

AGREEMENT

Between

**SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS
SOMERSET COUNTY SHERIFF'S DEPARTMENT**

And

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

January 1, 2018 through December 31, 2021

**Ruderman Horn & Esmerado, PC
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AGREEMENT

THIS AGREEMENT made for the period of January 1, 2018 through December 31,
2021.

BETWEEN

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

AND

THE FRATERNAL ORDER OF POLICE, LODGE #89, Superior Officers,
Sheriff's Office, hereinafter referred to as the "F.O.P."

ARTICLE I
RECOGNITION

The County recognizes the FOP/FOP-New Jersey Labor Council (collectively "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 Office. 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, 2018, the annual base salary for each employee in the bargaining unit on December 31, 2017 will be increased by one point seven five percent (1.75%). Individual salaries will be as set forth on Schedule A.

2.2 Effective January 1, 2019, the annual base salary for each employee in the bargaining unit on December 31, 2018 will be increased by one point eight five percent (1.85%). Individual salaries will be as set forth on Schedule A.

2.3 Effective January 1, 2020, the annual base salary for each employee in the bargaining unit on December 31, 2019 will be increased by one point nine percent (1.9%). Individual salaries will be as set forth on Schedule A.

2.4 Effective January 1, 2021, the annual base salary for each employee in the bargaining unit on December 31, 2020 will be increased by one point eight percent (1.8%). Individual salaries will be as set forth on Schedule A.

2.5 In the event the negotiation with Sheriff's Officers F.O.P. #39 result in wage increases so that the spread between the base rate of the highest paid Sheriffs Officer and the lowest paid Superior Officer is less than 10percent in any one year, then the County and F.O.P. Lodge #89 agree to reopen negotiations over wages.

2.6 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 Three Thousand Five Hundred Dollars (\$3,500.00) payable in two equal payments on July 1 and December 1.

2.7 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 position 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:

2.8 Between highest paid Lieutenant and Captain - 15%;

2.9 Between highest paid Captain and Chief- 20%

ARTICLE III

LONGEVITY

3.1 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:

Employees who shall have completed:		Longevity Percentage to <u>be applied to wage rate:</u>
<u>At Least</u>	<u>But not more than</u>	
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		3.75

3.2 Effective January 1, 2005, any employee promoted a higher rank (e.g. Sergeant to Lieutenant) shall receive an increase in his or her 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.

3.4 Officers who are transferred into this unit who do not already have longevity in addition to their base pay will not receive longevity pay as outlined above in Section 3.1.

ARTICLE IV

OVERTIME

4.1.1 Overtime will be offered to Sergeants and Lieutenants in the order of seniority. There shall be a list which is used by the Sheriff's Office designee(s) to fill unit staffing shortages on an overtime basis. The rank of Chief and Captain are not eligible for overtime, unless it is for an off-duty road or an off-duty grant detail.

a. The term "regular overtime" is defined by this collective bargaining agreement as coming in early for his/her regular scheduled shift and/or staying late for his/her regular scheduled shift.

4.1.2 An overtime list shall be circulated within the supervisory unit so that eligible employees may voluntarily sign up for and be contacted regarding overtime work. Eligible employees shall be FOP Lodge 89 bargaining unit employees except those in the ranks of Chief and Captain.

4.1.2.1 Officers holding the ranks of Captain and Chief shall be eligible for overtime only during the hours in which the ban is in place.

4.1.3 The employees on the list shall be rotated and ranked by seniority as defined in seniority list (see section 4.1.10 of this article for definition).

4.1.4 The entire overtime list will be exhausted before any employee is requested to work again, unless the nature of the assignment requires specific skills, knowledge or abilities specific to certain employees on or off the list.

4.1.5 Employees on the list shall be assigned as needed by the Sheriff's Office designee.

4.1.6 The establishment of an overtime list shall not preclude the use of on-duty employees who may be required to work beyond the normal shift as occasions arise. If another overtime detail becomes available, the employee will not be excluded from the overtime list as long as that employee has completed the extended shift.

4.1.7 Employees who take an overtime detail shall not give away the overtime detail. In the event the employee no longer wants and/or cannot perform the detail, it shall be put back on the overtime list to be circulated.

4.1.8 Occasionally employees may be required to stay for mandatory overtime. In order to handle these occurrences, a list will be created to handle mandatory overtime. The mandatory overtime list will rank employees in inverse seniority order. The list will start each year on January 1 each year and end on December 31. When a mandatory overtime event arises, the following procedure will be followed:

- a. The least senior employee on the mandatory overtime list will be selected.
- b. The selected employee's mandatory list to date will be reviewed. If the employee has the least amount of mandatory overtimes to date, the employee will be ordered to stay.
- c. If the selected employee does not meet the conditions above, the process will start from the beginning until an employee meets the criteria.

4.1.9 A separate list will be created on January 1 following the same criteria in 4.1.8. This list will track the amount of mandatory overtime hours that each employee has to date, and will start on January 1 each year and end on December 31. This list will be recreated each year.

4.1.10 A bargaining unit seniority list will be furnished by the Union F.O.P. Lodge 89 President and posted on the F. O.P. Lodge 89 bulletin board on the first week of January of each year and revised each thirty (30) calendar days as necessary. The list shall show the names, job titles or rank in order of their bargaining unit seniority. If the F.O.P. does not post the bargaining unit seniority list by the second week of each year, the County will post the list.

4.2 All paid time off shall be counted for the 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.

4.4 Hours worked over and above 40 hours in any one workweek as stated in Article IV, Section 4.3 will be termed overtime. For all employees required to be paid overtime under the Fair Labor Standards Act, overtime may be paid in cash or converted to compensatory time off at the employee's option and request. Overtime hours worked will be paid in cash or converted to compensatory time off at the rate of one and one-half hours for each full hour worked. If an employee's option is to take compensatory time off, the time must be scheduled during that calendar year in which the overtime was worked, with their supervisor's approval. A maximum of 40 compensatory time off hours shall be allowed to accumulate at any time; any hours over 40 shall be paid in cash in the following pay period at the overtime rate. Any accumulated compensatory time off not used prior to November 30 of each year shall be converted to a cash payment and paid in the last paycheck of the calendar year. Between December 1 and December

31 of each year, any time worked over the 40 hours shall be paid in cash at the overtime rate. Overtime shall be recorded on the P2K electronic time sheet and submitted to Finance. A compensatory time sheet shall be established manually for each Superior Officer. When entering compensatory time, another supervisor will sign off for the time worked by the employee. Copies of the compensatory time sheets will be forwarded to Finance by November 30 of each year for payment of unused compensatory time.

Whenever compensatory time is converted to cash overtime under this policy, it shall be paid at the officer's rate in effect at the time payment is made.

To the extent not addressed in this policy, the use of and payment for compensatory time shall be in accordance with the Fair Labor Standards Act.

ARTICLE V

MINIMUM CALL-IN TIME

5.1 Any individual reporting on special call to work outside of his or her regularly scheduled working hours will be paid four (4) hour's pay at his or her regular base rate, or the actual time worked at the applicable rate, whichever is greater, even if the time spent to complete the job for which he or she is called in is less than four 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 or her regularly scheduled shift, providing he or she has been informed the previous day of such call-in.

ARTICLE VI

SAVINGS CLAUSE

6.1 In the event that any provision of this Agreement shall be declared at any time invalid by legislative act or by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All of the provisions of this agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is negotiated, executed and implemented.

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. 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 |
| 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 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 employee's 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:

Years of Service	Hours of Vacation
1 - 5 years	80
6-10 years	96
11-15 years	120
16-20 years	144
21 -25 years	160
26+ years	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 eight (8) sick leave hours for each full month of service during the remainder of the calendar year employed.

9.2.1 All remaining sick leave for each employee will be moved to a frozen sick bank. This bank can be used during the employee's period of employment, or paid out at time of retirement as per Article 9.4.

9.2.2 At the beginning of each calendar year, each full-time employee shall be credited with 12 sick leave days.

9.2.3 Sick time earned and accumulated after December 31, 2012 will not be paid out upon termination of employment.

9.3 Should an employee pass away, resign in good standing or be terminated through no fault of his or her own after 10 years of service or more, the employee, or his or her estate, shall receive payment for one-third (1/3) of his or 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. Employees may accumulate sick leave hours to a maximum of 1,440 hours. Any sick leave hours in excess of 1,440 hours will be converted to vacation hours at the end of each calendar year on the basis of eight (8) vacation hours for every twenty-four (24) sick hours.

9.4 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

101 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 or 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.

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

ARTICLE XI
OTHER LEAVES

111 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, brother-in-law, sister, sister-in-law, 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).

112 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's work record; and (d) employee's length of service. No more than one leave without pay shall be approved in any 24-month period.

113 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.

114 Jury Duty: Employee 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

12.1.1 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, including employee contributions, said changes shall also be made to the health and dental benefits provided to the employees covered by this agreement.

12.1.2 All employee contributions are subject to statutory governance under P.L. 2011, Chapter 78, with a minimum 1.5% premium contribution pursuant to P.L. 2010, Chapter 2 or County policy whichever is the highest.

12.1.3 Employees hired on or after January 1, 2012 will not 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.

12.1.4 Health/Dental Benefits

(a) The County will continue to provide the County Health Benefits Program to the employees.

(b) All co-pays will be \$20 per office visit. Emergency Room (ER) co-pays which do not result in an admission will have a co-pay of \$100.00.

(c) Prescription co-pay will be to \$15/Generic and\$35/Brand.

(d) It is understood that the County will not increase the percentage contribution deducted from employee salaries or the co-pays set forth in 12.1 (b) or (c) during the term of this contract.

(e) Notwithstanding the above, the County reserves the right to change the County Health Benefits Program for all employees without the need for further negotiations, except as noted in (d) above.

(f) If the County was to implement a policy for contributions from retirees for health benefits, no such change would be implemented without prior negotiations.

12.2 Retirement Benefits: Enrollment is automatic in the Police and Fire Retirement System (PFRS) following 3 full 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 PFRS 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 one thousand dollars (\$1,000.00) for the year or the prorated portion thereof for this purpose. The clothing allowance will be paid in two equal semi-annual installments.

14.2 Each employee shall receive a shoe allowance of one hundred and twenty-five dollars (\$ 125.00) 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 personal days by the employee.

ARTICLE XVI

SHIFT DIFFERENTIALS

16.1 All employees working regular scheduled hours between 4:30 pm to 12:30 am shall be paid a shift differential of forty cents (.40) per hour for all hours worked between 4:30 pm and 12:30 am. All employees working regularly scheduled hours between 12:30 am to 8:30 am shall be paid a shift differential of eighty cents (.80) per hour for all hours worked between 12:30 am and 8:30 am.

ARTICLE XVII

MEAL REIMBURSEMENTS

17.1 Employees who are required to perform out-of-county transports and who have been on duty for at least four (4) hours shall be reimbursed for meals purchased during such out-of-county runs, up to the following maximum limits:

- a. \$ 12.00 for breakfast
- b. \$ 12.00 for lunch
- c. \$ 12.00 for dinner

17.2 Employees required to travel during the course of business and remain away from their home for one or more days will be entitled to a Per Diem Meal Expense of up to \$36.00 per day (refer to section 17.1 for rates). Reimbursement will be conditioned upon the submission of the appropriate receipts.

ARTICLE XVIII
GRIEVANCE PROCEDURE

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

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

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

STEP 1: The aggrieved employee must present his or her grievance to his or her 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 supervisor 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 or her 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.

18.4 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 term's or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

18.5 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.

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

ARTICLE XIX

DISCIPLINE

19.1 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 XX

FOP MEMBERSHIP

20.1 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.

20.2 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.

20.3 The County shall withhold FOP dues from each Somerset County Sheriff's Superior Officers FOP Lodge 89 members' biweekly pay in an amount authorized by FOP Lodge 89. Dues shall not be withheld from Officers who are not members of FOP Lodge 89 as of June 27, 2018. The FOP will deliver to the County a request for payroll deduction signed by each FOP Lodge 89 member. Any

new Superior Officer who becomes a member of the FOP Lodge 89 will deliver to the County a request for payroll deductions signed by that Superior Officer. Any new member Superior Officers may submit the form at the time of his or her original hiring.

ARTICLE XXI

VACANCIES IN POSITIONS

21.1 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 XXII

NOTICE OF SHIFT CHANGE

22.1 Whenever the County, through its authorized agents, seeks to change the shift of any employee covered by this Agreement, then, in those cases where the employment on the new shift will be for one week or more, the County will give two weeks notice of the change of shift to the employee.

ARTICLE XXIII

SNOW DAYS

23.1 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 XXIV

REOPENER FOR SHIFTS

24.1 In the event that Sheriff Superior officers covered by the Agreement are required to work shifts over and above the amount of shift work that are presently required to perform, either party may reopen this Agreement to negotiate additional compensation, if any, for said additional shift work.

ARTICLE XXV

F.O.P. RIGHTS

251 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.

252 FOP Time: Any employee that is elected to the executive board (President, Vice President, Secretary, Treasurer or State Delegate) shall be given time off to use FOP Time (in 4 hour increments - not to exceed 64 hours per year) that pertain to official FOP business.

ARTICLE XXVI

LAYOFF AND RECALL

26.1 The Employer may reduce the working force. In such event, the following procedures shall apply:

26.1.1 Employees shall be laid off in the order of least bargaining unit seniority.

26.1.2 Notice of such layoffs will be given at least thirty (30) days before the scheduled layoff.

26.1.3 A laid-off employee shall have preference for re-employment for a period of two (2) years,

26.1.4 The employer shall rehire laid-off employees in the order of greatest employment seniority.

26.1.5 The employer shall not hire from the open market or within the County while any employee has an unexpired term of preference for re-employment and can do the work.

26.1.6 Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee. Once notified, an employee shall have three (3) days to send notice of his intent to return to work and ten (10) days to return to work.

ARTICLE XXVII

MANGEMENT OF RIGHTS

27.1 The Sheriff's Office hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by applicable State and Federal laws, including, but without limiting the generality of the foregoing, the following rights:

27.2 All management functions not modified by this agreement;

27.3 The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work operations functions, and maintenance of the facilities and equipment of the Sheriff's Office;

27.4 To reprimand, suspend, or otherwise discipline employees (including discharge) for just cause; and in accordance with New Jersey Law;

27.5 To hire, promote, transfer, assign and reassign employees to work;

27.6 To determine the number of employees and the duties to be performed;

27.7 To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department operation or service;

27.8 To determine staffing patterns staffing and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Sheriff's Office;

27.9 To determine the number, location and operation of divisions, sections, units and all other work groups of the Sheriff's Office, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force. However, the union does not waive its right to negotiate any impact on remaining unit employees from the employer's exercise of its rights under this article.

27.10 To establish a code of rules and regulations for the operation of the Sheriff's Office.

27.11 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Sheriff shall only be limited by the terms of this Agreement, and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.

27.12 In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Sheriff on behalf of the taxpayers and that the Sheriff retains any and all of its managerial prerogatives not otherwise addressed or contained in the collective negotiations agreement.

27.13 The Sheriff reserves the right to establish a performance evaluation system and to conduct written performance evaluations of all employees covered by this Agreement. The Sheriff shall meet and confer with FOP Lodge 89 over all aspects of the performance evaluation system prior to the Sheriff's adoption of any such system.

27.14 The Sheriff's Office may, in its discretion, promulgate and maintain standard operating procedures. Such procedures may include, but are not limited to, standards of work performance, standards of performance evaluations, and rules, regulations and policies regarding the daily operation of the Sheriff's Office. This provision shall not be deemed to be a waiver of the rights or obligations of either party to negotiate pursuant to NJSA 34:13A-1.1 et seq.

27.15 Nothing contained herein shall supersede the Attorney General's guidelines as applied to the employees in this bargaining unit

ARTICLE XXVIII


DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2018, and shall continue for a period of four (4) years, until December 31, 2021. 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.

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


Kathryn Quick
Somerset County Deputy Clerk
Board of Chosen Freeholders

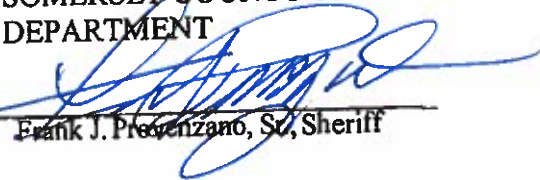
By:


Freeholder Director

AND

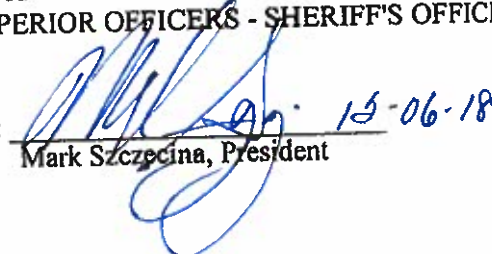
SOMERSET COUNTY SHERIFF'S
DEPARTMENT

By:


Frank J. Provenzano, Sr., Sheriff

FRATERNAL ORDER OF POLICE LODGE #89
SUPERIOR OFFICERS - SHERIFF'S OFFICE

By:


Mark Szczecina, President

**SCHEDULE A
 AGREEMENT**
 Between
SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS
 And
**THE FRATERNAL ORDER OF POLICE LODGE #89
 SUPERIOR OFFICERS, SHERIFFS DEPARTMENT**
 January 1, 2018 through December 31, 2021

<u>Title</u>	Effective 1/1/2018 1.75%	Effective 1/1/2019 1.85%	Effective 1/1/2020 1.90%	Effective 1/1/2021 1.80%
<u>Sergeant</u>	\$ 109,614	\$111,642	\$113,763	\$115,811
<u>Lieutenant</u>	\$ 120,550	\$122,780	\$125,113	\$127,365
<u>Captain</u>	\$ 138,604	\$141,168	\$143,851	\$146,440
<u>Chief</u>	\$166,278	\$169,354	\$172,572	\$175,678