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AGREEMENT

Between

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

and

**THE FRATERNAL ORDER OF POLICE, LODGE #89
SUPERIOR OFFICERS, SHERIFF'S DEPARTMENT**

January 1, 1995 through December 31, 1997

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AGREEMENT

THIS AGREEMENT made for the period of January 1, 1995 through December 31, 1997.

BETWEEN

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter sometimes called the "County".

AND

THE FRATERNAL ORDER OF POLICE, LODGE #89, Superior Officers, Sheriffs Department, hereinafter referred to as F.O.P. Superior Officers.

ARTICLE I

RECOGNITION

The County recognizes the F.O.P. as the sole and exclusive representative for purposes of collective bargaining; of a unit composed of all Superior Officers in the Sheriff's Department. This unit does not include Sheriff's Officers, Correction Officers, members of the Identification Bureau, nor does it include the Sheriff or any deputy Sheriff.

ARTICLE II

SALARIES

2.1. Effective January 1, 1995, the annual base salary for each member of the bargaining unit as of December 31, 1994 will be increased by four percent (4%). Individual salaries will be as set forth on Schedule A.

2.2. Effective January 1, 1996, the annual base salary for each member of the bargaining unit as of December 31, 1995 will be increased by three and one-half percent (3.50%). Individual salaries will be as set forth on Schedule A.

2.3. Effective January 1, 1997, the annual base salary for each member of the bargaining unit as of December 31, 1996 will be increased by three percent (3%). Individual salaries will be as set forth on Schedule A.,

2.4. In the event the negotiations with the Sheriff's Officers F.O.P. #39 results in increases to the Sheriff's Officers in excess of 4.00%, 3.50% or 3.00% for the years 1995, 1996 or 1997, respectively, so that the spread between the base rate of the highest paid Sheriff's Officer and the lowest paid Superior Officer is less than 10 percent in any one year, then such rates for all Superior Officers will be increased for said year so as to continue the minimum 10 percent spread between the base rate of the highest paid Sheriff's Officer and the lowest paid Superior Officer.

2.5. Effective January 1, 1995, each Superior officer will be required to carry pagers as directed by the Sheriff. The parties agree that each Superior Officer will be compensated for carrying such pager by receiving an annual stipend of Two Thousand Two Hundred and Fifty Dollars (\$2,250.00) payable in two equal payments on July 1 and December 1.

2.6. The Parties agree that the positions of Captain and above are not eligible for regular overtime compensation. In order to reflect the difference in position of responsibility,

salaries for the positions of Chief and Captain will be adjusted on a one-time basis to be carried forward so that the differential between ranks will be as follows:

- (a) Between highest paid Lieutenant and Captain
- 15%;
- (b) Between highest paid Captain and Chief -
20%.

ARTICLE III

LONGEVITY

3.1. Effective January 1, 1995 those individuals employed in the unit who have five (5) or more full years of completed service shall receive longevity pay, in accordance with the schedules set forth herein, which payment shall be based upon the rate of the individual in effect on January 1 of the year in which such individual becomes eligible for the longevity pay. Such payment shall be made on and after the effective date of eligibility for such payment, and shall be paid together with and in the same manner as the regular salary payments. Nothing shall be construed to permit the pyramiding of such payment, nor shall such payment be based upon any other factor than the wage rate, exclusive of payments on account of fringes or other extra compensation.

The longevity schedule is as follows:

Employee Who Shall have Completed:

At Least:	But Not More Than:	Longevity Percentage To Be Applied To Wage Rate:
5 years	9 years	1.50
10 years	15 years	1.75
16 years	20 years	2.75
21 years	25 years	3.00
26 years	Over 26 years	3.75

3.2. Effective January 1, 1995 any employee promoted to a higher rank (e.g., sergeant to lieutenant) shall receive an increase in his base rate of one thousand dollars (\$1,000.00) or to the minimum rate of the rank promoted to, whichever is greater.

3.3. Any individual appointed to an acting position of higher rank or assigned by the Sheriff, or his designee, to perform the duties of a position of higher rank, for a period longer than five (5) days, shall be compensated for such work at the minimum rate of the rank being filled, it being understood that such compensation shall commence immediately for those appointed to an acting position, and on the sixth (6th) day for those assigned to such position.

ARTICLE IV

OVERTIME

4.1. For Sergeants and Lieutenants only, time and one-half payment shall be made for all overtime hours worked above 40 hours in any one scheduled workweek, or similar work period. The

computation of such overtime shall be based upon the employee's hourly rate in effect at the time that the overtime is performed.

4.2. All paid time off shall be counted for purposes of computing the hours worked in any one scheduled workweek or similar work period, in determining eligibility for overtime pay.

4.3. For purposes of this agreement, the workweek is defined as follows: Commencing at 12:01 a.m. Sunday and terminating 12:00 midnight Saturday of each week.

ARTICLE V

MINIMUM CALL-IN-TIME

5.1. Any individual reporting on special call to work outside his regularly scheduled working hours will be paid four (4) hours' pay at his regular base rate, or the actual time worked at the applicable rate, whichever is greater, even though the time spent to complete the job for which he was called in was less than four (4) hours. This policy shall not apply when an individual is called in early to a regularly scheduled shift and works continuously from time of reporting until the beginning of his regularly scheduled shift, providing he has been informed the previously day of such call-in.

ARTICLE VI

SAVINGS CLAUSE

6.1. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or by any

court of competent jurisdiction, such decision shall not invalidate the entire Agreement. It is the ~~express~~ ^{9T 520} intent of the parties hereto that all other provisions ~~not~~ declared invalid shall remain in full force and effect.

6.2. There shall be no diminution in benefits of any type whatsoever during the term of this Agreement, provided such benefits were in effect and applicable to members of the bargaining unit on and after January 1, 1995. The County shall pay the cost of any increase required to maintain such benefits at their present level.

ARTICLE VII

HOLIDAYS

7.1. All individuals employed in the unit shall be granted the following holidays with pay:

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

7.2. In the event that the County shall declare a holiday or other time off with pay for all other County employees, then the individuals of the unit shall receive like treatment. An

employee who shall be scheduled for, and shall actually work during such period of time, shall receive time and one-half pay for the applicable period of time, shall receive time and one-half pay for the applicable period covered by the declaration of the County.

ARTICLE VIII

VACATION

8.1. For the purposes hereof, the vacation accrual period will be considered the calendar year.

8.2. Vacation hours are accrued on a graduated basis, depending on the length of service. During the first year of employment, an employee is allowed eight (8) hours per month, up to 80 hours; however those employed after July 1 do not receive vacation for the first year. Thereafter, the vacation accrual is as follows:

<u>Years of Service</u>	<u>Hours of Vacation</u>
1-5 years	80
6-10 years	96
11-15 years	120
15-20 years	144
21-25 years	160
26+	200

8.3. Up to eighty (80) hours of vacation may be carried over to a subsequent year, with permission of the Sheriff.

ARTICLE IX

SICK LEAVE

9.1. New employees shall earn 8 sick leave hours for each full month of service during the remainder of the calendar year employed.

9.2. At the beginning of each subsequent calendar year, employees shall be credited with 120 sick leave hours.

9.3. Employees may accumulate sick leave hours to a maximum of 1440 hours. Any sick leave hours in excess of 1440 hours will be converted to vacation hours at the end of each calendar year on the basis of eight (8) vacation hours for each twenty four (24) sick hours.

9.4. Should an employee die, resign in good standing or be terminated through no fault of his/her own after 10 years of service or more, the employee shall receive payment for one-third (1/3) of his/her accumulated, unused sick leave hours. Payment shall also be received for one-twelfth (1/12) of the sick leave hours credited at the beginning of the terminating year for each full month worked during that time, provided the time had not already been used.

An employee resigning not in good standing or terminated as a result of disciplinary action shall not receive payment for accumulated sick leave hours.

9.5. Upon retirement, an employee shall receive payment for one-half of any accumulated and unused sick leave hours carried over from the previous calendar year, regardless of length of

service. Further, an employee shall receive payment for one-twelfth (1/12) of the sick leave hours credited at the beginning of the retiring year for each full month, provided said hours have not been used.

ARTICLE X

EXTENDED SICK LEAVE

10.1. In the event an employee's illness, disability or incapacitation caused by pregnancy, childbirth or confinement continues and employee exhausts accumulated sick leave hours, extended sick leave benefits may be available for a maximum period of 26 weeks at a rate of 50% of his/her base salary. The 26 week period may extend into the next calendar year, however, no more than 26 weeks in any one calendar year may be awarded.

10.2. Eligibility for extended sick leave benefits shall be as set forth in the County Personnel Policy.

ARTICLE XI

OTHER LEAVES

11.1. Bereavement. Employees may be granted up to 40 hours of bereavement leave, with pay, for the death and funeral of an immediate family member. Immediate family member means a mother, father, mother-in-law, father-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister or step or half relative of a similar nature. In the event

of the death of another relative or in-law, an employee may request a vacation or personal day(s).

11.2. Leave of Absence Without Pay. In the event of extraordinary personal reasons a leave of absence without pay may be granted to an employee for a period of up to 90 calendar days. Approval or disapproval shall be based on (a) whether the employee can be spared at that time, (b) the reason for the leave, (c) employee work record and (d) length of service. No more than one leave without pay shall be approved in any 24 month period.

11.3. Military Leave. An employee who is a member of an organized reserve of the Armed Forces of the United States is entitled to a military leave of absence, with pay, for field training.

11.4. Jury Duty. Employees summoned for jury duty shall be given time off and receive full pay in addition to remuneration received from the Courts.

ARTICLE XII

HEALTH/LIFE BENEFITS

12.1. Health/Dental Benefits. 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, said changes shall also be made to the health and dental benefits provided to the employees covered by this Agreement without prior negotiations.

12.2. Retirement Benefit. Enrollment is automatic in the Police and Fire Retirement System (P&F) following 3 months of full time employment, unless the employee is 35 years of age. New employees hired at 35 years of age will automatically be enrolled in the Public Employee's Retirement System (PERS) following 3 months of full-time employment. Contributions are based on a percentage of salary, determined by age and are shared by the employee and the County.

12.3. Life Insurance. Most employees who are enrolled in PERS or in the P&F are insured for the non-contributory life insurance plan paid for by the County. Participation is mandatory in the contributory plan during the first full year of membership in PERS. Thereafter, the contributory plan becomes optional.

12.4. Deferred Compensation Program. Employees may participate in the County Deferred Compensation Plan in the manner set forth in the County Personnel Policy.

ARTICLE XIII

EDUCATIONAL REIMBURSEMENT

13.1. Employees will be eligible for educational reimbursement in accordance with County policy.

ARTICLE XIV

CLOTHING ALLOWANCE

14.1. The parties hereto agree that the County will provide each employee with the necessary set of uniforms and replace such uniforms as needed. The employee shall be responsible

for the maintenance of said uniform, and shall receive the sum of eight hundred fifty dollars (\$850.00) for the year or the prorated portion thereof for this purpose. These allowances shall be paid in accordance with County procedures.

14.2. Effective January 1, 1995 each uniformed employee shall receive a shoe allowance of Sixty Dollars (\$60.00) twice per year for the purpose of uniform shoes.

ARTICLE XV

PERSONAL DAYS

15.1. Full-Time employees shall be granted twenty-four (24) personal leave hours per year. These hours may be taken in no less than four (4) hour increments.

15.2. Personal days shall be granted to employees without the requirement that the Sheriff, or any other superior, be given the reason or reasons for requesting such a personal day by the employee.

ARTICLE XVI

GRIEVANCE PROCEDURE

16.1. A grievance is hereby defined to be any controversy, complaint, understanding or dispute between the employees and the employer.

16.2. Employees shall have the right to have an F.O.P. representative present during discussion of any grievance with representatives of the employer.

16.3. Any grievance arising between the employer and an employee shall be settled in the following manner:

STEP 1. The aggrieved employee must present his grievance to his direct supervisor within ten (10) days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the direct superior within ten (10) days, the grievance may be appealed to STEP 2. Such appeal must be made within five (5) working days.

STEP 2. Within ten (10) working days the employee and his F.O.P. representative shall take the matter up with the Sheriff. A decision by the Sheriff shall be made within ten (10) working days. If a satisfactory settlement is not reached, an appeal to STEP 3 may be taken. Such appeal must be made within five (5) working days.

STEP 3. If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Public Employment Relations Commission for arbitration. No Employee grievance may be referred to the New Jersey Public Employment Relations Commission without the written approval of F.O.P. Lodge #89.

16.4. The Arbitrator shall be limited to violations of the Agreement, and shall not have the authority to amend or modify this Agreement, or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

16.5. A mutual settlement of the grievance, pursuant to the procedures set forth herein, and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

16.6. The expense of the Arbitrator selected or appointed shall be borne equally by the employer and the F.O.P.

ARTICLE XVII

DISCIPLINE

17.1. No employee shall be disciplined without just cause. Discipline cases, except discharge, shall be arbitrable. Discharge shall be in accordance with the New Jersey statutes.

ARTICLE XVIII

F.O.P. MEMBERSHIP

18.1. The County agrees to deduct from the salaries of its employees, subject to this agreement, dues for the F.O.P. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e). Said monies, together with records of any corrections, shall be transmitted to the F.O.P. treasurer within thirty (30) working days from the payroll period ending date of each payroll period.

18.2. If during the life of this agreement, there shall be any change in the rate of membership dues, the F.O.P. shall furnish to the County written notice thirty (30) days prior to the effective date of such change, and shall furnish new authorizations

from its members, showing the authorized deduction for each employee.

18.3 The F.O.P. will provide the necessary "checkoff authorization" form, and deliver the signed forms to the appropriate County Officer. The F.O.P. shall indemnify, defend and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Employer, in reliance upon salary deduction authorization cards submitted by the F.O.P. to the County.

ARTICLE XIX

VACANCIES IN POSITIONS

19.1. Whenever there is a vacancy in one of the positions covered by this agreement, a notice of the vacancy will be posted by the County and the position will be filled according to principles of seniority, provided the employee is qualified and willing to perform the work.

ARTICLE XX

NOTICE OF SHIFT CHANGE

20.1. Whenever the County, through its authorized agents, seeks to change the shift of any employee covered by this agreement, then, in those cases ~~where~~ ^{97 SEP} the employment on the new shift will be for one week ~~for more~~, the County will give two weeks' notice of the change of shift to the employee.

ARTICLE XXI

SNOW DAYS

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

ARTICLE XXII

REOPENER FOR SHIFTS

22.1. In the event that Sheriff's Superior Officers covered by this agreement are required to work shifts over and above the amount of shift work they are presently required to perform, either party may reopen this agreement to negotiate additional compensation, if any, for said additional shift work.

ARTICLE XXIII

DURATION OF AGREEMENT

23.1. This agreement shall be effective as of January 1, 1995, and shall continue for a period of three (3) years, until December 31, 1997. In the event changes are desired by either party, notice in writing, together with proposed changes, shall be given to the other party at least 120 days prior to any expiration date, and the parties shall thereafter meet for the purpose of negotiating any changes required.

ARTICLE XXIV

F.O.P. RIGHTS

24.1. The County agrees to grant necessary time off, without loss of pay or other benefits, to the members of the F.O.P. selected as delegates to attend any State or National Convention of the Fraternal Order of Police as provided under N.J.S.A. 11A:6-10.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands by authority of their respective bodies, the day and year first above written.

ATTEST:

SOMERSET COUNTY BOARD
OF CHOSEN FREEHOLDERS

Barbara A. Lucas

By: [Signature]
Director

AND

By: [Signature]
Robert H. Lund, Sheriff

FRATERNAL ORDER OF POLICE
LODGE #89 SUPERIOR OFFICER'S,
SHERIFF'S DEPARTMENT

H. Ken Bird

By: [Signature]

Schedule A - Salaries of Sheriff's Superior Officers

NAME	EMPL.	1995			1996			1997		
		BASE	LONG.	TOTAL SALARY	BASE	LONG	TOTAL SALARY	BASE	LONG	TOTAL SALARY
CHIEF										
R. Petrone	4/01/73	\$75,966	\$2,279	\$78,245	\$78,624	\$2,359	\$80,983	\$80,981	\$2,429	\$83,410
CAPTAIN										
L. Vestal	4/16/79	63,305	1,108	64,413	65,520	1,801	67,321	67,485	1,856	69,341
LIEUTENANTS										
E. Reese	1/22/68	55,047	2,064	57,111	56,973	2,136	59,109	58,682	2,200	60,882
K. Bird	5/14/79	55,047	963	56,010	56,973	1,567	58,540	58,682	1,614	60,296
SERGEANTS										
J. Thompson	5/15/81	50,043	876	50,919	51,794	906	52,700	53,347	934	54,281
T. Przybylski	7/16/76	50,043	1,376	51,419	51,794	1,424	53,218	53,347	1,467	54,814
R. Spiecker	5/15/81	\$50,043	\$876	\$50,919	\$51,794	\$906	\$52,700	\$53,347	\$934	\$54,281