

AGREEMENT

Between

THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

THE COMMUNICATION WORKERS OF AMERICA, AFL-CIO AND
COUNTY OF SOMERSET 911 COMMUNICATIONS CENTER

January 1, 2016 - December 31, 2019

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PREAMBLE

This Agreement is entered into this _____ day of _____, 2017 by and between The Board of Chosen Freeholders of the County of Somerset, herein after referred to as the "Employer" and the Communication Workers of America, AFL-CIO and County of Somerset 911 Communications Center, hereinafter referred to as the "Union."

This Agreement has as its intent and purpose to assure sound and economic relations between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

Article 1
Effective Date of Agreement

- 1.1. This Agreement shall be in full force and effect from January 1, 2016 through and including December 31, 2019 and shall continue from year to year thereafter unless written notice of desire to modify the Agreement is served by either party upon the other at least 60 days prior to the date of expiration.
- 1.2. Regulatory policies initiated by the Employer during the term of this Agreement directly effecting the Union, which may conflict with the provisions of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

Article 2
Recognition of the Union

- 2.1. The Employer recognizes the Union as the sole and exclusive representative for the collective negotiations unit which includes all full time and regularly employed part-time public safety dispatchers employed by the Somerset County Board of Chosen Freeholders.
- 2.2. The County shall enter into negotiations with the Union on those matters that are mandatorily negotiable. If a dispute arises as to the negotiability of such matters, then the procedures outlined within the grievance procedure of this Agreement shall be utilized to resolve such disputes.
- 2.3. The Employer agrees not to enter into any separate agreements with any bargaining unit member with reference to hours, pay or any other conditions of employment applicable to the bargaining unit.

Article 3
Management Rights

- 3.1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality of the following rights:
- A. The executive management and administrative control of the County, its properties, facilities and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the County.
 - B. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures issued.
 - C. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and the Union.
 - D. To set rates of pay for temporary or seasonal employees.
 - E. To suspend, demote or take any other appropriate disciplinary actions against any employee for just cause according to law.
 - F. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
- 3.2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the County, the adoption of policies, rules, regulations, and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms

hereof in conformance with the Constitutions and laws of New Jersey and of the United States.

- 3.3. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under any national, state, county or local laws or regulations. Management rights shall be subject to the provisions of the collective negotiations agreement as determined to be mandatorily negotiable by law.

Article 4
Exclusion From The Bargaining Unit

- 4.1. Managerial executives, confidential employees and supervisors within the meaning of the Public Employee Relations Act, police and employees represented by other bargaining units and all other employees shall be excluded from this bargaining unit.
- 4.2. If the Employer adds new or amended titles to the unit and such titles are clearly not managerial, supervisory or confidential, the Employer agrees that within thirty days, it shall: (1) notify the union in writing; (2) give a copy of any job description for the new or amended title to the Union; (3) advise the Union of the proposed hours of work, pay and other terms and conditions of employment established for the title; and (4) if requested by the Union, the Employer shall within thirty days after notification to the Union as provided above, schedule a meeting with the Union to review whether or not the new or amended title(s) should be included in the bargaining unit and to negotiate any disputes regarding mandatory topics for negotiations which may exist concerning, among other things, appropriated pay rates.
- 4.3. It is agreed and understood by the parties that "new or amended titles" as provided herein above does not include new hires.

Article 5
Dues Deduction

- 5.1. Upon receipt of a lawfully executed authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of said employee from his/her paycheck. This deduction shall be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. This authorization may be revoked twice per year during the term of this Agreement by providing written notification of revocation to the Employer in January and/or July. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the Union, c/o Secretary/Treasurer, Communication Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, D.C. 20001-2797 by the tenth day after the deductions are made or as soon as practicable in the month following the calendar month in which such deductions were made.
- 5.2. The Employer agrees to furnish the local Union on a quarterly basis the names of newly hired employees, their classifications of work, their rates of pay, their dates of hire and the names of terminated employees in the bargaining unit.
- 5.3. Upon receipt of a written authorization from an employee, the Employer shall deduct from the wages due said employees such sum as designated by the employee to CWA, COPE ("Committee on Political Education") and the Employer shall remit the sum so deducted to the Union.
- 5.4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article.

Article 6
Probationary Employees

- 6.1. Each newly hired employee or employee transferring into the bargaining units shall serve a probationary period of at least ninety (90) actual work days up to a maximum of 12 months. The probationary employee may be discharged by the Employer for any reason and the probationary employee shall have no recourse against the Employer for such discharge under the terms of this Agreement.
- 6.2. The Employer may request an extension of the 12 month maximum probationary period with respect to any probationary employee for an additional forty-five (45) days with the approval of the Union, and the Union agrees not to unreasonably withhold approval.
- 6.3. Upon completion of the period described in this Article, seniority shall be counted from the date of hire in the unit. At the end of the probationary period, the employee will, in the sole discretion of the Employer, be moved up to the next grade or discharged if the Employer determines, in its sole discretion, that the employee will not be able to perform the duties of his/her job in a satisfactory manner.

Article 7
Discipline

- 7.1. The Employer shall administer discipline in a consistent manner that provides for the equal treatment of all employees. No employee shall be disciplined without just cause. In the event that an employee acts in violation of applicable County standards, conduct, rules or regulations, or any local, state, or federal law, a Division Head or Department Head shall take appropriate disciplinary action. When possible, such action shall be accomplished through constructive recommendation or verbal admonishment. However, when an employee does not respond to verbal correction, or verbal correction is, in the opinion of the Division Head or Department Head, not appropriate, it shall be necessary for the Department Head or Division Head to take a more serious and impressive form of action against the employee. Such action shall take the form of an official written reprimand where possible, suspension without pay where warranted, and termination where necessary. The personnel records of an employee who is terminated as a result of any type of disciplinary action shall indicate that the termination was for cause and not in good standing.
- 7.2. If the Employer imposes discipline (as defined in County policy), written notice containing the nature of the discipline shall be given to the employee and the Union Local President within seven (7) calendar days of the disciplinary action.
- 7.3. The time for filing a disciplinary grievance will not begin to run until the notice of discipline is transmitted to the Union Local President.
- 7.4. Any disciplinary action to be imposed shall be determined within thirty (30) calendar days from the date of the event giving rise to such disciplinary action or the Employer's knowledge thereof, whichever is later.
- 7.5. After an employee has completed his or her probationary period, disciplinary action shall be appealable through the grievance procedure including binding arbitration.

Article 8
Grievance Procedure

- 8.1. The parties agree to adhere to the grievance procedures as provided in County policy. That policy is incorporated by reference herein.
- 8.2. As provided in County policy, the time limit specified below shall be complied with unless the parties involved mutually agree to extend them. Failure of an employee to act within the specified time limits shall constitute an abandonment of the grievance. Failure of the Supervisor or the Director of Public Health and Safety or the Assistant to the County Administrator to act within the specified time limit shall constitute legitimate grounds upon which an employee may proceed to the next step in the grievance procedure.

Steps of the Grievance Procedure

Step 1: The aggrieved employee or employees must present the grievance in writing to the Dispatch Supervisor of the 911 Communications Center through the shop steward within fourteen (14) working days after the aggrieved party knew or reasonably should have known that an event giving rise to the grievance or the reason for the grievance has occurred. The grievance must be submitted in writing, on forms provided by the Union, and shall state the cause of the grievance, the provision of this Agreement violated, and the remedy requested. All grievances must be signed and dated by the aggrieved party. If a satisfactory settlement is not reached with the Dispatch Supervisor within three (3) working days, the grievance may be appealed to Step 2. Such appeal must be made within five (5) working days of the date on which the grievance is answered, is due or is submitted, whichever date occurs first.

Step 2: At Step 2, the grievance shall be presented in writing to the Director of the Public Health and Safety. The Dispatch Supervisor's decision shall then be reviewed by the Director of Public Health and Safety who shall respond in writing within five (5) working days. If the Director of Public Health and Safety fails to respond or if a satisfactory settlement is not reached in that time, the Public Health and Safety Director's decision may be appealed to the Assistant to the County Administrator at Step 3. Such appeal must be made within five (5) working days of the date on which the grievance Step 2 answer is due or is submitted, whichever date occurs first.

Step 3: At Step 3, the grievance shall be presented in writing to the Assistant to the County Administrator. The Assistant to the County Administrator shall call a meeting no later than fourteen (14) days from the receipt of the grievance to review the evidence with the grievant, a representative of the Union and the shop steward. The written decision on the grievance must be made within ten (10) days of the meeting. Such answer shall be considered as satisfactory and the grievance considered settled unless the Union gives the Employer written notice of its intent to arbitrate within thirty (30) days of the close of the meeting in accordance with the arbitration provisions hereinafter set forth.

Step 4: If no satisfactory settlement has been reached within the time limits, the matter shall be referred to an arbitrator selected as provided herein.

- A. Within ten (10) working days after receipt by the Employer of the Union's notice of intent to arbitrate, the Union shall request the Public Employment Relations Commission to submit a panel of eleven (11) arbitrators from which the Employer and the Union will attempt to mutually select an acceptable arbitrator. Both the Union and the Employer shall have the right to request two (2) additional panels of eleven (11) arbitrators, provided that if the parties are unable to mutually select an arbitrator after the exercise or waiver of these rights, the Public Employment Relations Commission shall appoint an arbitrator as provided for under the rules as determined by the Public Employment Relations Commission.
- B. Only grievances which involve an alleged violation of express provisions of this Agreement and which otherwise are both mandatorily negotiable and also subject to contractual arbitration under the provisions of applicable New Jersey law may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this Agreement.
- C. 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.

8.3. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of any grievance at any step or to terminate any employee grievance at any step shall be final as to the interests of the grievant.

Article 9
Access to Personnel Records

- 9.1. The parties agree to incorporate by reference herein the County policy regarding personnel records.
- 9.2. As per County policy, Human Resources shall maintain separate personnel and medical records for each employee of the County. Personnel records shall include, but not be limited to, the individual's application for employment, dates of appointment and title changes, salaries, notices, accommodation or disciplinary action and performance appraisals.
- 9.3. Medical records shall include medical documentation, records of leaves of any kind taken or accumulated and worker's compensation claims. Upon request to Human Resources and the scheduling of an appointment, an employee shall be able to inspect and review his/her own personnel and medical records and have copies made as per the fee schedule in the County personnel policy.

Article 10
Union Rights

- 10.1. The Union shall designate three (3) employees as Union stewards, and one (1) employee as the alternate steward. No more than two (2) stewards will be released for Union Business at the same time. One (1) of the Union stewards, or in their absence, the alternate steward, shall be given reasonable time off from his/her regular duties to investigate, discuss and attend grievances provided that the designated Union stewards or alternate obtains permission from the Director of Public Health and Safety or designee. Permission shall not be unreasonably denied. Under no circumstances shall the Union steward or alternate be discriminated against because of their permission.
- 10.2. The Union shall provide to the Employer the names of those employees designated as the Union steward and alternate and notify the Employer of any changes to those designations as they occur.
- (i) Visitation - The Employer agrees that Union representatives (the steward, alternate or other Union representative) of the unit shall have the right to visit those areas on the premises that are considered common spaces and open to the public during normal business hours.
- (ii) Leave - A maximum of seventy-two (72) hours of paid leave shall be granted during a calendar year for attendance at Union meetings by the Union steward or alternate. Prior to being granted leave, the steward or alternate must provide his or her immediate supervisor with at least one week notice of any such meeting.
- (iii) Bulletin Boards - The Employer shall provide the Union with reasonable access to its bulletin boards located at the work site.
- (iv) Labor Management Meetings – The Union and Employer agree to establish a Labor/Management Committee designed to promote a harmonious relationship and resolve problems in an expeditious manner.
- 10.3. The Committee shall be comprised of two (2) rank and file members and a Local staff representative and up to three (3) management representatives. It is the right of the respective parties to select representatives of their own choosing.

10.4. Meetings shall commence on a quarterly basis, however, if there is no agenda pending, the parties may mutually waive convening the Committee.

Article 11
Salaries

- 11.1. Retroactive to January 1, 2017, all titles represented by the Union will no longer be classified under the HAY system.
- 11.2. All unit employees shall receive two percent (2.0%) added to base salary retroactive to January 1, 2016.
- 11.2.1. Beginning January 1, 2017 and effective retroactively to that date, a Salary Guide Step Progression shall be implemented. The Salary Guide Step Progression is attached hereto as Appendix B. While this contract is in effect Salary Guide Step Progression shall be automatic on January 1 of each year for employees hired between January 1 and June 30th of the preceding year, and on July 1 for employees hired between July 1 and December 31 of the preceding year. For purposes of future step movements, the employee's step anniversary date shall be either January 1 or July 1 based on their date of hire.
- 11.2.2. Probationary employees will step immediately upon successful completion of their probationary period. For purposes of future step movements, the employee's step anniversary date shall be the date their probationary period concluded. After which point, and while this contract is in effect, salary guide step progression shall be automatic on January 1 of each year for employees with a step anniversary date between January 1 and June 30th of the preceding year, and on July 1 for employees with a step anniversary date between July 1 and December 31st of the preceding year.
- 11.2.3. Employees moving onto the Salary Guide Step Progression will no longer receive a yearly clothing maintenance allowance as defined in Article 12 of the Agreement.
- 11.2.4. Those unit employees whose base salaries are currently over the maximum salary of the Salary Guide Step Progression shall receive wage increases to base salary as follows effective January 1 of each of the following years and retroactive to that date:

- 2017 – The greater of either 1.5% or the County Compensation Policy.
 - 2018 – The greater of either 1.5% or the County Compensation Policy.
 - 2019 – The greater of either 1.5% or the County Compensation Policy.
- 11.3. Employees who receive an unsatisfactory evaluation shall not receive a raise. No employee shall receive an unsatisfactory evaluation without a corrective action plan having been implemented prior to the performance evaluation.
- 11.4. Any employee promoted to the position of Dispatcher I/Trainer will receive a one-time salary increase of four percent (4%) at the time of promotion. This agreement allows for a minimum of six (6) Dispatcher I/Trainer positions and is voluntary. If the county chooses to increase the number of Dispatcher I/Trainer positions, then that number of positions will become the new minimum from that point forward.

Article 12
Uniforms

12.1. The Employer shall provide each employee with the necessary set of uniforms.

Said uniforms shall consist of:

- Five (5) long sleeve shirts
- Five (5) short sleeve shirts
- Five (5) pairs of pants
- One (1) job Shirt
- One (1) belt

12.2. The employee shall be responsible for the cleaning and maintenance of the aforesaid uniforms. In addition each employee shall be entitled to an annual shoe allowance of one hundred and twenty dollars (\$120) payable on or about February 1 of each year.

12.3. All Employees placed on the Salary Guide Step Progression attached hereto as Appendix B and all new employees will no longer receive a cleaning and maintenance allowance. Employees not placed onto the Salary Guide Step Progression will receive a cleaning and maintenance allowance of eight hundred and fifty (\$850) dollars. The eight hundred and fifty (\$850) shall be paid in two installments of four hundred and twenty-five (\$425) on or about February 1 and July 1 of each year. All Employees will continue to receive an annual shoe allowance.

12.4. Probationary employees are not entitled to uniforms or a uniform allowance until the probationary period has ended. After successful completion of the probationary period, the employee shall be sent for a uniform fitting within thirty (30) calendar days. The uniform will be supplied within a reasonable time period after the fitting. Uniform allowances will be paid on a prorated basis after successful completion of the probationary period.

Article 13
Health Benefits

- 13.1. The County will continue to cover employees in the County Health Benefits Program. Effective January 1, 2016, employees will follow the 2016 Health Policy attached as Appendix C of this agreement. It is understood that any increases applied to County employees will also be applied to employees of this unit.
- 13.2. Employees hired up to and including April 7, 2011 will receive life time health medical benefits at time of retirement subject to all provisions as outlined in Division of Human Resources Policies and Procedures Manual, Health Benefits Program, section 4, paragraph b.

Article 14
Mutual Aid

14.1. All employees rendering aid to another community or county shall be covered under all terms and conditions of this Agreement.

Article 15
Vacations

- 15.1. 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.
- 15.2. Vacation pay shall be based on an employee's forty (40) hours straight time pay period.

YEARS OF SERVICE	HOURS
After completion of year in which hired but less than 5 years on July 1	84
More than 5 years, but less than 10 years	101
More than 10 years, but less than 15 years on July 1	126
More than 15 years, but less than 20 years on July 1	152
More than 20 years, but less than 25 years on July 1	168
More than 25 years on July 1	210

- 15.3. Vacation may be scheduled throughout the calendar year subject to the operational needs of the department. Preference for selection shall be awarded to employees in the order of greatest total employment seniority in the bargaining unit, provided the vacation request is submitted prior to November 1 for the upcoming year. Any vacation requests received after these dates will be granted on a first come, first serve basis, irrespective of seniority. The Employer will provide an employee with a written approval or disapproval of the employee's vacation request within ten (10) days after receipt of the vacation request, irrespective of when the request is received. In scheduling vacations requested

after November 1, requests for vacation in the amount of one week or more will be given priority over requests for vacation of less than one week.

- 15.4. If a shift change occurs for an employee, and vacation time has already been approved prior to the change in shift, the employee's schedule will be adjusted to conform with the approved vacation request.
- 15.5. The parties agree to adhere to and incorporate herein by reference the accumulation and carry over of vacation provision and payment for accumulated vacation provision of County policy.

Article 16
Direct Deposit

16.1. All new hires hired as of the effective date of this Agreement shall be required to have direct deposit.

Article 17
Personal Time

- 17.1. Employees covered by this Agreement shall be entitled to thirty-six (36) hours of paid personal leave of absence in each calendar year. Personal leave days must be used for (a) emergencies, (b) observation of religious or other celebrations, but not holidays as defined herein, or (c) personal business. Employees will be permitted to use personal leave on days immediately before or after a holiday as defined herein.
- 17.2. Requests for personal leave days shall be submitted to the Division Head. Except in the case of emergencies, an employee shall request personal leave at least two (2) days in advance. In the case of emergencies, an employee shall request personal leave prior to the employee's scheduled work shift. The Division Head approves requests for personal leave. Approval of a request shall not be unreasonably denied, provided coverage of the employee's shift can be obtained.
- 17.3. Employees shall not be required to state any reason in using personal days of absence. Probationary employees will be eligible to use personal time after their first ninety (90) days of employment.

Article 18
Holidays

18.1. Holidays will be celebrated and based on the days listed below:

New Year's Day	General Election Day
Martin Luther King's Birthday	Veteran's Day
Columbus Day	Thanksgiving
Washington's Birthday	Friday After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	
Labor Day	

18.2. An employee who is scheduled to, and works on a holiday, as defined by the Somerset County Holiday Schedule, will be compensated at their regular rate of pay for the first eight (8) hours worked. Any hours worked beyond eight (8) hours will be compensated at the rate of one and a half times (1.5) the employee's regular rate.

Employees not previously scheduled to work the holiday who are called in to work as per the overtime seniority list, shall be paid at their straight time rate plus time and a half for all hours worked (double time and a half).

18.3. For the Communications Center employees, the holiday shall begin at 7:00 a.m. on the day of the actual holiday and end at 7:00 a.m. the following day. Employees working the shifts that begin on the holiday shall receive holiday pay.

Article 19
Sick Leave

- 19.1. All employees within this unit will follow the Division of Human Resources Policies and procedures manual (Appendix A) in its entirety except for the following:
- 19.1.1. Sick time called in or scheduled prior to the start of an employee's shift must be utilized in blocks of at least 2 hours.
- 19.2. All employees within this unit will receive one-hundred and one (101) hours of sick leave per calendar year to be posted on January 1 of each year. Implementation of the one-hundred and one (101) hours will begin as of January 1, 2012.
- 19.3. The following will replace all of "Section 5" of the County Sick Leave Policy,

Section 5 - Payment for Accumulated Sick Leave

- Section 5-A Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2011. This is referred to as the "2010 Sick Bank".
- Section 5-B When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2010 Sick Bank, payable at their 2010 rate of pay. If, after computing one-third of an employee's accumulation of unused 2010 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.
- Section 5-C An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2010 Sick Bank, regardless of his/her number of years of service with the County.
- Section 5-D When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2010 Sick Bank, payable at their 2010 rate of pay, regardless of the number of years of service the employee had with the County.

Extended Sick Leave:

19.4. If an employee becomes sick or disabled, the employee may be eligible for the extended sick leave program: One-half pay per week for a maximum of twenty-six weeks in any calendar year for a continuing illness or disability. The program becomes effective after the employee has used up all of his/her accumulated sick days.

Article 20
Bereavement Leave

- 20.1. 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.
- 20.2. Employees shall receive 24 hours of bereavement leave up to a maximum of 40 hours per incident for as long as the employees work twelve hour shifts.

Article 21
Educational Reimbursement

21.1. The parties agree to adhere to and incorporate herein by reference the educational reimbursement provisions of County policy.

Article 22
Layoffs and Recall

22.1. In the event of a layoff, the Employer shall meet with the Union to discuss the terms and conditions of the layoff. Procedures for layoffs shall be per County policy.

Article 23
Promotions

23.1. The Employer may at its sole discretion promote from within the unit.

Article 24
Shift Changes

- 24.1. A temporary shift change shall be defined as any shift change of twenty-eight (28) days or less in duration. A permanent shift change shall be defined as any shift change of more than twenty-eight (28) days in duration.
- 24.2. Temporary shift changes shall occur in inverse order of seniority. Permanent shift changes shall be first offered on a voluntary basis. If no employees volunteer for a permanent shift change, management will assign an employee to a shift per the needs of the operation according to inverse order of seniority.
- 24.3. An employee shall receive at least forty-eight (48) hours notice prior to a temporary shift change. A permanent shift change shall require at least two (2) weeks notice to the employee.
- 24.4. Management may institute a temporary shift change with less than forty-eight (48) hours notice based on either an emergency (for example, snow storms) or to resolve a personal conflict between employees.

Article 25
In-Service Training

25.1. The County will provide two (2) work related in-service trainings annually. The Union agrees to provide suggestions for work related training.

Article 26
County E-Mail and Network Access

26.1. The County will provide the employees with access to County e-mail and the County Network.

Article 27
No Discrimination

27.1. The Employer and the Union agree that they shall not discriminate against any employee or applicant for work because of race, sex, creed, nationality, political beliefs or membership in the Union. Moreover, the Employer shall not discriminate against the Union in any way.

Article 28
Shift Differential

28.1. Employees who work between the hours of 7:00p.m. and 7:00a.m. will receive an additional forty cents (.40) per hour.

A. Effective upon ratification of this agreement by both parties, employees who work the 7:00 p.m. to 7:00 a.m. shift will receive an additional sixty-five cents (.65) per hour.

B. Effective January 1, 2018, employees who work the 7:00 p.m. to 7:00 a.m. shift will receive an additional seventy-five cents (.75) per hour.

Article 29
Compensatory Time

- 29.1. On each January 1 employees shall have the choice of receiving premium pay for all overtime hours worked or may accumulate and use compensatory time off in lieu of cash payment for up to a maximum of thirty-six (36) overtime hours while receiving premium pay for all remaining overtime hours. This equates to twenty-four (24) hours of time worked, banked at the rate of one and one half (1 ½). Compensatory time shall be accumulated annually at the overtime rate and may not be carried over into the next calendar year.
- 29.2. An eligible and authorized employee who elects to receive compensatory time in lieu of overtime pay must advise the timekeeper at the time the overtime is worked. Any accumulated compensatory time not scheduled prior to November 30 of each year shall be converted to a cash payment and paid in the last paycheck of the calendar year. During the month of December, any employee working overtime shall receive a cash payment for overtime hours.
- 29.3. Compensatory time shall be scheduled with the prior approval of the Scheduling Supervisor or his/her designee at least 3 days in advance. Consent shall not be unreasonably withheld, but management shall have the right to deny the scheduling request at its discretion, particularly in cases where it would create additional overtime for another employee.

Article 30
Overtime Coverage

- 30.1. Bargaining Unit Employees shall have the opportunity to sign up for scheduled and unscheduled overtime shifts for Dispatchers I and Dispatcher 1/Trainer only. Overtime will be offered to Dispatchers I and Dispatcher 1/Trainer based on their seniority within the 911 Communications Unit, prior to the overtime being offered to non-bargaining unit employees.
- 30.2. Scheduled overtime shift(s) that will occur more than one (1) week
Once the overtime has been posted for five (5) calendar days, non-bargaining unit employees shall be given the opportunity to sign up for the shift(s). Non-bargaining unit employees shall not have the right to bump bargaining unit employees who have signed up for overtime shift(s).
- 30.3. Scheduled overtime shift(s) that occur less than one week
Once the overtime has been posted for twenty-four (24) hours, non bargaining unit employees shall be given the opportunity to sign up for the shift(s). Non-bargaining unit employees shall not have the right to bump bargaining unit employees who have signed up for overtime shift(s).
- 30.4. Unscheduled Overtime
Bargaining Unit Employees will be notified of overtime opportunities via telephone call and text message. A fifteen (15) minute response time must expire after all bargaining unit employees have been notified before the release or assignment of overtime to non-bargaining unit employees.
- 30.5. All other Somerset County Communications Policies & Procedures shall remain in effect regarding the assignment of overtime shifts.

Article 31
Temporary Assignments

- 31.1. Any individual appointed to an acting position of Dispatcher In Charge shall be compensated for 15 minutes for every one additional hour paid at their overtime rate for the shift.
- 31.2. The acting position of Dispatcher In Charge shall be selected by highest seniority and management discretion.

Article 32
Freeholder Action Days

32.1. If the county is closed due to a Freeholder Action day being declared, any time worked will be compensated at the rate of one and a half times (1.5) the employee's regular rate for all hours worked.

Article 33
Termination

THIS AGREEMENT is entered into this 31st day of January, 2017

by and between:

THE COMMUNICATIONS WORKERS
AMERICA, AFL-CIO

THE SOMERSET COUNTY OF
BOARD OF CHOSEN
FREEHOLDERS

By: Lawrence L. Wade

By: Patricia Seymour

Date: 2/7/18

Date: 3/19/18

By: Michelle D. Vignier

Date: 2-7-18

attest
Kathryn Quick

Kathryn Quick
Somerset County Deputy Clerk
Board of Chosen Freeholders

By: Paul J. Borsari
CWA Representative

Date: 2/2/18

By: A

Date: 2/18/18

By: Kim Dreyfus

Date: 2/18/18

SOMERSET COUNTY Sick Leave



Chapter #: V		Chapter Title: Time and Leave	# of Pages: 4
Date Created:		Approved by: Board of Chosen Freeholders	
Date Reviewed: June 2017			
Date Revised: June 2017			
Resolution Number: 17-643		Resolution Date: August 22, 2017	

Policy Section 1. General

From time to time employees, their dependents, spouse, domestic partner, civil union partner or parents suffer illnesses or injuries which compel their absence from work. To encourage these employees to take proper care of themselves and their families, to discourage coming to work with illnesses which could be complicated or which could be contagious and to meet their obligations for dependent, spousal or parental care, a system of paid Sick Leave hours for these short term disabilities has been established. Sick Leave hours may be used only for personal illness, injury, licensed healthcare provider appointments or pregnancy or for dependent, spouse, domestic partner, civil union partner or parental illness. For purposes of this policy, dependents shall be limited to children, grandchildren, current sons-in-law, current daughters-in-law, or step or half relations of a similar nature. Casual employees shall not be entitled to Sick Leave.

- A. For the purpose of this policy, the accrual period will be considered to be the calendar year.
- B. An employee who uses Sick Leave for a period of five (5) consecutive working days or longer for themselves, dependents, spouse, domestic partner, civil union partner or parents shall be required to produce a written statement from their licensed healthcare provider advising of the estimated duration of the illness or injury.
 1. For their own illness or non-work related injury, an employee will be required to produce periodic written statements from his/her licensed healthcare provider advising of the nature, extent, and estimated duration of the illness, injury or pregnancy. Since any such licensed healthcare provider's statement may contain protected health information (PHI), it should be forwarded to the Human Resources division where it will be placed in the employee's medical file, thereby ensuring the employee's privacy is maintained.
 2. For an employee's dependents, spouse, domestic partner, civil union partner or parents, an employee will be required to produce periodic written statements from the licensed healthcare provider advising of the estimated duration of the illness, injury, or pregnancy. The licensed healthcare provider's statement should be forwarded to the Human Resources division where it will be placed in the employee's medical file, thereby ensuring the employee's privacy is maintained.

3. Human Resources will review licensed healthcare provider's statements and inform divisions if they are acceptable. An employee on Sick Leave for a period of five consecutive working days or longer may be, at any time, required to undergo a physical examination by a County-designated licensed healthcare provider. The cost of any such exam shall be paid by the County. Employees may be required to submit a Statement of Fitness from their licensed healthcare provider in order to return to work. If there is a discrepancy in medical opinion, the employee may be offered to participate in the County's Interactive Process
- C. An employee using Sick Leave for a period of less than five (5) consecutive working days shall not normally be required to produce a licensed healthcare provider's statement, unless, in the judgment of the Division Head, there is a question of unauthorized usage.
- D. From time to time department and/or division work rules may be put in place that modify the above requirements to address the utilization of sick time in specific cases as it affects the department and/or division workload.
- E. Employees who take no Sick Leave and who attain perfect attendance for a calendar year shall be granted their birthday as a day off in the following year. This day is to be taken on a mutually agreed upon date on or as close to the birthday as possible.

Section 2. Accrual of Sick Leave

Regular full-time employees hired on or after January 1, 2017, are credited with Sick Leave hours at the beginning of each subsequent calendar year in accordance with the following schedule.

WEEKLY WORK HRS.	30	35	37.5	40
Sick Leave Hours	72	84	90	96

Upon completion of their first calendar year, regular full-time employees hired before January 1, 2017 are credited with Sick Leave hours at the beginning of each subsequent calendar year in accordance with the following schedule.

WEEKLY WORK HRS.	20	21	25	28	30	35	37.5	40
Sick Leave Hours	48	51	60	68	72	84	90	96

Section 3. Sick Leave Accrual During Remainder of First Calendar Year of Service

- A. Regular full-time employees hired after January 1, 2017 shall earn Sick Leave up to 8 hours for each full month of service during the remainder of the calendar year in which hired in accordance with the following chart.

WEEKLY WORK HRS.	30	35	37.5	40
Monthly Earning of Sick Leave In Remaining Calendar Year	6	7	7.5	8

- B. For the purpose of this policy, all employees hired on or before the 15th of a given month shall earn Sick Leave time at the end of said month.
- C. During the remainder of the calendar year in which employed, employees may use Sick Leave hours only as earned. Any additional absences shall be charged to Leave without Pay.

Section 4. Accumulation of Sick Leave

Effective January 1, 2008, full-time employees may accumulate unused Sick Leave hours from year to year.

Section 5. Payment for Accumulated Sick Leave

- A. Payment for accumulated Sick Leave applies only to sick time accumulated prior to January 1, 2008. This is referred to as the "2007 Sick Bank."
- B. When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused Sick Leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay. If, after computing one-third of an employee's accumulation of unused 2007 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.
- C. An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused Sick Leave hours in their 2007 Sick Bank, regardless of his/her number of years of service with the County.
- D. When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused Sick Leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay, regardless of the number of years of service the employee had with the County.

Procedure Section 1. Notification of Sick Leave Use

- A. An employee must notify his/her Division Head no later than the start of their regularly scheduled work day if they or a family member are ill and find it necessary to use Sick Leave hours. It shall also be the responsibility of the employee to notify the Division Head daily if the illness or disability continues for longer than one day.
- B. In cases of planned disabilities such as surgery or pregnancy, it shall be the employee's responsibility to notify the Division Head of the planned absence and to submit a licensed healthcare provider's certification to Human Resources with a prognosis, dates of anticipated duration of the disability and an expected return to

work date and a request of the type(s) of leave to be used to cover the disability. To ensure an employee's privacy is maintained, procedures outlined in Section 1C of the policy will be followed.

Section 2. Licensed Healthcare Provider's Statement

In an instance when an employee shall be using Sick Leave for a period of five consecutive working days or longer, the employee must notify the Division Head and submit a written statement from the licensed healthcare provider to Human Resources for review and placement in the employee's medical file. In other instances when the licensed healthcare provider submits statements, such statements shall also be forwarded to Human Resources for placement in the employee's medical file. To ensure an employee's privacy is maintained, procedures outlined in Section 1C of the policy will be followed. Written statements shall consist of a diagnosis and prognosis of the illness, injury or pregnancy; extent and estimated duration of same. A statement of fitness to return to work shall also be required for any employee illness of five or more consecutive working days.

Section 3. Physical Examinations

If an employee is required to undergo a physical examination by a County-designated licensed healthcare provider, the appointment shall be arranged through Human Resources and the employee shall be notified by that office. Any such exam shall be paid by the County.

Section 4. Recording Sick Leave Use

- A. Each Division shall ensure that employees' use of Sick Leave is recorded in accordance with the Division's timekeeping procedures.
- B. The Division of Human Resources shall maintain a computerized record of leave balances on each employee for each year and monitor the timekeeper's record of any Sick Leave that the employee has taken.
- C. Human Resources shall notify the Division Heads of employees with perfect attendance who are eligible to take their birthdays off. This time shall be counted as time worked in the calculation for overtime.

Related Policies

Personal Leave
Extended Sick Leave
Donated Leave Program
Worker's Compensation and Injury Leave
Leave of Absence Without Pay
Family and Medical Leave
Attendance Batch Instructions

Appendix B

2017 Somerset County Dispatcher Salary Guide

These salary guides are for all regular, full-time, members of the bargaining unit represented by CWA 1040 in the titles of Dispatcher II, Dispatcher I and Dispatcher I/Trainer.

Dispatcher			
	2017	2018	2019
Step 1	\$42,600	\$43,239	\$43,888
Step 2	\$46,000	\$46,690	\$47,390
Step 3	\$49,000	\$49,735	\$50,481
Step 4	\$52,000	\$52,780	\$53,572
Step 5	\$55,000	\$55,825	\$56,662

Dispatcher/Trainer			
	2017	2018	2019
Step 1	\$47,840	\$48,558	\$49,286
Step 2	\$50,960	\$51,724	\$52,500
Step 3	\$54,080	\$54,891	\$55,715
Step 4	\$57,200	\$58,058	\$58,929

- In 2018, salaries on the guide will be increased by either the greater of 1.5% of the County Compensation Policy.
- In 2019, salaries on the guide will be increased by either the greater of 1.5% of the County Compensation Policy.
- The salaries listed above are for illustrative purposes only, and use an increase of 1.5% to demonstrate potential increases.

Appendix C

2017 HEALTH BENEFITS POLICY

Healthcare Contribution Policy:

Employees receiving medical and/or dental benefits shall continue to contribute to health insurance benefits in accordance with P.L. 2010 c.2 and P.L. 2011 c.78.

- Medical service co-pays:
\$20.00 per visit

- Pharmacy co-pays:
\$35.00 for brand name prescriptions
\$15.00 for generic prescriptions

- ER co-pay visits which do not result in admission are \$100.00.