

Somerset

THIS DOES NOT
CIRCULATE

THIS AGREEMENT made this 7th day of August, 1984,
effective January 1, 1984, 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".

ARTICLE I

The County has previously recognized the Association
as the sole and exclusive representative for purposes of collec-
tive bargaining of a unit composed of Sheriff's officers, Lieu-
tenant 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(A) Effective January 1, 1984 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 bene-
fits, for the year 1984.

LIBRARIAN
Institute of Management and
Labor Relations

MAY 30 1985

RUTGERS UNIVERSITY

X- [Handwritten signature]

2.1(B) Effective January 1, 1985 the annual rates of compensation for all members of the bargaining unit shall be those set forth in Schedule "B" attached hereto and made a part hereof, exclusive of other benefits and payment of fringe benefits, for the year 1985.

2.2 Effective January 1, 1984 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 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, 1984 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.

2.5 The parties agree that the step system previously agreed to by the parties for the Contract dated January 1, 1982 through December 31, 1983 shall be frozen for the term of this Agreement

ARTICLE III

3.1 Time and one-half payment shall be made for all overtime hours worked above 40 hours in any one scheduled work-week, 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.

*IRP
July 11/11*

3.2 All paid time off 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, 1984. 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 except the members of the Identification Bureau 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 six hundred dollars (\$600.00) for the year 1984, or the sum of seven hundred dollars (\$700.00) for the year 1985, or the prorated portion thereof for this purpose. These allowances shall be paid monthly.

6.2 Effective January 1, 1984 each uniformed employee shall receive a shoe allowance of Fifty Dollars (\$50.00) per year for the purchase of uniform shoes.

6.3 Effective January 1, 1984 the members of the Identification Bureau shall receive the sum of One Hundred Fifty (\$150.00) per year for the purposes of clothing maintenance. This allowance shall be paid monthly.

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

SNOW DAYS

13.1 The parties agree that the Sheriff shall have the right to declare a snow day when appropriate, on weekends and holidays when the County offices are normally closed.  *RP*

ARTICLE XIV

REOPENER FOR SHIFTS

In the event that Sheriff's Officers covered by this agreement are required to work shifts over and above the

amount of shift work presently required to perform, either party may reopen this agreement to negotiate additional compensation, if any, for said additional shift work.

ARTICLE XV

DURATION OF AGREEMENT

15.1 This agreement shall be effective as of January 1, 1984, and shall continue for a period of two (2) years, until December 31, 1985. 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, Secretary

By: John K. Kitchen
John K. Kitchen, Director

AND
By: Louis Nickolopoulos
Louis Nickolopoulos, Sheriff

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

Robert M. Petrone

By: Robert Petrone

APPROVED AS TO FORM
SOMERSET COUNTY COUNSEL

WEO

SCHEDULE A

<u>SHERIFF OFFICERS</u>	<u>D.O.B.</u>	<u>1/1/84</u> <u>SALARY</u>	<u>1984</u> <u>LONG</u>	<u>7/1/84</u> <u>SALARY</u>	<u>1984</u> <u>LONG</u>
<u>LIEUTENANT</u>					
E. Perone	4-16-71	22,313	391	23,429	391
<u>SERGEANTS</u>					
N. Gagnon	2-16-69	20,738	363	21,775	363
P. Donovan	11-17-65	20,738	570	21,775	570
<u>OFFICERS</u>					
T. Twardowski	11-17-65	19,688	541	20,672	541
E. Harabin	7-09-65	19,688	541	20,672	541
E. Reese	1-22-68	19,688	541	20,672	541
K. Lessing	6-01-69	19,688	345	20,672	345
S. Balliro	7-01-72	19,688	345	20,672	345
B. Jansen	9-01-73	19,688	345	20,672	345
R. Peschel	4-01-68	19,688	541	20,672	541
A. Coliskey	9-14-70	19,688	345	20,672	345
M. Danysh	9-16-73	19,688	345	20,672	345
P. Jones	4-01-72	19,688	345	20,672	345
F. Gada, Jr.	9-15-71	19,688	345	20,672	345
K. Petrone	4-01-73	19,688	345	20,672	345
A. Diana, Jr.	3-16-73	19,688	345	20,672	345
T. Przybylski	7-16-76	19,688	295	20,672	295
L. Rodriguez	9-20-74	19,688	345	20,672	345
B. Van Horn	10-10-76	19,688	295	20,672	295
L. Vestal	4-16-79	17,588	264	18,467	264
K. Bird	5-14-79	17,588	264	18,467	264
J. Thompson	5-15-81	15,488		16,262	
H. Runyon	6-01-82	14,123		14,829	
M. De Rosa	6-01-82	14,123		14,829	

SCHEDULE A

<u>I. D. BUREAU</u>	<u>D.O.E.</u>	<u>1/1/84</u> <u>SALARY</u>	<u>1984</u> <u>LONG</u>	<u>7/1/84</u> <u>SALARY</u>	<u>1984</u> <u>LONG</u>
<u>SHERIFFS OFFICERS</u>					
D. Potts	7-01-73	19,688	345	20,672	345
R. Spiecker	5-15-81	15,488		16,262	
<u>I. D. OFFICERS</u>					
<u>THIRD CLASS</u>					
G. Heller	6-01-73	19,688	345	20,672	345
<u>FIFTH CLASS</u>					
J. Dowling	12-03-81	14,123		14,829	
L. Mc Connell	6-01-84	13,650		14,333	

SCHEDULE A

<u>JAIL</u>	<u>D.O.E.</u>	<u>1/1/84</u> <u>SALARY</u>	<u>1984</u> <u>LONG</u>	<u>7/1/84</u> <u>SALARY</u>	<u>1984</u> <u>LONG</u>
<u>CAPTAIN</u>					
J. Di Giampaolo	10-05-66	24,413	671	25,634	671
<u>LIEUTENANTS</u>					
L. Haynie, Sr.	3-02-66	22,313	614	23,429	614
M. Hundley	3-16-63	22,313	670	23,429	670
H. Stolz	9-23-68	22,313	614	23,429	614
W. Kenney	3-16-68	22,313	614	23,429	614
C. Mraz	1-16-69	22,313	391	23,429	391
<u>SERGEANTS</u>					
J. Niko	4-26-76	20,738	311	21,775	311
T. Mc Kenna	4-01-77	20,738	311	21,775	311
A. Mc Intosh	9-01-78	20,738	311	21,775	311
J. Quinn, Jr.	12-16-80	20,738		21,775	
P. Clancey	9-01-80	20,738		21,775	
E. Rosebrock	5-15-81	20,738		21,775	
<u>CORRECTION OFFICERS</u>					
R. Fonte	1-01-81	15,488		16,262	
S. Vance	5-16-81	15,488		16,262	
D. Doman	1-16-81	15,488		16,262	
F. Woodson	1-16-81	15,488		16,262	
A. Harabin	5-15-81	15,488		16,262	
R. Kingsland	10-01-81	14,123		14,829	
R. Jones	10-16-81	14,123		14,829	
K. Carragno	9-01-82	14,123		14,829	
J. Thomas, Jr.	3-16-83	14,123		14,829	
P. Donlan	4-16-82	14,123		14,829	
J. Lukac, Jr.	11-02-81	14,123		14,829	
A. Sproch	10-01-83	14,123		14,829	
C. Krom	10-25-82	14,123		14,829	
W. Popkivich	9-26-83	14,123		14,829	
R. Mc Carthy	6-01-82	14,123		14,829	
G. Hoats	9-26-83	14,123		14,829	
J. Prudente	8-15-83	14,123		14,829	
D. Scheller	5-16-82	14,123		14,829	
A. D'Angelo	10-16-81	14,123		14,829	
G. Pearson	7-15-81	14,123		14,829	
J. Minerd	4-01-84	13,650		14,333	
E. Rahn	4-01-84	13,650		14,333	
W. Decker	5-01-84	13,650		14,333	

SCHEDULE B

<u>SHERIFF' OFFICERS</u>	<u>D.O.E.</u>	<u>1/1/85</u> <u>SALARY</u>	<u>1985</u> <u>LONG</u>	<u>7/1/85</u> <u>SALARY</u>	<u>1985</u> <u>LONG</u>
<u>LIEUTENANT</u>					
E. Perone	4-16-71	24,600	431	25,830	431
<u>SERGEANTS</u>					
N. Gagnon	2-16-69	22,864	629	24,007	629
P. Donovan	11-17-65	22,864	629	24,007	629
<u>OFFICERS</u>					
T. Twardowski	11-17-65	21,706	597	22,791	597
E. Harabin	7-09-65	21,706	597	22,791	597
E. Reese	1-22-68	21,706	597	22,791	597
K. Lessing	6-01-69	21,706	597	22,791	597
S. Balliro	7-01-72	21,706	380	22,791	380
B. Jansen	9-01-73	21,706	380	22,791	380
R. Peschel	4-01-68	21,706	597	22,791	597
A. Coliskey	9-14-70	21,706	380	22,791	380
M. Danysh	9-16-73	21,706	380	22,791	380
P. Jones	4-01-72	21,706	380	22,791	380
F. Gada, Jr.	9-15-71	21,706	380	22,791	380
R. Petrone	4-01-73	21,706	380	22,791	380
A. Diana, Jr.	3-16-73	21,706	380	22,791	380
T. Przybylski	7-16-76	21,706	326	22,791	326
L. Rodriguez	9-20-74	21,706	380	22,791	380
B. Van Horn	10-10-76	21,706	326	22,791	326
L. Vestal	4-16-79	19,390	290	20,360	290
K. Bird	5-14-79	19,390	290	20,360	290
J. Thompson	5-15-81	17,075		17,929	
H. Runyon	6-01-82	15,571		16,350	
M. De Rosa	6-01-82	15,571		16,350	

SCHEDULE B

<u>I. D. BUREAU</u>	<u>D.O.E.</u>	<u>1/1/85</u> <u>SALARY</u>	<u>1985</u> <u>LONG</u>	<u>7/1/85</u> <u>SALARY</u>	<u>1985</u> <u>LONG</u>
<u>SHERIFFS OFFICERS</u>					
D. Potts	7-01-73	21,706	380	22,791	380
R. Spiecker	5-15-81	17,075		17,929	
<u>I. D. OFFICERS</u>					
<u>THIRD CLASS</u>					
G. Heller	6-01-73	21,706	380	22,791	380
<u>FIFTH CLASS</u>					
J. Dowling	12-03-81	15,571		16,350	
L. Mc Connell	6-01-84	15,050		15,803	

SCHEDULE B

<u>JAIL</u>	<u>D.O.E.</u>	<u>1/1/85</u> <u>SALARY</u>	<u>1985</u> <u>LONG</u>	<u>7/1/85</u> <u>SALARY</u>	<u>1985</u> <u>LONG</u>
<u>CAPTAIN</u>					
J. Di Ciampaolo	10-05-66	26,916	740	28,262	740
<u>LIEUTENANTS</u>					
L. Haynie, Sr.	3-02-66	24,600	677	25,830	677
M. Hundley	3-16-63	24,600	738	25,830	738
H. Stolz	9-23-68	24,600	677	25,830	677
W. Kenney	3-16-68	24,600	677	25,830	677
C. Mraz	1-16-69	24,600	677	25,830	677
<u>SERGEANTS</u>					
J. Niko	4-26-76	22,864	343	24,007	343
T. Mc Kenna	4-01-77	22,864	343	24,007	343
A. Mc Intosh	9-01-78	22,864	343	24,007	343
J. Quinn, Jr.	12-16-80	22,864	343	24,007	343
P. Clancey	9-01-80	22,864	343	24,007	343
E. Rosebrock	5-15-81	22,864		24,007	
<u>CORRECTION OFFICERS</u>					
R. Fonte	1-01-81	17,075		17,929	
S. Vance	5-16-81	17,075		17,929	
D. Donan	1-16-81	17,075		17,929	
F. Woodson	1-16-81	17,075		17,929	
A. Harabin	5-15-81	17,075		17,929	
R. Kingsland	10-01-81	15,571		16,350	
R. Jones	10-16-81	15,571		16,350	
K. Carfagno	9-01-82	15,571		16,350	
J. Thomas, Jr.	3-16-83	15,571		16,350	
P. Donlan	4-16-82	15,571		16,350	
J. Lukac, Jr.	11-02-81	15,571		16,350	
A. Sproch	10-01-83	15,571		16,350	
C. Krom	10-25-82	15,571		16,350	
W. Popkivich	9-26-83	15,571		16,350	
R. Mc Garthy	6-01-82	15,571		16,350	
G. Hoats	9-26-83	15,571		16,350	
J. Prudente	8-15-83	15,571		16,350	
D. Scheller	5-16-82	15,571		16,350	
A. D'Angelo	10-16-81	15,571		16,350	
G. Pearson	7-15-81	15,571		16,350	
J. Minerd	4-01-84	15,050		15,803	
E. Rahn	4-01-84	15,050		15,803	
W. Decker	5-01-84	15,050		15,803	

[Handwritten initials and signatures]