

Contract no. 202

A G R E E M E N T

**Somerset County Telecommunications Association and
Somerset County Board of Chosen Freeholders
for the period
January 1, 1992 through December 31, 1994**

AGREEMENT

THIS AGREEMENT made this day of , 1992 to be effective on the first day of January, 1992 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").

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 28 1992

RUTGERS UNIVERSITY

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 purposes of computing the base salaries of all employees. Effective January 1, 1992, the salaries of all employees shall be increased by 5.5 percent, this being consistent with the recommendations of the Hay System. Effective January 1, 1993, the salaries of all employees shall be increased by an amount consistent with the recommendations of the Hay System. Effective January 1, 1994, the salaries of all employees shall be increased by an amount consistent with the recommendations of the Hay System.

An annual merit bonus, in the following amounts, shall be paid to all employees who achieve the following annual performance rating:

| <u>Annual Performance Rating</u> | <u>Bonus Amount</u> |
|----------------------------------|---------------------|
| 3 | 1% of Base Salary |
| 4 | 1.5% of Base Salary |
| 5 | 2% of Base Salary |

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.

| <u>TOTAL EMPLOYMENT SENIORITY</u> | <u>VACATION ENTITLEMENT</u> |
|---|--|
| Less than one (1) year | Eight (8) hours/month up to Eighty (80) hours/year |
| One (1) to five (5) years | Eighty (80) hours/year |
| Six (6) to ten (10) years | Ninety - six (96) hours/year |
| Eleven (11) years to fifteen (15) years | One hundred twenty (120) hours/year |
| Sixteen (16) years to twenty (20) years | One hundred forty-four (144) hours/year |
| Twenty-one (21) years to twenty-five (25) years | One hundred sixty (160) hours/year |
| Twenty-five (25) years plus | Two hundred (200) hours/year |

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 VIII

BEREAVEMENT LEAVE

All employees 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 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 ties, five 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 \$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
GRIEVANCE PROCEDURE

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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. The appeal must be made within five (5) working days.

STEP 2. Within ten (10) working days the employee and 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.

ARTICLE XII

REOPENER

Within six months after the 911 Emergency Telecommunications System is fully implemented, the Association shall have the right to petition the Hay Committee to reclassify any and/or all positions within the unit. If the Hay Committee does reclassify any and/or all positions within the unit, as to each such reclassified position, the Association shall have the right to reopen the contract to negotiate additional compensation, if any, to recognize such reclassification.

ARTICLE XIII

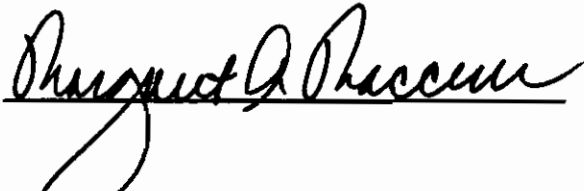
DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 1992 and shall continue for a period of three years until December 31, 1994. 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



By: 

DATED:

SOMERSET COUNTY
TELECOMMUNICATIONS ASSOCIATION

DATED: 9/30/92

By: 

COMMUNICATIONS - HAY SYSTEM

SCHEDULE A

| <u>EMPLOYEE</u> | <u>D.O.E.</u> | <u>GRADE</u> | <u>1991</u> | | <u>MIN.</u> | <u>MID.</u> | <u>MAX.</u> | <u>%</u> | <u>INC.</u> | <u>1992</u> | |
|-------------------------------|---------------|--------------|---------------|-------------|-------------|-------------|-------------|----------|--------------|---------------|-------------|
| | | | <u>SALARY</u> | <u>INC.</u> | | | | | | <u>SALARY</u> | <u>INC.</u> |
| J. Cozza | 05/02/79 | 9 | 23,513 | | 21,729 | 27,161 | 32,593 | 5.5 | 1,293 | 24,806 | |
| J. Apsley | 04/01/85 | 9 | 22,367 | | 21,729 | 27,161 | 32,593 | 5.5 | 1,230 | 23,597 | |
| M. Reid | 10/01/88 | 8 | 21,092 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,160 | 22,252 | |
| K. DeGutis | 03/05/90 | 8 | 21,092 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,160 | 22,252 | |
| T. Wallace | 05/25/90 | 8 | 21,092 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,160 | 22,252 | |
| D. Fraunheim | 06/28/90 | 8 | 21,092 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,160 | 22,252 | |
| J. Hayes | 09/17/90 | 8 | 21,092 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,160 | 22,252 | |
| M. Lenahan (Left 04/16/92) | 03/10/91 | 8 | 21,092 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,160 | 22,252 | |
| D. Webb (Left 01/16/92) | 04/01/91 | 8 | 21,092 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,160 | 22,252 | |
| J. Amato | 11/01/81 | 8 | 20,087 | | 20,102 | 25,140 | 30,168 | 5.5 | 1,105 | 21,192 | |
| D. Carter | 11/16/81 | 8 | <u>20,087</u> | | 20,102 | 25,140 | 30,168 | 5.5 | <u>1,105</u> | <u>21,192</u> | |
| | <u>TOTAL</u> | | 233,698 | | | | | | 12,853 | 246551 | |
| <u>ADJUSTMENTS</u> | | | | | | | | | | | |
| C. O'Neill (Left 04/16/92) | 01/16/92 | 8 | 19,131 | | | | | | | 20,183 | |
| R. Mikulak (Left 06/16/92) | 10/01/91 | 06/16 | 19,131 | | | | | | | 20,183 | |
| | 09/16 | 09/16 | 20,087 | | | | | | | 21,192 | |
| T. Hoey | 06/16/92 | 06/16 | 19,131 | | | | | | | 20,183 | |
| | 09/16 | 09/16 | 20,087 | | | | | | | 21,192 | |