

THIS AGREEMENT made this 3rd day of August 1982, effective January 1, 1982, by and

BETWEEN SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter sometimes called the "County"

AND THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, (SOMERSET COUNTY SHERIFF'S OFFICERS) LOCAL 177, hereinafter sometimes called the "Association".

PBA

ARTICLE I

The County has previously recognized the Association as the sole and exclusive representative for purposes of collective bargaining of a unit composed of Sheriff's Officers, Lieutenant Correction Officers, Captain Correction Officers, Sergeant Correction Officers, Correction Officers and Identification Officers of the Somerset County Sheriff's Office, Identification Bureau and Somerset County Jail to negotiate such matters as are required pursuant to Chapter 303-New Jersey Employer-Employee Relations Act, as amended and supplemented.

ARTICLE II

2.1 Effective January 1, 1982, the annual rates of compensation for all members of the bargaining unit shall be those set forth in Schedule "A" attached hereto and made a part hereof, exclusive of other benefits and payment of fringe benefits, for the years 1982 and 1983.

X January 1, 1982 - March 31, 1983

2.2 Effective January 1, 1981 those individuals employed in the unit who have five (5) or more full years of completed service shall be eligible for longevity pay, in accordance with the schedules set forth herein, which payment shall be based upon the rate of the individual in effect on January 1 of the year in which such individual becomes eligible for the longevity pay. Such payment shall be made on and after the effective date of eligibility for such payment, and shall be paid together with and in the same manner as the regular salary payments. Nothing shall be construed to permit the pyramiding of such payment, nor shall such payment be based upon any other factor other than the wage rate, exclusive of payments on account of fringes or other extra compensation.

The longevity schedule is as follows:

Employee Who Shall Have Completed:		Longevity Percent- age To Be Applied To Wage Rate
At Least:	But Not More Than:	
5 years	9 years	1.50
10 years	15 years	1.75
16 years	20 years	2.75
21 years	25 years	3.00
26 years	Over 26 years	3.75

2.3 Effective January 1, 1982, any employee promoted to a higher rank (e.g. correction officer to sergeant correction officer) shall receive an increase in his base rate of One Thousand Dollars (\$1,000.00), or to the minimum rate of the rank promoted to, whichever is greater.

2.4 Any individual appointed to an acting position of higher rank, or assigned by the Sheriff, or his designee, to perform the duties of a

position of higher rank, for a period longer than five (5) days, shall be compensated for such work at the minimum rate of the rank being filled, it being understood that such compensation shall commence immediately for those individuals appointed to an acting position, and on the sixth (6th) for those assigned to such position.

ARTICLE III

3.1 Time and one-half payment shall be made for all overtime hours worked above 40 hours in any one scheduled workweek, or similar work period, with the exception of paragraph 3.1a. The computation of such overtime shall be based upon the employee's hourly rate in effect at the time that the overtime is performed.

3.1a Employees shall be paid straight time for additional work performed above 40 hours in any one scheduled workweek, insofar as grand jury appearances, court appearances and inmate grievance procedures are concerned. Work other than that set forth in this paragraph shall be paid in accordance with paragraph 3.1.

3.2 Sick leave that has been approved by the Sheriff or the Warden in writing shall be counted for purposes of computing the hours worked in any one scheduled workweek or similar work period, in determining eligibility for overtime pay.

3.3 For purposes of this agreement, the workweek is defined as follows: Commencing at 12:01 a.m. Sunday and terminating 12:00 midnight Saturday of each week.

ARTICLE IV

4.1 Any individual reporting on special call to work outside his regularly scheduled working hours will be paid four (4) hours' pay at this regular base rate, or the actual time worked at the applicable rate, whichever is greater, even though the time spent to complete the job for which he was called in was less than four (4) hours. This policy shall not apply when an individual is called in early to regularly scheduled shift and works continuously from time of reporting until the beginning of his regularly scheduled shift, providing he has been informed the previous day of such call-in.

ARTICLE V

5.1 There shall be no diminution in benefits of any type whatsoever during the term of this agreement, provided such benefits were in effect and applicable to members of the bargaining unit on and after January 1, 1982. The County shall pay the cost of any increase required to maintain such benefits at their present level.

5.2 In the event that the County shall declare a holiday or other time off with pay for all other County employees, then the individuals of the unit shall receive like treatment. An employee who shall be scheduled for, and shall actually work during such period of time, shall receive time and one-half pay for the applicable period covered by the declaration of the County.

5.3 All individuals in the unit employed in the Sheriff's Office shall be granted the holidays applicable to other County employees, with pay.

5.4 All individuals in the unit employed in the Jail shall, in lieu of being granted a holiday with pay, be paid eight (8) times their hourly rate on the first payroll period following December 15 of each year for fifteen (15) holidays, provided, however, that if an individual employed in the Jail is required to work on a holiday for any reason, the individual may, with the approval of his supervisor, reschedule such day off with pay at a later time, or at the option of the individual, shall be paid eight (8) times his hourly rate for the holiday worked, which payment shall occur in the same manner as the payment for other holiday pay.

ARTICLE VI

6.1 The parties hereto agree that the County will provide each employee with the necessary set of uniforms and replace such uniforms as needed. The employee shall be responsible for the maintenance of said uniform, and shall receive the sum of Four Hundred Dollars (\$400.00), for the year 1982, or the sum of Five Hundred Dollars (\$500.00) for the year 1983, or the prorated portion thereof for this purpose. These allowances shall be paid quarterly in the months of April, July, October and December.

ARTICLE VII

PERSONAL DAYS

7.1 Personal days shall be granted to employees of the bargaining unit subject to the limitation as to the number of days set forth in County policy, without the requirement that the Sheriff, or any other superior, be given the reason or reasons for requesting such a personal day by the employee.

ARTICLE VIII

8.1 It is further agreed and understood between the parties to this agreement that members of the bargaining unit shall have the absolute right to sign and initiate complaints against inmates without any prior approval required by the Sheriff or any other person.

ARTICLE IX

GRIEVANCE PROCEDURE

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

9.2 Employees shall have the right to have a P.B.A. representative present during discussion of any grievance with representatives of the employer.

9.3 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 superior 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 his P.B.A. 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.

9.4 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. The Arbitrator shall determine any question of arbitrability.

9.5 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.

9.6 The expense of the Arbitrator selected or appointed shall be borne equally by the employer and the P.B.A.

ARTICLE X

10.1 The County agrees to deduct from the salaries of its employees, subject to this agreement, dues for the P.B.A. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies, together with records of any corrections, shall be transmitted to the P.B.A. Treasurer within thirty (30) working days from the payroll period ending date of each payroll period.

10.2 If during the life of this agreement, there shall be any change in the rate of membership dues, the P.B.A. shall furnish to the County written notice thirty (30) days prior to the effective date of such change, and shall furnish new authorizations from its members, showing the authorized deduction for each employee.

10.3 The P.B.A. will provide the necessary "check-off authorization" form, and deliver the signed forms to the appropriate County Officer. The P.B.A. shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Employer, in reliance upon salary deduction authorization cards submitted by the P.B.A. to the County.

ARTICLE XI

VACANCIES IN POSITIONS

Whenever there is a vacancy in one of the positions covered by this agreement, a notice of the vacancy will be posted by the County and the position will be filled according to principles of seniority, provided the employee is qualified and willing to perform the work.

ARTICLE XII

NOTICE OF SHIFT CHANGE

Whenever the County, through its authorized agents, seeks to change the shift of any employee covered by this agreement, then, in those cases where the employment on the new shift will be for one week or more, the County will give two weeks' notice of the change of shift to the employee.

ARTICLE XIII

DURATION OF AGREEMENT

13.1 This agreement shall be effective as of January 1, 1982, and shall continue for a period of two (2) years, until December 31, 1983.

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.

ATTEST:

SOMERSET COUNTY BOARD
OF CHOSEN FREEHOLDERS

Margaret A. Maccini
Margaret A. Maccini, Clerk of the Board

By: Vernon A. Noble
Vernon A. Noble, Director

AND

By: Louis Nickolopoulos
Louis Nickolopoulos, Sheriff

NEW JERSEY P.B.A. SHERIFF'S
OFFICERS LOCAL 177

Richard H. Steeper

By: Robert Petrone, President

SCHEDULE "A"

The following step system shall apply to all employees in the unit, including new employees hired after the execution of this agreement.

	1982 Salary	1983 Salary
Captain	\$22,600.	\$23,250.
Lieutenants	20,500.	21,250.
Sergeants 1 @	19,500.	19,750.
2 @	18,500.	19,750.
5 @	17,500.	19,750.
Officers		
Probation	13,000.	13,000.
First Step	13,000.	13,450.
Second Step	14,000.	14,750.
Third Step	15,000.	15,250.
Fourth Step	16,000.	16,750.
Fifth Step	17,000.	18,750.

Actual salaries of all current employees are stated on attached sheets.

Superior Officers

D.O.E.	NAME	1981 Sal.	Inc.	1982 Sal.	Long.	1983 Inc.	1983 Sal.	Long.
10-05-66	DiGiampaolo	\$21,307.	\$1,293.	\$22,600.	\$622.	\$650.	\$23,250.	\$639.
03-16-63	Hundley	19,826.	674.	20,500.	564.	750.	21,250.	564.
03-22-66	Haynie	19,759.	741.	20,500.	564.	750.	21,250.	564.
03-01-68	Kenney	18,986.	1,514.	20,500.	359.	750.	21,250.	372.
09-23-68	Stolz	18,986.	1,514.	20,500.	359.	750.	21,250.	372.
01-16-69	Mraz	18,986.	1,514.	20,500.	359.	750.	21,250.	372.
11-17-65	Donovan	19,109.	391.	19,500.	536.	250.	19,750.	543.
02-16-69	Gagnon	17,274.	1,226.	18,500.	324.	1,250.	19,750.	346.
04-16-71	Perone	17,274.	1,226.	18,500.	324.	1,250.	19,750.	346.
04-26-76	Niko	15,723.	1,777.	17,500.	263.	2,250.	19,750.	296.
04-01-77	McKenna	15,723.	1,777.	17,500.		2,250.	19,750.	296.
05-09-77	Wiecenski	15,723.	1,777.	17,500.		2,250.	19,750.	296.
09-01-78	McIntosh	15,723.	1,777.	17,500.		2,250.	19,750.	
09-01-80	Clancey	15,723.	1,777.	17,500.		2,250.	19,750.	

Officers

D.O.E.	Name	1981 Sal.	Inc.	1982 Sal.	Long.	1983 Inc.	1983 Sal.	Long.
				<u>Probation</u>			<u>1st Step</u>	
07-15-81	Thomas	12,361.	639.	13,000.		450.	13,450.	
07-15-81	Pearson	12,361.	639.	13,000.		450.	13,450.	
08-01-81	Schukraft	12,361.	639.	13,000.		450.	13,450.	
10-01-81	Kingsland	12,361.	639.	13,000.		450.	13,450.	
10-16-81	D'Angelo	12,361.	639.	13,000.		450.	13,450.	
10-16-81	Jones	12,361.	639.	13,000.		450.	13,450.	
11-01-81	Huggins	12,361.	639.	13,000.		450.	13,450.	
11-02-81	Lukac	12,361.	639.	13,000.		450.	13,450.	

D.O.B.	NAME	1981 Sal.	Inc.	1982 Sal. Probation	Long.	1983 Inc.	1983 Sal. 1st Step	Long.
12-02-81	Dowling	\$12,361.	\$639.	\$13,000.		\$450.	\$13,450.	
04-16-82	Donlan	12,361.	639.	13,000.		450.	13,450.	
05-16-82	McConnell	12,361.	639.	13,000.		450.	13,450.	
05-16-82	Scheller	12,361.	639.	13,000.		450.	13,450.	
06-01-82	Lund	12,361.	639.	13,000.		450.	13,450.	
06-01-82	McCarthy	12,361.	639.	13,000.		450.	13,450.	
06-01-82	Runyon	12,361.	639.	13,000.		450.	13,450.	
06-01-82	DeRosa	12,361.	639.	13,000.		450.	13,450.	
08-02-82	Johnson			13,000.			13,450	
				1st Step			2nd Step	
12-16-80	Quinn	12,361.	639.	13,000.		1,750.	14,750.	
01-01-81	Fonte	12,361.	639.	13,000.		1,750.	14,750.	
01-16-81	Doman	12,361.	639.	13,000.		1,750.	14,750.	
01-16-81	Woodson	12,361.	639.	13,000.		1,750.	14,750.	
05-01-81	Zuccarelli	12,361.	639.	13,000.		1,750.	14,750.	
05-15-81	Fellin	12,361.	639.	13,000.		1,750.	14,750.	
05-15-81	Harabin	12,361.	639.	13,000.		1,750.	14,750.	
05-15-81	Rosebrock	12,361.	639.	13,000.		1,750.	14,750.	
05-15-81	Thompson	12,361.	639.	13,000.		1,750.	14,750.	
05-15-81	Spiecker	12,361.	639.	13,000.		1,750.	14,750.	
05-16-81	Vance	12,361.	639.	13,000.		1,750.	14,750.	
				2nd Step			4th Step	
10-16-79	Magos	12,361.	1,639.	14,000.		2,750.	16,750.	
				3rd Step			4th Step	
04-16-79	Vestal	12,361.	2,639.	15,000.		1,750.	16,750.	
05-14-79	Bird	12,361.	2,639.	15,000.		1,750.	16,750.	

A.O.E.	NAME	1981 Sal.	Inc.	1982 Sal.	Long.	1983 Inc.	1983 Sal.	Long.
				5th Step			5th Step	
11-16-65	Twardowski	\$18,109.	-	18,109.	\$498.	\$641.	18,750.	\$516.
09-15-71	Gada	14,932.	2,068.	17,000.	298.	1,750.	18,750.	328.
09-14-70	Coliskey	14,932.	2,068.	17,000.	298.	1,750.	18,750.	328.
04-01-72	Jones,P	14,932.	2,068.	17,000.	298.	1,750.	18,750.	328.
03-16-73	Diana	14,932.	2,068.	17,000.	255.	1,750.	18,750.	328.
04-01-73	Petroni	14,723.	2,277.	17,000.	255.	1,750.	18,750.	328.
07-01-73	Potts	14,723.	2,277.	17,000.	255.	1,750.	18,750.	328.
09-20-74	Rodriguez	14,487.	2,513.	17,000.	255.	1,750.	18,750.	281.
10-01-76	VanHorn	12,361.	4,639.	17,000.	255.	1,750.	18,750.	281.
03-16-77	Strecker	12,361.	4,639.	17,000.		1,750.	18,750.	281.
06-01-73	Heller	17,857.		17,857.	268.	893.	18,750.	328.

2.2 Effective January 1, 1981 those individuals employed in the unit who have five (5) or more full years of completed service shall be eligible for longevity pay, in accordance with the schedules set forth herein, which payment shall be based upon the rate of the individual in effect on January 1 of the year in which such individual becomes eligible for the longevity pay. Such payment shall be made on and after the effective date of eligibility for such payment, and shall be paid together with and in the same manner as the regular salary payments. Nothing shall be construed to permit the pyramiding of such payment, nor shall such payment be based upon any other factor other than the wage rate, exclusive of payments on account of fringes or other extra compensation.

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2.4 Any individual appointed to an acting position of higher rank, or assigned by the Sheriff, or his designee, to perform the duties of a