous calendar year, regardless of the number of years of service the employee had with the County. The employee shall also receive payment for 1/12 of the Sick Leave hours credited to him/her retiring year for each full month worked during said year, provided the employee had not already used such time.

#### ARTICLE 13

##### Health and Dental Benefits

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

#### ARTICLE 14

##### Group Insurance and Pension

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System (PERS),

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty Service, regardless of the employee's shift.

The Employer agrees to pay the employee for the number of daily hours designated for the position held by the employee, for each day on Jury Duty Service.

#### ARTICLE 18

##### Funeral Leave

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

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

The Employer may request submission of proof.

#### ARTICLE 19

##### 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 20

##### Holidays

The Employer agrees to pay such employee regular pay without working for each of the following holidays;



(a) Effective January 1 all Employees on the payroll as of January 1, 1995 and currently employed as of the date of this Agreement will receive a 4% salary increase.

(b) All Employees on the payroll as of January 1, 1996 will receive a salary increase of 3.5%.

(c) Salaries for all Employees on the payroll as of January 1, 1997 will be adjusted by either an amount agreed to by the parties who agree to meet no later than October 31, 1996 and negotiate in good faith for a salary increase to be effective January 1, 1997, or in the event the parties are unable to reach an agreement for January 1, 1997, salaries will be increased by an amount equal to 3%.

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

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

#### ARTICLE 23

##### Commercial Driver's License

All employees will be required to maintain a current valid Commercial Driver's License (CDL) with passenger endorsement as a condition of continued employment, consistent with federal law. Pursuant to the CDL requirements, all employees may be subject to mandatory random drug and alcohol testing, and to annual eye examinations to ensure continued qualification for their positions. It is mutually recognized and agreed that these requirements are consistent with the requirements under Federal law, and are not subject to modification through negotiations between the parties.

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

#### ARTICLE 24

##### Union Rights

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

or terminate the Agreement is served by either party upon the other at least (60) days prior to the date of expiration.

## APPENDIX A

Transportation

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>	<u>1995 SALARY</u>
<u>40 Hours</u>		
V. Graham	03/26/78	\$22,519.00
A. Mucario	05/24/79	\$22,519.00
L. Lare	06/21/79	\$22,519.00
L. Valkos	03/20/80	\$22,519.00
E. Sommer	03/26/81	\$22,519.00
N. Zervopoulos	06/03/81	\$22,519.00
L. Hurt	02/09/84	\$22,519.00
W. DeSantis	12/07/84	\$22,519.00
J. Wilson	05/19/86	\$22,519.00
L. Field	01/27/86	\$22,519.00
G. Warren	09/20/86	\$22,519.00
D. Field	01/27/87	\$22,519.00
J. Powser	07/01/87	\$22,519.00
J. Fedak	02/16/88	\$22,519.00
J. Beltz	07/11/88	\$22,519.00
D. Moore	04/11/89	\$22,519.00
T. Caporaso	10/15/89	\$22,519.00
E. Hodgson	10/30/89	\$22,519.00
R. Brehm	01/03/90	\$22,519.00
M. Ortiz	02/27/90	\$22,519.00
B. Grigoletti	03/01/90	\$22,519.00
T. Messemer	05/01/90	\$22,519.00
D. Hiatt	05/29/90	\$22,519.00
J. Caporaso	04/16/90	\$22,519.00
R. Malone	05/30/91	\$22,519.00
S. Mileham	09/05/91	\$22,519.00
L. Covert	04/28/92	\$22,519.00
A. Gattone	07/16/92	\$22,519.00
<u>35 Hours</u>		
G. Klein	06/02/88	\$19,704.00
<u>30 Hours</u>		
R. Robinson	06/15/84	\$16,886.00
P. Behory	10/16/85	\$16,886.00
J. Padget-Lewis	11/16/89	\$16,886.00
F. Minner	12/27/89	\$16,886.00
F. Montville	02/13/90	\$16,886.00
R. Varga	03/05/90	\$16,886.00
D. Mamchur	03/18/91	\$16,886.00
D. Lauckhardt	04/22/91	\$16,886.00
W. Newland	06/03/92	\$16,886.00

APPENDIX B

Transportation

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>	<u>1996 SALARY</u>
<u>40 Hours</u>		
V. Graham	03/26/78	\$23,307.00
A. Mucario	05/24/79	\$23,307.00
L. Lare	06/21/79	\$23,307.00
L. Valkos	03/20/80	\$23,307.00
E. Sommer	03/26/81	\$23,307.00
N. Zervopoulos	06/03/81	\$23,307.00
L. Hurt	02/09/84	\$23,307.00
W. DeSantis	12/07/84	\$23,307.00
J. Wilson	05/19/86	\$23,307.00
L. Field	01/27/86	\$23,307.00
G. Warren	09/20/86	\$23,307.00
D. Field	01/27/87	\$23,307.00
J. Powser	07/01/87	\$23,307.00
J. Fedak	02/16/88	\$23,307.00
J. Beltz	07/11/88	\$23,307.00
D. Moore	04/11/89	\$23,307.00
T. Caporaso	10/15/89	\$23,307.00
E. Hodgson	10/30/89	\$23,307.00
R. Brehm	01/03/90	\$23,307.00
M. Ortiz	02/27/90	\$23,307.00
B. Grigoletti	03/01/90	\$23,307.00
T. Messemer	05/01/90	\$23,307.00
D. Hiatt	05/29/90	\$23,307.00
J. Caporaso	04/16/90	\$23,307.00
R. Malone	05/30/91	\$23,307.00
S. Mileham	09/05/91	\$23,307.00
L. Covert	04/28/92	\$23,307.00
A. Gattone	07/16/92	\$23,307.00
<u>35 Hours</u>		
G. Klein	06/02/88	\$20,395.00
<u>30 Hours</u>		
R. Robinson	06/15/84	\$17,478.00
P. Behory	10/16/85	\$17,478.00
J. Padget-Lewis	11/16/89	\$17,478.00
F. Minner	12/27/89	\$17,478.00
F. Montville	02/13/90	\$17,478.00
R. Varga	03/05/90	\$17,478.00
D. Mamchur	03/18/91	\$17,478.00
D. Lauckhardt	04/22/91	\$17,478.00
W. Newland	06/03/92	\$17,478.00

## APPENDIX C

Transportation

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>	<u>1997 SALARY</u>
<u>40 Hours</u>		
V. Graham	03/26/78	\$24,007.00
A. Mucario	05/24/79	\$24,007.00
L. Lare	06/21/79	\$24,007.00
L. Valkos	03/20/80	\$24,007.00
E. Sommer	03/26/81	\$24,007.00
N. Zervopoulos	06/03/81	\$24,007.00
L. Hurt	02/09/84	\$24,007.00
W. DeSantis	12/07/84	\$24,007.00
J. Wilson	05/18/86	\$24,007.00
L. Field	01/27/86	\$24,007.00
G. Warren	09/20/86	\$24,007.00
D. Field	01/27/87	\$24,007.00
J. Powser	07/01/87	\$24,007.00
J. Fedak	12/16/88	\$24,007.00
J. Beltz	07/11/88	\$24,007.00
D. Moore	04/11/89	\$24,007.00
T. Caporaso	10/15/89	\$24,007.00
E. Hodgson	10/30/89	\$24,007.00
R. Brehm	01/03/90	\$24,007.00
M. Ortiz	02/27/90	\$24,007.00
B. Grigoletti	03/01/90	\$24,007.00
T. Messemer	05/01/90	\$24,007.00
D. Hiatt	05/29/90	\$24,007.00
J. Caporaso	04/16/90	\$24,007.00
R. Malone	05/30/91	\$24,007.00
S. Mileham	09/05/91	\$24,007.00
L. Covert	04/28/92	\$24,007.00
A. Gattone	07/16/92	\$24,007.00
<u>35 Hours</u>		
G. Klein	06/02/88	\$21,006.00
<u>30 Hours</u>		
R. Robinson	06/15/84	\$18,002.00
P. Behory	10/16/85	\$18,002.00
J. Padget-Lewis	11/16/89	\$18,002.00
F. Minner	12/27/89	\$18,002.00
F. Montville	12/13/90	\$18,002.00
R. Varga	03/05/90	\$18,002.00
D. Manchur	03/18/91	\$18,002.00
D. Lauckhardt	04/22/91	\$18,002.00
W. Newland	06/03/92	\$18,002.00

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this      day of July 1995 to be effective as of January 1, 1995.

FOR THE UNION

FOR THE EMPLOYER

By: *Carolyn C. Wade*  
Carolyn C. Wade

By: *Fred J. Howlett*  
Fred J. Howlett, Director  
Board of Chosen Freeholders

By: *Donald L. Klein, Exec. V.P.*  
Donald L. Klein

Attest:

By: *Joseph Caporaso*  
Joseph Caporaso

By: *BA Lucas*

By: *Dottie Moore*  
Dottie Moore

By: *Nancy L. Zervopoulos*  
Nancy L. Zervopoulos

*With P. H. ...*