

**AGREEMENT**

**BETWEEN**

**THE SOMERSET COUNTY  
BOARD OF CHOSEN FREEHOLDERS**

**AND**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO &  
COUNTY OF SOMERSET 911 COMMUNICATIONS CENTER**



**JANUARY 1, 2013 – DECEMBER 31, 2015**

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**PREAMBLE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 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 3**  
**Management Rights**

- 3.1. All the powers, rights, prerogatives, duties, responsibilities and authority that the Employer had prior to the signing of this Agreement are retained by the Employer, except those that are specifically modified and only to the extent that they are modified by this Agreement and not contrary to public policy nor any law of the State of New Jersey.

**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 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

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 American Arbitration Association to submit a panel of eleven (11) arbitrators from which the Employer and the Union will attempt to mutually select an acceptable

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 two employees as Union stewards, and one employee as the alternate steward. One 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 position.

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.

- b. Twenty two (22) hours of pay, previously paid out in December as "Holiday Pay", will be rolled into each employee's base salary, at their January 1, 2015 hourly pay rate.
- 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**  
**Uniform Shoe and Uniform Maintenance Allowance**

- 12.1. The Employer shall provide each employee with the necessary set of uniforms. Said uniforms shall consist of:
  - A. Five (5) long sleeve shirts
  - B. Five (5) short sleeve shirts
  - C. Five (5) pairs of pants
  - D. One (1) engraved name tag
  - E. One (1) sweater.
- 12.2. The employee shall be responsible for the cleaning and maintenance of said uniforms and shall receive for this purpose the sum of eight hundred and fifty dollars (\$850) from the Employer. In addition, each employee shall be entitled to an annual shoe allowance of one hundred and twenty (\$120). The combined nine hundred and seventy (\$970) shall be paid in two installments of four hundred and eighty five (\$485) on or about February 1 and July 1 of each year.
- 12.3. 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



**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

**ARTICLE 18**  
**Holidays**

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

|                               |                           |
|-------------------------------|---------------------------|
| New Year's Day                |                           |
| Martin Luther King's Birthday | General Election Day      |
| Columbus Day                  | Veteran's Day             |
| Washington's Birthday         | Thanksgiving              |
| Good Friday                   | Friday After Thanksgiving |
| Memorial Day                  | Christmas Eve             |
| Independence Day              | Christmas 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 and Extended 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.

**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**  
**Education Benefits**

- 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 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. Effective with the payroll period following full ratification by the Somerset County Board of Chosen Freeholders, employees who work the 7:00 p.m. to 7:00 a.m. shift will receive an additional forty cents (40¢) per hour.

**ARTICLE 29**  
**Compensatory Time**

- 29.1. Effective with the payroll period following full ratification by the Somerset County Board of Chosen Freeholders, and on each January 1 thereafter, 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

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 with one additional hour paid at their overtime rate for the shift, provided they have acted in the position of Dispatcher In Charge for at least 4 hours on that shift.

31.2. The acting position of Dispatcher In Charge shall be automatic by highest seniority. If the senior dispatcher opts out of acting as Dispatcher In Charge, the senior dispatcher will be subject to discipline.

**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 treated and paid as holiday pay (see Article 18.2).

## APPENDIX B

| Name                   | 2013 Compression Adjustment |
|------------------------|-----------------------------|
| DEGUTIS, KENNETH       | 238                         |
| MASENIOR, HOLLY        | 288                         |
| JAMES, KEITH           | 313                         |
| BAKER, ERIC J.         | 335                         |
| WALUKIEWICZ, ANGELA K. | 335                         |
| HUDOCK, CAROLYN        | 364                         |
| MANN, TAMILLEE         | 394                         |
| PAULI, BRIAN           | 423                         |
| SALOPEK, ARPAD         | 456                         |
| CHRISTIANSEN, KRISTEN  | 456                         |
| KERESTES, JASON        | 481                         |
| PELLECHIO, BARBARA     | 481                         |
| PERFETTE, NICHOLAS     | 481                         |
| LEIBOLD-JANNONE, AMBER | 506                         |

## Sick Leave

- F. Pregnancy is a disability which may require the employee to be absent from the job because of incapacitation. Sick Leave shall be used to cover absences due to incapacitation caused by pregnancy, childbirth and confinement. Any additional time off after the delivery and recuperation period shall be in the form of available vacation hours or Leave of Absence Without Pay as Family and Medical Leave.
- G. Sick leave is not intended to cover routine medical appointments. Employees may use Personal Leave for such appointments.
- H. 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.

### Section 2. Accrual of Sick Leave Days

- A. At the beginning of each calendar year, each full-time and part-time employee shall be credited with sick leave hours in accordance to the schedule below.

| WEEKLY WORK HRS. | 20 | 21 | 25 | 28 | 30 | 35 | 37 ½ | 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. Full-time or part-time employees 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 to the following chart.

| WEEKLY WORK HOURS  | 20 | 21 | 25 | 28 | 30 | 35 | 37 ½ | 40 |
|--|----|----|----|----|----|----|------|----|
| Monthly Earning of Sick Leave in Remaining Calendar Year | 4  | 7  | 5  | 7  | 6  | 7  | 7 ½  | 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.

## Sick Leave

outlined in Section 1C of the policy will be followed.

### Section 2. Physician's Statement

In an instance where an employee shall be using sick leave hours for a period of five consecutive working days or longer, the employee must notify the Division Head and submit a written statement from the physician to the Benefits Specialist for review and placement in the employee's medical file. In other instances when the physician submits statements, such statement 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 physician, 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 day all timekeepers shall record any employee using sick day leave on the County's automated timekeeping system.
- B. Each pay period all Division/Department Heads shall approve all daily sick leave timekeeping transactions as noted in Section 3A of the procedures by submitting their automated timekeeping records to Payroll.
- C. The Division of Human Resources shall maintain a computerized record of leave balances on each employee for each year via the automated timekeeping system, and shall monitor any sick leave time that the employee has taken with the timekeeper. At the end of each calendar year, the number of sick leave hours not used the previous year will appear as the "Beginning Balance" on the following year's computerized attendance record which can be seen on the timekeepers computer screen. A record of all Sick Leave used by employees shall be maintained on the County automated timekeeping system.
- D. Upon completion of the updated computerized records Human Resources shall notify the Division Heads of employees with perfect attendance of their eligibility to take their birthdays off. This time shall be counted as time worked in the calculation for overtime.



