

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (herein after referred to as the "Agreement") is entered into on \_\_\_\_\_, by and between the SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS and SOMERSET COUNTY SHERIFF (herein after the "County") and SHERIFF'S OFFICERS ASSOCIATION, FRATERNAL ORDER OF POLICE LODGE #39 (hereinafter the "Union" or "employees"). The County and the Union are hereinafter collectively referred to as the "Parties."

### TERMS AND CONDITIONS

The Parties hereby agree to the following:

1. Expiration of the Agreement. This Agreement shall be in effect for the period of time beginning January 1, 2016 through December 31, 2018.
2. UPC Dismissal. Upon ratification of the terms of this Agreement by both parties, FOP Lodge 39 shall voluntarily dismiss with prejudice the request for arbitration 2017-83 and UPC 2017-88 regarding vacation time off scheduling. These complaints will be considered to be closed, and will not be re-opened. This dismissal shall occur within two (2) weeks of the execution of this Agreement by all the Parties. If any cancellation fees are required by the arbitrator, the cost shall be shared equally by both parties.
3. Mandatory Overtime Policy. The mandatory overtime policy has been revised pursuant to the Memorandum of Understanding between FOP #39 and Sheriff's Office dated July 1, 2016, a copy of which is attached hereto as an Appendix to this agreement. All Parties mutually agree that mandatory point credits shall be re-evaluated at the end of each calendar year.
4. **Article 2 - Salaries**

**Article 2 shall be repealed in its entirety and replaced with:**

#### **Article 2- Salaries:**

2.1 The salary scale will be modified to reflect the new scale attached as Appendix A-1. This scale reflects a new step added to the salary guide.

2.2 Effective January 1, 2016, each employee in the bargaining unit on December 31, 2015 and on steps 1 through 11 will receive a step increment, and each employee on step 12 will receive an increase to their annual base salary of 1.45% percent.

2.3 Effective January 1, 2017, each employee in the bargaining unit on December 31, 2016 and on steps 1 through 11 will receive a step increment, and each employee on step 12 will receive an increase to their annual base salary of 1.20% percent.

2.4 Effective December 1, 2018, each employee in the bargaining unit on November 30, 2018 and on steps 1 through 11 will receive a step increment, and each employee on step 12 will receive an increase to their annual base salary of 2.00% percent.

**5. Article 3 - Longevity**

**Article 3- Longevity shall be amended to add:**

3.4 Officers hired or who join the unit after the date of ratification of this Memorandum of Agreement by both parties shall not be eligible for longevity pay.

**6. Article 13 - Health/Life Benefits**

**13.1 shall be repealed and replaced with:**

13.1 Health. The County shall make available a health benefits program to all officers and eligible dependents. The effective date shall be the first of the month after the completion of two months service. Coverage remains in effect during approved leaves of absence, vacation and sick leave. The health benefits program made available to members of FOP 39 shall be the same health benefits program made available to all employees of Somerset County. The level of employee contributions and shall be the greater of P.L. 2010, C.2, P.L. 2011, C. 78 or the 2016 Somerset County Health Benefits Policy, attached as Appendix C-1. Employee Co-pays will be set as specified in the 2016 Somerset County Health Benefits Policy.

**7. Article 15 - Clothing Allowance**

**15.1 shall be changed to reflect \$1000 per year for uniform maintenance.**

**15.2 shall be amended to read:**

15.2 Each uniformed officer shall receive a shoe allowance of two hundred fifty dollars (\$250.00) per year, to be paid in two increments, on or about the first of January and the first of July of each year.

**8. Article 38 - Management Rights**

**Article 38 Management Rights shall be added to the CNA:**

39.1 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:

39.1.1 All management functions not modified by this agreement;

39.1.2 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;

39.1.3 To reprimand, suspend, or otherwise discipline employees (excluding discharge) for just cause;

39.1.4 To discharge employees in accordance with New Jersey law;

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

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

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

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

**39.1.9 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; and**

**39.1.10 To establish a code of rules and regulations for the operation of the Sheriff's Office, which are not contrary to the terms of this agreement as well as the parties past practices and established case law and statutes. .**

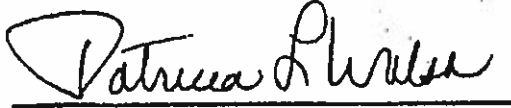
**39.1.11 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Sheriff shall only be limited by the terms of this Agreement, as well as the parties past practices as well as established case law and statutes, and it is agreed that these enumerations of management rights shall not be deemed to exclude other rights not enumerated.**

**39.1.12 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 cannot bargain away or eliminate any of its managerial prerogatives.**

**39.1.13 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 Local 39 over all aspects of the performance evaluation system prior to the Sheriff's adoption of any such system.**

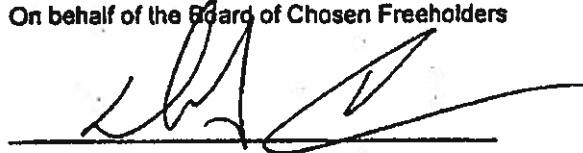
**39.1.14 The Sheriff's Office may, in its discretion, promulgate and maintain standard operating procedures. Such procedures may include, but are not limited to, standards of work performance, standards of performance evaluation, and rules, regulations, and policies regarding the daily operation of 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.**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

  
\_\_\_\_\_

DATED: 12-29-16

On behalf of the Board of Chosen Freeholders

  
\_\_\_\_\_

DATED: 12-08-2016

On behalf of FOP Lodge #39

  
\_\_\_\_\_

DATED: 12-29-2016

Somerset County Sheriff

**Appendix A-1**

2015		2016		2017		2018 (January 1, 2018 - Nov, 31 2018)		2018 (December 1, 2018)	
AC	39,594	AC	39,594	AC	39,594	AC	39,594	AC	39,594
1	47,643	1	47,643	1	47,643	1	47,643	1	47,643
2	50,076	2	50,076	2	50,076	2	50,076	2	50,076
3	52,485	3	52,485	3	52,485	3	52,485	3	52,485
4	55,009	4	55,009	4	55,009	4	55,009	4	55,009
5	57,600	5	57,600	5	57,600	5	57,600	5	57,600
6	62,971	6	62,971	6	62,971	6	62,971	6	62,971
7	65,744	7	65,744	7	65,744	7	65,744	7	65,744
8	68,576	8	68,576	8	68,576	8	68,576	8	68,576
9	71,460	9	71,460	9	71,460	9	71,460	9	71,460
10	77,379	10	77,379	10	77,379	10	77,379	10	77,379
11	81,600	11	81,600	11	81,600	11	81,600	11	81,600
12	88,223	12	89,502	12	90,576	12	90,576	12	92,388

## **2016 HEALTH BENEFITS POLICY**

### **Healthcare Contribution Policy:**

Employees receiving medical and/or dental benefits shall continue to contribute to health insurance benefits in accordance with P.L. 2010 c.2 and P.L. 2011 c.78. Employees must pay the greater of one and a half percent (1.5%) of base salary, the formula cited under Chapter 78 or the employee's rate of contribution under the applicable formula sited below.

- For employees with salaries below \$40,000:  
\$300 annually
- For employees with salaries above \$40,000:  
1.0% of salary in excess of the first \$40,000 of annual salary,  
plus \$300 annually
- For employees with salaries above \$80,000:  
1.5% of salary in excess of the first \$40,000 of annual salary,  
plus \$300 annually
- For employees with salaries above \$100,000:  
2% of salary in excess of the first \$40,000 of annual salary,  
plus \$300 annually
- Medical service co-pays:  
\$20.00 per visit
- Pharmacy co-pays:  
\$35.00 for brand name prescriptions  
\$15.00 for generic prescriptions
- ER co-pay visits which do not result in admission are \$100.00.

# Somerset County Sheriff's Office



## Office of the Sheriff

Frank J. Provenzano  
SHERIFF  
DIR. 231-7140

P.O. Box 300 • Somerville, New Jersey 08876-1202  
Fax 908-253-9418 • [provenzano@co.somerset.nj.us](mailto:provenzano@co.somerset.nj.us)  
[www.somcosheriff.org](http://www.somcosheriff.org)

### MEMORANDUM OF UNDERSTANDING BETWEEN FOP #39 AND THE SOMERSET COUNTY SHERIFF'S OFFICE

1 Effective July 7, 2016, the current mandatory point credits shall be revised. All mandatory credits will be eliminated and one (1) credit shall be awarded for each full year of service effective on January 1, 2016. Prior to January 2017, the Sheriff and FOP #39 will mutually agree on the number of service credits to be awarded to each member based upon review of this agreement.

2. The mandatory list for overtime shall be computed from January 1 to December 31 of each year and it will not run continuously from year to year. Any officer who, without volunteering for such, is made to work outside his/her regular scheduled shift for a period of over four (4) hours but less than eight (8) hours shall receive one half (1/2) credit. If the detail is at least eight (8) hours, the officer shall receive one (1) full credit. Credit shall be given only for actual time worked/compensated for. Credits shall not be given for any detail that is cancelled or worked by another officer, On-Call assignment or any time worked in specialized units such as the detective bureau, K-9 unit, P.L.S., S.R.T., or any other detail that requires specialized training.

\* **Exception:** An afternoon shift scheduled to 0000 hrs. or an overnight shift that runs into an 0700 or 0730 shift will equal one (1) full credit.

3. The mandatory list/chart shall be generated by January 1st for the subsequent year and posted. Service time credits for the year shall be applied for completed years of service as a Sheriff's Officer as of January 1. Once a mandatory shift is completed, the date of the mandatory shall be reflected in the box on the chart.

4 All officers, with the exception of those who are On-Call as covered in this agreement or on loan to an outside law enforcement agency, shall be eligible for mandatory duty assignments.

5. The F.O.P. President or his designee shall be able to verify with the Desk Supervisor the specifics related to any posted mandatory.



Eric Rogus

7/1/16

Date



Joseph Bialiy

7/01/16

Date



Christopher Omelio

07/01/16

Date



Colonel Roy Gandolle

For Sheriff Frank J. Provenzano

7/1/16

Date