

AGREEMENT

Between

THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

COUNTY OF SOMERSET 911 DISPATCH SUPERVISORS

January 1, 2009 - December 31, 2011

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PREAMBLE

This Agreement is entered into this 18th day of August, 2009 by and between The Board of Chosen Freeholders of the County of Somerset, herein after referred to as the "Employer" and the County of Somerset 911 Dispatch Supervisors, 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, 2009 through and including December 31, 2011 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 public safety Dispatch Supervisors 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** 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 and confidential employees 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 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 or 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
Probationary Employees

- 5.1** **Newly Hired Employees/Non-Dispatcher Transfers**
- A. Each newly hired employee or employee transferring into the bargaining unit who has not completed a probationary period as a Dispatcher in the Telecommunications Division shall serve a probationary period of at least ninety (90) actual work days up to a maximum of twelve (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 Grievance Procedure of this Agreement.

- B. The Employer may request an extension of the twelve (12) month maximum probationary period for an additional forty-five (45) days with the approval of the Union, and the Union agrees not to unreasonably withhold approval.
- C. Upon successful completion of the probationary period, County seniority shall be credited from the date of hire

5.2 Dispatcher Transfers

- A. A Dispatcher in the Telecommunications Division who has successfully completed a probationary period and who is subsequently promoted into the bargaining unit shall serve a probationary period of at least ninety (90) actual working days up to a maximum of six (6) months.
- B. If he/she fails the probationary period, but is not discharged for cause, the County may return him/her to his/her former position. Should the County do so, it shall be without loss of County seniority.
- C. All benefit time from his/her Dispatcher title shall be carried forth in the supervisory position.

ARTICLE 6
Discipline

- 6.1** 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.

- 6.2** 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 shop steward within seven (7) calendar days of the disciplinary action.
- 6.3** The time for filing a disciplinary grievance will not begin to run until the notice of discipline is transmitted to the Union shop steward.
- 6.4** Any disciplinary action to be imposed shall be determined within fifteen (15) calendar days from the date of the event giving rise to such disciplinary action or the Employer's knowledge thereof, whichever is later.
- 6.5** After an employee has completed his or her probationary period, disciplinary action shall be appealable through the grievance procedure including binding arbitration.

ARTICLE 7 **Grievance Procedure**

- 7.1** The parties agree to adhere to the grievance procedures as provided in County policy. That policy is incorporated by reference herein.
- 7.2** 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 Division Head of the 911 Communications Center, the Department Head or the Director of Public Works or designee 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 Division Head 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 Division Head 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 Office of Emergency Management. The Division Head's decision shall then be reviewed by the Director of the Office of Emergency Management who shall respond in writing within five (5) working days. If the Director of the Office of Emergency Management fails to respond or if a satisfactory settlement is not reached in that time, the Director of the Office of Emergency Management's decision may be appealed to the Director of Public Works or designee 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 Director of Public Works or designee. The Director of Public Works, or the person assigned by the Director, 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 New Jersey State Board of Mediation 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 New Jersey State Board of Mediation shall appoint an arbitrator as provided for under the rules of the New Jersey State Board of Mediation then existing.
- 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.
- D. 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 8

Access to Personnel Records

- 8.1** The parties agree to incorporate by reference herein the County policy regarding personnel records.
- 8.2** 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.

8.3 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 9 **Union Rights**

9.1 The Union shall designate one employee as the Union Shop steward, and one employee as the alternate Steward. The Union steward, or in his/her 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 steward or alternate obtains permission from the Office of Emergency Management Director or his designee. Permission shall not be unreasonably denied. Under no circumstances shall the Union steward or alternate be discriminated against because of their position.

9.2 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.

a) **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.

b) **Leave** - A maximum of 40 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.

- c) **Bulletin Boards** - The Employer shall provide the Union with reasonable access to its bulletin boards located at the work site.
- d) **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.

9.3 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.

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

ARTICLE 10 **Salaries**

10.1 The Employer and the Union agree that all employees covered by this Agreement shall remain in the Hay system. Effective January 1, 2009, all active employees within the unit will receive a retroactive salary adjustment of three percent (3%). To be eligible for this increase each employee must be on the payroll system as of the date of ratification by the Somerset County Board of Chosen Freeholders. Employees who terminate before this date will not receive the increase.

10.2 Effective January 1, 2010 and again on January 1, 2011, all employees within the unit will receive salary increases as defined under the County-wide Hay system, provided that the employee received an evaluation rating other than “unsatisfactory”.

10.3 Only employees on the payroll as of the date of ratification by the Somerset County Board of Chosen Freeholders will be eligible for the following increase in exchange for Supervising Training Responsibilities:

- A. January 1, 2010 two percent (2%) added to base
- B. January 1, 2011 two percent (2%) added to base

10.4 Any employee that is hired, transferred, or promoted after the date of ratification by the Somerset County Board of Chosen Freeholders will be not be eligible for this increase.

ARTICLE 11
Uniform Shoe and Uniform Maintenance Allowance

11.1 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) engraved name tag
One (1) sweater
One (1) Belt

11.2 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 dollars (\$120). The combined nine hundred and seventy dollars (\$970) shall be paid in two installments of four hundred and eighty five dollars (\$485) on or about February 1 and July 1 of each year.

11.3 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 (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 12
Health Benefits

12.1 The County will continue to cover all employees in the County Health Benefit Program. Notwithstanding anything else in the agreement to the contrary, should the County change in any respect the health and dental benefits provided to other County employees and their corresponding employee contributions, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement without prior negotiations.

ARTICLE 13
Mutual Aid

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

ARTICLE 14
Vacations

14.1 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.

14.2 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 on July 1	101
More than 10 years, but less than 15 years on July 1	126
More than 15 years, but less	152

than 20 years on July 1	
More than 20 years, but less than 25 years on July 1	168
More than 25 years on July 1	210

14.3 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 vacations falling between January 1 and December 31. The employer will provide the employee with a written approval or disapproval within ten (10) days of the November 1 deadline. Any vacation requests received after November 1 will be granted on a first come, first serve basis, irrespective of seniority. The employer will provide the employee with a written approval or disapproval of the employee's vacation request with ten (10) days after receipt of the vacation request. In scheduling vacation requested after the allotted date, requests for vacation in the amount of one week or more will be given priority over requests for vacation of less than one week.

14.4 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.

14.5 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 15
Direct Deposit

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

ARTICLE 16
Personal Time

- 16.1** 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.
- 16.2** 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.
- 16.3** Employees shall not be required to state any reason in using personal days of absence.

ARTICLE 17
Holidays

- 17.1** Employees shall be granted the equivalent of eight (8) hours pay for each holiday as listed in the Division of Human Resources Policy and Procedures manual.
- 17.2** All language affirmed in the Division of Human Resources Policy and Procedures manual (Holidays) will be in full force except for the following:
- A.** All employees shall be granted the equivalent of 8 hours pay for that year's holidays that occurred during the course of their employment with Somerset County, regardless of whether they worked on those days, paid in the first week of December. This holiday pay will be paid at the employee's straight rate of pay.
- B.** Hours worked on a holiday are paid at different rates, depending on whether the employee has been previously scheduled to work. If the employee has been previously scheduled, then all hours worked up to eight will be paid at the employee's straight rate, plus all hours worked over eight will be paid at the employee's overtime rate. If the employee has not been previously scheduled to work, then all hours worked

will be paid at the employee's straight rate, plus all hours worked up to eight will be paid at the employee's overtime rate, plus all hours worked over eight will be paid at the employee's triple-time rate.

C. 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 18 **Sick Leave**

18-1 All employees within this unit will follow the Division of Human Resources Policies and procedures manual (Sick Leave) in its entirety except for the following:

18-2 All employees within this unit will receive one-hundred and one (101) hours of sick leave per calendar year and posted on January 1 of each year.

18-3 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, 2010. This is referred to as the "2009 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 2009 Sick Bank, payable at their 2009 rate of pay. If, after computing one-third of an employee's accumulation of unused 2009 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 2009 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 2009 Sick Bank, payable at their 2009 rate of pay, regardless of the number of years of service the employee had with the County.

ARTICLE 19
Bereavement Leave

- 19.1** 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.
- 19.2** 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 20
Education Benefits

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

ARTICLE 21
Layoffs and Recall

- 21.1** 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 22
Vacancies

22.2 The Employer will first post any available vacancies internally prior to conducting outside recruitment.

ARTICLE 23
In-Service Training

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

ARTICLE 24
County E-mail and Network Access

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

ARTICLE 25
No Discrimination

25.1 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 26
Shift Differential

26.1 Effective January 1, 2006, employees who work the 7:00 p.m. to 7:00 a.m. shift will receive an additional twenty five cents (.25) per hour.

ARTICLE 27
Termination

27.1 This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2011 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this agreement as approved Memorandum of Agreement approved by the Somerset County Board of Chosen Freeholders on August 18, 2009, to be effective as of January 1, 2009.

For the Union

By: Fred Zaetz
Fred Zaetz

Date: 1/20/2010

County Counsel

By: [Signature]

Date: 2/5/10

Union Committee

By: [Signature]
Dave Frauenheim

Director of Freeholders

By: [Signature]

attest
Kathryn Givens
deputy clerk
2/9/10