Gont # 1775

## AGREEMENT

Between

THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET

and

THE AMERICAN FEDERATION OF STATE,
COUNTY, MUNICIPAL EMPLOYEES, LOCAL 3487, AFL-CIO

1992-1993

# TABLE OF CONTENTS

Preamble	
Article 1	Recognition of the Union
Article 2	Supervisors
Article 3	Dues Check-Off
Article 4	Probationary Period
Article 5	Inspection Privileges
Article 6	Union Bulletin Board
Article 7	Shop Steward
Article 8	Hours of Work and Meal Allowance
Article 9	Overtime Assignment
Article 10	Premium Pay
Article 11	Grievance Procedure
Article 12	Vacations
Article 13	Safety
Article 14	Notification of the Union
Article 15	Working at Different Rates
Article 16	Management Rights
Article 17	Job Classification Sheets
Article 18	Pay Day
Article 19	Sick Leave
Article 20	Health Care Insurance Program
Article 21	Group Insurance and Pension
Article 22	Uniforms
Article 23	Military Leave
Article 24	Jury Duty

Article 25	Funeral Leave
Article 26	Special Licenses
Article 27	Suspension or Revocation of License
Article 28	Compensation Claims
Article 29	Protection of Rights
Article 30	Separability and Saving Clause
Article 31	Maintenance of Standards
Article 32	Seniority
Article 33	Layoff and Recall
Article 34	Loss of Seniority
Article 35	Holidays
Article 36	Personal Days of Absence
Article 37	Salaries
Article 38	Termination

## LABOR AGREEMENT

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

BETWEEN LOCAL UNION No. 3487, Affiliated with the AMERICAN FEDERATION OF STATE, COUNTY and MUNICIPAL EMPLOYEES ("AFSCME"), AFL-CIO, hereinafter referred to as the "Union"; and the BOARD of CHOSEN FREEHOLDERS OF THE COUNTY OF SOMERSET, hereinafter referred to as the "Employee".

This effective date of this Agreement is January 1, 1992. The Employer and the Union agree as follows:

#### ARTICLE 1

## RECOGNITION OF THE UNION

The Employer recognizes Local 3487, affiliated with AFSCME as the sole and exclusive bargaining agency for certain blue collar employees employed by the County of Somerset in the Roads and Bridges Department as provided for in PERC Certification of Representation Docket #RO-88-27, issued December 1, 1987 and modified by #RO-90-109. Excluded are managerial executives, clerical employees, confidential employees, craft employees, mechanics, parts person, gas attendants, professional employees, police, and supervisors as defined in the Act, assistant foremen, bridge foremen, road foremen, road and bridge supervisors, assistant supervisors and administrative supervisors.

#### SUPERVISORS

Supervisors will not perform bargaining unit work so as to deny employees overtime pay or the opportunity of promotion.

#### 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 3487 within ten (10) days after the dues are deducted.

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

The UNION will furnish the Employer a 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.

## INSPECTION PRIVILEGES

Providing prior notice is given to the EMPLOYER, authorized agents of the UNION shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the EMPLOYER'S working schedule.

#### ARTICLE 6

#### UNION 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 7

#### SHOP STEWARD

The EMPLOYER recognizes the right of the UNION to designate shop stewards.

The authority of the shop steward will be as set forth in this Agreement.

Shop stewards have no authority to take strike action or any other action interrupting the EMPLOYER'S business.

The EMPLOYER recognizes these limitations upon the authority of shop stewards 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 any steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

## ARTICLE 8

## 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 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 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. The EMPLOYER agrees to guarantee an employee a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate of pay whenever an employee is called to work outside of his regularly scheduled hours of work.
- 8. The EMPLOYER agrees to guaranteé 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.
- 9. 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.

#### 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 bargaining unit shall be posted. Each time there is an opportunity for overtime, the foreman shall first call the person whose name appears below the name last called.
- 2. Each foreman shall periodically post the overtime hours which have been worked.

## ARTICLE 10

#### 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.
- 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 Years.

## ARTICLE 11

#### GRIEVANCE PROCEDURE

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

Employees 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 in writing to the foreman through the shop steward within ten (10) working days after knowledge of the grievance or the reason for the grievance has occurred, except that no time limit shall apply in the case of a violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the foreman within six (6) working days, the grievance may be appealed to Step 2. Such appeal must be made within ten (10) working days.

Step 2: At Step 2, the grievance shall be presented in writing to the Division Head. The foreman's decision shall then be reviewed by the Division Head who shall respond in writing within ten (10) working days. If a satisfactory settlement is not reached in that time, the Division Head's decision may be appealed to the Director of Public Works as Step 3.

Step 3: At Step 3, the grievance shall be presented in writing to the Director of Public Works. The Director shall call a meeting no later than ten (10) working days from the receipt of the grievance to review the evidence with the grievant, a representative of AFSCME, the Local Union President and the shop

steward. The written decision on the grievance must be made within ten (10) working days of the meeting.

Step 4: If no satisfactory settlement has been reached within the time limit, the matter shall be referred to an arbitrator within ten (10) working days of the date of the decision of the Director of Public Works was due or was received. The arbitrator will be chosen through the Public Employment Relations Commission procedure. A copy of the demand for arbitration shall be sent to the Human Resources Director of Somerset County. The selection of the independent arbitrator shall be made pursuant to the rules then existing of the Public Employment Relations Commission.

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.

The UNION will provide all information available to it to the EMPLOYER which pertains to the grievance during Steps 1 and 2.

## ARTICLE 12

#### VACATIONS

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

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

TOTAL EMPLOYMENT SENIORITY	VACATION ENTITLEMENT
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 (25) work days

Vacation may be scheduled throughout the calendar year.

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 rescheduled at the employee's request. The EMPLOYER may request proof substantiating death or hospitalization.

Ten (10) days vacation 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 13

## 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 foreman. The foreman will either determine and advise how the work can be performed safely or will stop the work.

In the event the employee disagrees with the decision of the foreman as to the safety of the working conditions, the foreman will notify the Supervisor of Vehicle Maintenance who will make the final decision. 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 14

#### NOTIFICATION OF THE UNION

The EMPLOYER will provide the names and other information on all employees to the UNION on forms to be provided by the UNION.

#### ARTICLE 15

## WORKING AT DIFFERENT RATES

An employee assigned to a classification with a higher rate of pay at the beginning of the day will be paid an additional \$8.00 for the day worked. If assigned for one-half (1/2) day the employee shall receive \$4.00 for the half-day worked.

#### ARTICLE 16

#### 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 17

#### 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.

#### PAY DAY

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

#### ARTICLE 19

#### 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 shall accumulate 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 services 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.

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 20

#### HEALTH CARE INSURANCE PROGRAM

The EMPLOYER shall provide each employée 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
  - \$50,000 maximum with following riders:
    - (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 21

#### 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.

#### UNIFORMS

The EMPLOYER shall provide five (5) shirts, five (5) pants, 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. Employees may substitute two lightweight coveralls in lieu of two shirts and two pants.

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 23

#### 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 the Act.

## 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 25

#### 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 26

## 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.

## 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 28

#### 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 Worker's 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 regularly scheduled working hours shall receive regularly hourly rate of pay for such time.

#### ARTICLE 29

## PROTECTION OF RIGHTS

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

## ARTICLE 30

## 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 31

#### MAINTENANCE OF STANDARDS

All past practices not specifically modified by this Agreement shall continue in full force and effect.

#### ARTICLE 32

#### SENIORITY

There shall be two forms of seniority:

- A. Bargaining Unit Seniority
- B. Classification Seniority

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

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

Bargaining Unit Seniority shall prevail in all matters where a preference may be exercised except as otherwise provided for in this Agreement.

## Structure of the Bargaining Unit

The Bargaining Unit shall be divided into two (2) departments,

- 1. Road Department
- 2. Bridge Department

## 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) work days.

All bids shall 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 in the following sequence:

First, to the most senior qualified employee(s) in the department where the vacancy exists. If there are none, then,

Second, to the most senior qualified employee(s) in the remaining departments. If there are none, then

Third, new hires.

The EMPLOYER agrees to the principle that all job vacancies should be filled from within the bargaining unit before filling the jobs 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 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 or pay.

The UNION and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job.

Classification service shall be determined by length of residence in the classification beginning with the date of entry.

#### 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 33

#### LAYOFF AND RECALL

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

- Employees shall be laid off in the order of least total employment seniority, regardless of classification or department.
- 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 34

#### 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 reemployment outlined in this Agreement.

#### ARTICLE 35

#### HOLIDAYS

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

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

Columbus Day Election Day Veteran's Day Thanksgiving Day Christmas Day

In exchange for the Friday after Thanksgiving, and Christmas Eve the Employee will be entitled to two floating holidays. Staffing levels will be at the discretion of the County,

and request for holidays will be granted based on staffing needs, on a first come/first received 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 36

## 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 37

#### SALARIES

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

- All employees on the payroll as of the date of any general increase shall receive such increase.
- Salary rates and ranges will be determined based on County-wide Hay calculations for 1992 and 1993. The increases for 1992 are set forth on Schedules A and B attached.

3. All employees participating in Hay for purposes of salary calculations will be eligible for a merit bonus during 1992 based upon their job performance during 1991 and evaluated by their supervisors during 1992. Bonuses will be calculated based on salaries as of December 31, 1991 and will be paid in a single lump sum payment, according to the following schedule:

If performance rating is:

Bonus will equal:

3 4 5

1.0% 1.5% 2.0%

#### ARTICLE 38

## TERMINATION

This Agreement shall be 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 December, 1992 to be effective as of January 1, 1992.

FOR THE EMPLOYER

FOR THE EMPLOYEES

By: Michael Pappa

Michael Pappas

Board of Chosen Freeholders

Susan Ragland

AFSCME, Local Union 3487

Attest:

By: Thargut al larcus

y: Nem Ty

Kenneth Gossh Union President

## SCHEDULE A

NAME	D.O.E.	<u>%</u>	INC.	1992
EQUIPMENT OPERATORS				
J. Hartman	06/17/58	2.0	606	30920
F. Cortelyou	06/25/59	2.0	590	30075
J. Hand	09/01/72	2.0	532	27120
F. Chernesky	09/23/74	2.0	510	25989
J.Wetzel	03/01/76	3.0	353	12136
J. Layton	11/01/76	3.0	722	24801
W.Rodkey	10/13/82	4.5	932	21649
E. Brygier	10/11/83	4.5	932	21649
A. Nowak	05/07/84	4.5	932	21649
A. Hando	11/01/84		932	21649
G.Roach	12/19/85	4.5	932	21649
M. Connolly	06/18/85	4.5	932	21649
R.Smith	04/14/86	4.5	932	21649
J.Galle	04/28/86	4.5	932	21649
J.R.Wirzman	09/04/86	4.5	932	21649
W. Demeter	01/20/87	4.5	932	21649
W.Pierce	05/16/87	4.5	932	21649
T.D'Agostino	09/28/87	4.5	932	21649
G. Fagan	01/01/88	4.5	932	21649
F.C.Culver	10/16/88	4.5	932	21649
J.Maurice	10/24/88	4.5	932	21649
F. Bucholz	10/24/88	4.5	932	21649
M. Garcia	11/21/88	4.5	932	21649
R.Niles	10/01/89	4.5	932	21649
W. Koch	10/02/89	4.5	932	21649
G. Lovas	07/01/92	4.5	932	21649
0.10Va5	07/01/32	4.5	752	21049
BRIDGEWORKERS				
R.Stibitz	11/18/85	4.5	819	19017
J.Kontir	01/01/87	4.5	819	19017
R.Giovanetti	04/16/87	4.5	819	19017
B. DeGrasse	05/16/89	4.5	819	19017
C. Boyd	06/01/89	4.5	819	19017
J.Meka	06/16/89	4.5	819	19017
J. Lakner	09/18/89	4.5	819	19017
R.Sherwin	03/15/90	4.5	819	19017
P.McCall	03/19/90	4.5	819	19017
J.Franolich	06/01/90	4.5	819	19017
G.Price	08/01/90	4.5	819	19017
B.Ahart	12/04/90	4.5	819	19017
T.Walsh	10/15/91	4.5	819	19017
J.Coliskey	12/20/91	4.5	819	19017
T. Corado	01/01/92	4.5	819	19017

NAME	D.O.E.	<u>%</u>	INC.	1992
ROADWORKERS				
P. Bellocchio	01/16/75	5.5	954	18292
M. Healy	05/27/75	2.0	487	24832
M. Colucci	07/01/77	3.0	668	22935
K. Gossh	04/21/81	3.5	725	21442
A. Hartman	06/19/84	5.5	954	18292
T. Hudson	07/08/85	5.5	954	18292
A.Frey	09/03/85	5.5	954	18292
W. Kosensky	09/03/85	5.5	954	18292
J.A.Wirzman	08/13/86	5.5	954	18292
J. Forster	05/04/87	5.5	954	18292
M. Tomaszfski	05/26/87	5.5	954	18292
J. Drost	08/24/87	5.5	954	18292
C. Petrone	11/30/87	5.5	954	18292
R. Koshinsky	05/31/88	5.5	954	18292
A.Schachtele	08/28/88	5.5	954	18292
J. Mroziuk	10/12/88	5.5	954	18292
adimski	02/27/89	5.5	954	18292
P. LaMastro	09/05/89	5.5	954	18292
G.Cheslock	09/11/89	5.5	954	18292
D. Lebida	11/20/89	5.5	954	18292
H.Sniscak	01/23/90	5.5	954	18292
C. Ness	01/29/90	5.5	954	18292
D.Morgan	03/19/90	5.5	954	18292
V. LoMedico	05/07/90	5.5	954	18292
D. Tomaszfski	08/27/90	5.5	954	18292
T.Fisher	10/30/90	5.5	954	18292
J. Govert	11/05/90	5.5	954	18292
R. Plesnarski	11/13/90	5.5	954	18292
J. Lukac	12/10/90	5.5	954	18292
R. Guhl	12/19/90	5.5	954	18292
J. Wurst	07/01/91	5.5	954	18292
F. Lowande	08/19/91	5.5	954	18292
M.DelCiello	04/13/92	5.5	954	18292
G. Fritzinger	04/13/92	5.5	954	18292
G.Orenga	05/21/90	5.5	954	18292
G.Mora	07/17/89	5.5	954	18292
P. Viegas	10/23/89	5.5	954	18292
R.Turner	03/09/87	5.5	954	18292

the state of the s

# . .

# SCHEDULE 8

	1992			
TITLE	MIN.	MDPT.	MAX.	
Equipment Operator	17,270	21,587	25,904	
Bridgeworker	16,156	20,195	24,234	
Roadworker	16,156	20,195	24,234	