

#202

**AGREEMENT**

**Between**

**THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS**

**And**

**THE SOMERSET COUNTY TELECOMMUNICATIONS ASSOCIATION**

**January 1, 1995 through December 31, 1997**

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## AGREEMENT

THIS AGREEMENT made this            day of            , 1996 to be effective on the first day of January, 1995 through December 31, 1997 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

The Association agrees to adopt the Hay System for all employees covered by this Agreement.

Effective January 1, 1995, the salaries of all employees shall be increased by 4.0%, consistent with the Hay System. All Dispatchers II classified in Grade 8 on December 31, 1994 shall be reclassified in accordance with the Hay System.

Effective January 1, 1996, all Dispatchers shall receive increases in accordance with the Hay System as follows:

<u>Annual Performance Rating</u>	<u>Increase Amount</u>
5	4.5% of Base Salary
4	3.5% of Base Salary
3	2.5% of Base Salary

Effective January 1, 1997, all Dispatchers shall receive increases in accordance with the Hay System.

ARTICLE IV

OVERTIME

Time and one-half payment shall be made for all overtime hours worked in excess of forty (40) hours in any one week. 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 employees shall be granted the equivalent of eight (8) hours pay for each of the following holidays:

New Year's Day	Columbus Day
King's Birthday	General Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after
Memorial Day	Thanksgiving
Independence 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.

HOURS PER WEEK								
YEARS OF SERVICE	20	21	25	28	30	35	37½	40
After completion of year in which hired but less than 5 years on July 1	40	42	50	56	60	70	75	80
More than 5 years, but less than 10 years	48	49	60	70	72	84	90	96
More than 10 years, but less than 15 years on July 1	60	63	75	84	90	105	113	120

More than 15 years, but less than 20 years on July 1	72	77	90	98	108	126	135	144
More than 20 years, but less than 25 years on July 1	80	84	100	112	120	140	150	160
More than 25 years on July 1	100	105	125	140	150	175	188	200

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 TIME

All employees 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 twenty-four (24) hours of personal time with pay per calendar year.

2. Employees with less than one year service shall earn personal time at the rate of eight (8) hours 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

If required, an employee may be granted excused absence with pay for a death in the immediate family and attendance at the funeral. Immediate family shall be limited to father, mother,

father-in-law, mother-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law or a step or half relation of a similar nature. In the event of a death of other relatives or in-laws, an employee may request a vacation day(s), personal day(s), or a leave without pay. Temporary employees shall not be eligible for bereavement leave.

Regular, provisional and probationary full time and part time employees may be granted bereavement leave at the approval of the division head in accordance with the following chart.

Weekly Work Hours	20	21	25	28	30	35	37½	40
Maximum Bereavement Hours to be Granted	20	21	25	28	30	35	37½	40

When there is a death in the immediate family an employee should notify his/her supervisor or division head so that the appropriate approvals can be obtained for bereavement leave, if necessary.

Each day all division/department heads shall record any employee using bereavement leave on the "Daily Attendance Report".

Each pay period all division/department heads shall have their employees record any bereavement leave taken during that period on the "Time Sheets" as described in the "Time Sheet" instructions. the total bereavement usage reported on the "Time Sheet" should coincide with the total hours of bereavement usage reported on the "Daily Attendance Report" for a given pay period.

Human Resources shall maintain a computerized record of Leave Balances on each employee for each year, and shall record daily bereavement leave hours taken by the employee.

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 eight (8) hours for each month of employment, or major fraction thereof, in the first calendar year. Thereafter, employees shall be entitled to a total of one hundred twenty (120) hours of sick leave per calendar year.

2. Sick leave hours may be accumulated and carried over from year to year up to a total of one thousand four hundred and forty (1,440) hours. In the event of more than 1,440 hours of accumulated sick leave, paid sick leave hours shall thereafter be converted to vacation hours at the rate of eight (8) vacation hours for every twenty-four (24) accumulated sick leave hours (e.g., 24 hours sick leave will be converted to 8 vacation hours).

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 hours that have been accumulated.

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

Extended Sick Leave:

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

ARTICLE X

UNIFORMS AND SHOES

AND UNIFORM MAINTENANCE ALLOWANCE

The County will provide each employee with a necessary set of uniforms. Said uniforms shall consist of five long sleeved shirts, five short sleeved shirts, five pairs of pants, one engraved name tag, and one windbreaker. The employees shall be responsible for said uniforms and shall receive for this purpose the sum of \$850.00 each year of this Agreement or the pro-rated portion thereof. These allowances shall be paid monthly. Each employee shall also be entitled to an annual shoe allowance of \$120.00, which shall be paid in two installments of \$60.00 on January 1st and July 1st of each year.

ARTICLE XI

HEALTH BENEFITS

The employer shall provide each employee with the same health care insurance benefits which are offered to all other County employees, including any changes.

ARTICLE XII

GRIEVANCE PROCEDURE

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 Emergency Management) 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 writing within five working days of the receipt of the grievance. The employee may request representation by the Association President. Copies shall be furnished to the employee, the Association and the supervisor.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the employee may submit his/her written grievance to the department head's decision. The department head shall meet with the employee, the supervisor, and the division head and shall render his/her decision in writing within five working days of receipt of the grievance. The employee may request representation by the Association. Copies shall be furnished to the employee, the Union, the supervisor, and the division head.

Step 4. If a grievance, as defined above, is not satisfactorily resolved at Step 3, then within ten (10) working days after completion of Step 3 of the grievance procedure, the matter may be referred to a hearing officer selected in accordance with the procedures of the County of Somerset.

The fees and expenses of the Hearing Officer shall be borne equally by the parties. Any other expenses incurred in connection with the hearing shall be paid by the party incurring same. 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 shared equally.

The award of a Hearing Officer hereunder shall be final, conclusive and binding upon the Employer, the Association and the Employees.

The hearing Officer 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 XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1992<sup>5</sup> and shall continue for a period of three years until December 31, 1994<sup>7</sup>. 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.

*DMZ*  
*DA*

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

BA Lucas

BY: [Signature]

DATED:

SOMERSET COUNTY  
TELECOMMUNICATIONS ASSOCIATION

DATED: 9.5.94

BY: David Frountlein

SCHEDULE A

NAME	DOE	1994 GRDE	1994 SALARY	4% INC.	1/1/95 SALARY	1/1/95 RECLASSIFICATIONS				
						% INC	NEW GRDE.	INC.	1995 RECLASS.	1996 SALARY
J. Cozza	5/27/79	8	27179	1095	28274	6%	9	1696	29970	0
J. Apsley	4/1/85	8	25854	1175	27029	6%	9	1622	28651	29694
D. Carter	11/16/91	8	22997	927	23924	6%	9	1435	25359	26247
D. Frauenheim	6/28/90	8	24147	973	25120	6%	9	1507	26627	27559
M. Reid	10/1/88	8	24147	973	25120	6%	9	1507	26627	27559
K. Degutis	3/5/90	8	24147	973	25120	6%	9	1507	26627	27559
T. Wallace	5/25/90	8	24147	973	25120	6%	9	1507	26627	27559
L. Mills	2/1/93	8	21881	882	22763	6%	9	1365	24128	0
C. Lessing	4/3/94	8	21192	1335	22527	6%	9	1929	24456	26087
F. Zaeltz	4/3/94	8	21192	1335	22527	6%	9	1929	24456	26087
K. Murray	4/1/94	8	21192	1335	22527	6%	9	1929	24456	26087
G. Fichner	11/15/94	8	21192	1335	22527	0%	8	0	22527	24081
J. Andrusky	11/15/94	8	21192	1335	22527	0%	8	0	22527	24081
S. Mc Albon	9/11/95	8	0	0	22527	0%	8	0	22527	24081

# SCHEDULE B

TITLE	GRADE	<u>1995 RANGES</u>			<u>1996 RANGES</u>		
		<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
Dispatcher Supervisor	10	\$26,488	\$33,111	\$39,790	\$26,488	\$33,111	\$39,733
Dispatcher II, III, IV	9	24,456	30,570	36,684	26,087	32,609	39130
Dispatcher I	8	22,527	28,159	33,790	24,081	30,102	36,122