

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, 2010 - December 31, 2012

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 Effective Date of Agreement	2
ARTICLE 2 Recognition of the Union	2
ARTICLE 3 Management Rights	2
ARTICLE 4 Exclusion from the Bargaining Unit	3
ARTICLE 5 Dues Deduction	3
ARTICLE 6 Probationary Employees	4
ARTICLE 7 Discipline	5
ARTICLE 8 Grievance Procedure	6
ARTICLE 9 Access to Personnel Records	8
ARTICLE 10 Union Rights	8
ARTICLE 11 Salaries	10
ARTICLE 12 Uniform Shoe and Uniform Maintenance Allowance ...	10
ARTICLE 13 Health Benefits	11
ARTICLE 14 Mutual Aid	11
ARTICLE 15 Vacations	12
ARTICLE 16 Direct Deposit	13
ARTICLE 17 Personal Time	13
ARTICLE 18 Holidays	14
ARTICLE 19 Sick and Extended Sick Leave	15
ARTICLE 20 Bereavement Leave	16
ARTICLE 21 Education Benefits	16
ARTICLE 22 Layoffs and Recall	16
ARTICLE 23 Promotions	16
ARTICLE 24 Shift Changes	16
ARTICLE 25 In-Service Training	17
ARTICLE 26 County E-mail and Network Access	17
ARTICLE 27 No Discrimination	17
ARTICLE 28 Shift Differential	17
ARTICLE 29 Compensation Time	18
ARTICLE 30 Overtime Coverage	18
ARTICLE 31 Termination	20
APPENDIX A	

PREAMBLE

This Agreement is entered into this 14 day of June, 2011 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, 2010 through and including December 31, 2012 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 affecting 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 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.

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 unit 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 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 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 American Arbitration Association shall appoint an arbitrator as provided for under the rules of the American Arbitration Association 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.

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 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.

(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 The Employer and the Union agree that all employees covered by this Agreement shall remain in the Hay system.

11.2 Unit employees on the County payroll as of the date of ratification by the Somerset County Board of Chosen Freeholders will receive the following wage increase.

- A. Effective January 1, 2010, zero percent (0%) increase
- B. Effective January 1, 2011 pursuant to the 2011 County Compensation Policy, employees shall receive the following increases added to base salary:
 - a. For salaries from \$0 - \$39,999 – two percent (2%)
 - b. For salaries from \$40,000 - \$59,999 – one and one-half percent (1.5%)
- C. Effective January 1, 2012 County Compensation Policy, with a guarantee of a least a one and one-half percent 1 1/2 %

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 Effective January 1, 2007 a new title of Dispatcher/Trainer I will exist. Any employee subsequently promoted to the position of Dispatcher/Trainer I will receive a one-time salary increase of four percent (4%) at the time of promotion. This agreement allows for a maximum of six (6) Dispatcher/Trainer I positions and is voluntary. (Note: effective January 1, 2007 the titles of Dispatcher I and Dispatcher II will be reversed).

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 (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 those employees in the County Health Benefits 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 corresponding employee contributions and Co-Pays, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.

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.

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.

No personal time shall be taken during the first ninety (90) days of employment.

ARTICLE 18
Holidays

18.1 All employees shall be granted the equivalent of eight (8) hours pay for each of the following holidays:

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

18.2 All employees shall be granted the equivalent of 8 hours pay for holidays regardless of whether they work on those days (paid at the end of the year). An employee who works on the above mentioned holidays will be compensated at that employee's regular rate for that date. Employees who work in excess of 8 hours on any of the above mentioned holidays shall be given the equivalent amount of holiday pay for those hours worked in excess of 8. For example, an employee who works 9 hours on a holiday shall receive 9 hours holiday pay. An employee who works 10 hours on a holiday shall receive 10 hours holiday pay, and so on. Employees not previously scheduled to work the holiday who are called in to work as per the overtime seniority list, shall be paid time and one-half for the hours they work on the holiday. In such situations the equivalent hours in holiday pay shall be paid at regular rates.

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:

19-2 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
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 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 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 thirty cents (30¢) 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 twenty-four (24) overtime hours while receiving premium pay for all remaining overtime hours. This equates to sixteen (16) 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.

29.2 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
TERMINATION

THIS AGREEMENT is entered into this 14 day of June, 2011

by and between:

THE COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO

THE SOMERSET COUNTY BOARD
OF CHOSEN FREEHOLDERS

By: Donald L. Klein Date 5/11/11
Donald L. Klein
Local 1040 Executive VP

By: Marion Johnson Date 5/12/11
Marion Johnson
Attorney for the County

By: Robert Johnson
Director of Board of Chosen
Freeholders

Union Committee

[Signature]

[Signature]

[Signature]

Victor S. Walker, CWA National Rep.

*attest
Notary Public
depute clerk*

Sick Leave

Policy

Section 1. General

- A. 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, and to discourage coming to work with illnesses which could be complicated or which could be contagious to their fellow employees, 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 or pregnancy or for dependent, spouse, domestic partner, civil union partner or parental illness. For purposes of this policy, dependents include sons, daughters, step or half relation of a similar nature, son-in-law, daughter-in-law, or grandchild. Temporary employees shall not be entitled to sick leave days.
- B. For the purpose of this policy, the accrual period will be considered to be the calendar year.
- C. An employee who uses sick leave for a period of five 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 physician advising of the nature and extent of the illness or injury. Such an employee may also be required to produce periodic written statements from his/her physician advising of the nature, extent, and estimated duration of the illness, injury or pregnancy for themselves, dependents, spouse, domestic partner, civil union partner or parents. Since any such physician's statement is defined under HIPAA privacy regulations as 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. Human Resources will review physician'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 physician. The cost of any such exam shall be paid by the County. Employees shall submit a Statement of Fitness from their physician in order to return to work.
- D. An employee using sick leave for a period of less than five working days shall not normally be required to produce a doctor's statement, unless, in the judgment of the Division Head, there is a question of authorized usage.
- E. An employee using sick leave for a period of less than five working days and has used all earned sick leave shall be charged with Leave Without Pay.

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

Section 4. Accumulation of Sick Leave

- A. Effective January 1, 2008, full-time employees may accumulate unused sick leave hours from year to year.
- B. Employees may also participate in the donated leave program by donating hours each calendar year to the bank.

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 these employees to notify their 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 submit to the Benefits Specialist a doctor's certificate 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

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.

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