

A G R E E M E N T

Somerset County Telecommunications Association and

Somerset County Board of Chosen Freeholders (Employees)

for the period

X January 1, 1988 through December 31, 1989

LIBRARY
Institute of Management and
Labor Relations

APR 19 1988

RUTGERS UNIVERSITY

AGREEMENT

THIS AGREEMENT made this 5th day of April, 1988 to be effective on the first day of January, 1988 is entered into between SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS (hereinafter referred to as the "County"), and SOMERSET COUNTY TELECOMMUNICATIONS ASSOCIATION, (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

The Association has been certified as the sole and exclusive representative for the purposes of collective bargaining for a unit composed of all full-time public safety dispatchers employed by the County of Somerset to negotiate such matters required, by the New Jersey Employer Employee Relations Act, N.J.S.A. 34:13A.1.

ARTICLE II

MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the County had prior to the signing of this Agreement are retained by the County, except those that are specifically modified and only to the extent that they are modified by this Agreement and are not contrary to public policy nor any law of the State of New Jersey.

ARTICLE III

SALARIES

Effective January 1, 1988, the salaries of all employees shall be increased by 7.50%. Effective January 1, 1989, base salaries then in effect shall be increased by 5%.

ARTICLE IV

OVERTIME

Time and one-half payment shall be made for all overtime hours worked above eight hours in any one scheduled day. The computation of such overtime shall be based upon the employee's hourly rate in effect at the time that the overtime is performed.

ARTICLE V

HOLIDAYS

All individuals in the unit shall be granted the following paid holidays:

WAS *WASH*
WASHINGTON'S BIRTH New Year's Day Columbus Day
INDEPENDENCE DAY King's Birthday Veteran's Day
GENERAL ELECTION DAY Lincoln's Birthday Thanksgiving Day
Good Friday Friday after
Thanksgiving
Memorial Day Christmas Eve Day
Labor Day Christmas Day

Since the employees in the bargaining unit work rotating shifts, they shall be paid annually for the holidays listed above, which holiday pay shall be made in December of each year.

ARTICLE VI

VACATION

Vacation entitlement shall be based on the employee's anniversary date of employment as of July 1 of each year 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 (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.

ARTICLE VII

PERSONAL DAYS

All members of the Association shall be entitled to personal days in accordance with County policy as follows:

1. Employees who have completed at least one year of service shall be granted up to three personal days with pay per calendar year.

2. Employees with less than one year service shall earn personal days at the rate of one day for each four months of service.

3. Personal excused absence days shall not accumulate or carry over from year to year.

ARTICLE VIII

BEREAVEMENT LEAVE

All members of the Association shall be entitled to bereavement leave of up to five days of excused absence with pay per calendar year, for a death in the immediate family and attendance at the funeral. Immediate family shall be limited to Mother, Father, Father-in-Law, Mother-in-Law, Husband, Wife, Child, Brother, Sister, Grandchild, Grandparent or step-relations of like nature.

ARTICLE IX

SICK LEAVE AND EXTENDED SICK LEAVE

1. Employees who have worked less than one year shall be entitled to paid sick leave earned at the rate of one day for

each month of employment, or major fraction thereof, in the first calendar year. Thereafter, employees shall be entitled to a total of fifteen days of sick leave per calendar year.

2. Sick leave days may be accumulated and carried over from year to year up to a total of 180 days. In the event of more than 180 days of accumulated sick leave, paid sick leave days shall thereafter be converted to vacation days at the rate of one vacation for every three accumulated sick days (e.g., 15 days sick leave will be converted to 5 vacation days).

3. Upon termination of employment after ten years of service, an employee shall be entitled to be compensated in the amount of one-third of the sick leave days that have been accumulated.

4. A retiring employee shall be entitled to compensation for one-half of the accumulated sick leave days.

Extended Sick Leave:

The County agrees to provide one-half pay for a maximum of the twenty-six weeks in any calendar year for a continuing illness or disability, pursuant to the personnel policies of Somerset County.

ARTICLE V

UNIFORMS AND SHOES

AND UNIFORM MAINTENANCE ALLOWANCE

The County will provide each member of the Association with a necessary set of uniforms. Said uniforms shall consist of

three long sleeved shirts, three short sleeved shirts, three ties, three pairs of pants, one engraved name tag, one garrison belt and collar brass, and one windbreaker. The employees shall be responsible for said uniforms and shall receive for this purpose the sum of \$420.00 each year of this Agreement or the pro-rated portion thereof. These allowances shall be paid monthly. Effective January 1, 1987 each member of the Association shall be entitled to a \$50.00 shoe allowance which shall be paid annually.

ARTICLE XI

GRIEVANCE PROCEDURE

A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute between the employee and the employer.

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

Any grievance arising between the employer and an employee shall be settled in the following manner:

STEP 1. The aggrieved employee must present his grievance to his direct supervisor within ten (10) days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the direct supervisor within ten (10) days, the grievance may be appealed to STEP 2. Such appeal must be made within five (5) working days.

STEP 2. Within ten (10) working days the employee and the Association representative shall take the matter up with the Sheriff. A decision by the Sheriff shall 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 five (5) working days.

STEP 3. If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey 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 Association.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1988 and shall continue for a period of two years until December 31, 1989. In the event changes are desired by either party, notice in writing, together with proposed changes, shall be given to the

other party at least 120 days prior to any expiration date, and the parties shall thereafter meet for the purpose of negotiating any changes requested.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands by authority of their respective bodies the day and year first above written.

WITNESS:

SOMERSET COUNTY BOARD OF
CHOSEN FREEHOLDERS

Margaret A. Thorne

By: Michael Pappas

DATED:

SOMERSET COUNTY
TELECOMMUNICATIONS ASSOCIATION

DATED: 3/31/88

By: [Signature]

SCHEDULE A

| <u>EMPLOYEE</u> | <u>D.O.E.</u> | <u>TITLE</u> | <u>1/01/88 SALARY</u> | <u>1/01/89 SALARY</u> |
|-----------------|---------------|---------------|---------------------------|---------------------------|
| J. Cozza | 05/79 | Dispatcher II | \$18,076 | \$18,980 |
| J. Apsley | 04/85 | Dispatcher II | 17,189 | 18,048 |
| K. Morrissey | 10/86 | Dispatcher II | 17,189 | 18,048 |
| A. Mizov | 01/87 | Dispatcher II | 17,189 | 18,048 |
| C. Benderoth | 01/87 | Dispatcher II | 17,189 | 18,048 |
| E. Freund | 03/87 | Dispatcher II | 17,189 | 18,048 |
| T. Jones | 07/87 | Dispatcher II | 17,189 | 18,048 |
| G. Hoiles | 08/87 | Dispatcher II | 17,189 | 18,048 |