

Article I

RECOGNITION

The County of Somerset has previously recognized the Policeman's Benevolent Association, Local No. 177 as the sole and exclusive representative for purposes of collective bargaining of all uniformed employees of the Department of Corrections from the rank of Correction Officer to Chief of Correction Officer; as well as all uniformed officers within the Identification Bureau from the rank of Officer to Captain; to negotiate such matters as are required pursuant to Chapter 303 – New Jersey Employer-Employee Relations Act, as amended and supplemented.

Article II

SALARIES

A. Salary Guides

This contract contains an annual step increment system for correction officers which provides each correction officer on the guide with an advancement of one (1) step on the salary guide each year until the maximum pay rate is reached. Wages for employees on the guide shall be as set forth in Appendix A-1 to A-2 annexed. The placement of each employee on the guide shall be in accordance with the attached salary schedules. The automatic step movement shall continue for correction officers each year until the top step is reached.

B. Superior Officers

There shall be at least a ten (10%) percent wage differential between each rank, commencing with a differential between the top salary of the rank of C.O. and Sergeant, and so forth between each rank thereafter, except that there shall be no minimum required rank differential between the ranks of Correction Officer and Corporal or Corporal and Sergeant. Said differential shall be calculated each time there is a contractual wage adjustment. Wages for superior officers shall be as set forth in Appendix A-2 annexed.

C. Working Out of Rank

Any individual appointed to an acting position of higher rank or so assigned by the Sheriff, or his designee, to perform the duties of a position of higher rank for a period of 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 the individual(s) appointed to the acting position, and on the sixth (6th) day of duty for those assigned to such position.

D. Muster or Shape-up Compensation

- 1). Each employee shall be paid for one-half (1/2) hour per day at the rate of one and one-half (1 1/2) times their regular hourly rate in compensation for any muster, shape-up time, or shift overlap not to exceed one (1/2) half hour per day, which may be designated by the Warden.
- 2). Any employee working a double shift shall receive muster compensation for each, for a total of one (1) hour for both shifts.

- 3). Any employee who works four hours of overtime as a continuation of his/her shift, shall be paid fifteen minutes overlap.
- 4). If the employee works four or more hours of overtime (assigned, mandated, or special call), and it is not a continuation of shift, the employee will be entitled to the full thirty (30) minutes overlap.
- 5). Shortening of or failure to schedule muster time shall not preclude nor affect said payments. Such payments shall be made as part of regular payroll.
- 6). Notwithstanding any other provision of this Agreement to the contrary, an employee shall not be entitled to muster pay for any days not actually worked by the employee while employee is out of work on a work-incurred injury absence.

E. Computation of Hourly Rate

An employee's hourly rate shall be computed by, adding their regular base salary plus longevity payments and dividing the sum by 2080 hours.

F. Pager/Cell Phone Compensation

All employees covered by this contract, who are required to carry a pager or cell phone, shall receive an annual, prorated stipend of \$500.00 to be paid in the month of December of each year.

G. Turn Around Pay

When rotating Superior Employees have to return to work a regularly scheduled shift with only eight (8) hours between shifts, he/she shall be compensated at the rate of time and one half pay for the second shift. This shall apply to management scheduling changes and shall not apply where scheduling changes are caused by the Supervisory Officers themselves.

Article III

LONGEVITY

- A. Those individuals employed in the unit who have five (5) or more full years of completed service shall be eligible for 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 other than the wage rate, exclusive of payments on account of fringes or other extra compensation.

The longevity schedule is as follows:

<u>Completed year of Service</u>	<u>% to be applied to wage rate</u>
At least – But not more than:	
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%

Article IV

OVERTIME

- A. Time and one-half payment shall be made for all overtime hours worked above forty (40) hours in any one (1) scheduled work week, or similar work period, including but not limited to grand jury appearances, court appearances and inmate grievance procedures. The computation of such overtime shall be based upon the employee's hourly rate in effect at the time that the overtime is performed.
- B. All paid time off shall be counted for purposes of computing the hours worked in any one (1) scheduled work week or similar work period, in determining eligibility for overtime pay.
- C. For purposes of this Agreement, the work week is defined as follows: Commencing 12:01A.M. Sunday and terminating 12:00 Midnight Saturday of each week.
- D. Overtime compensation for working on holidays shall be in accordance with Article VI, contained herein after.
- E. Overtime for regularly scheduled shifts and details will be offered to regular full time employees of the Department, in an order of preference, based upon a rotating seniority roster. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer or otherwise pursuant to inherent managerial prerogative, determines that it is in the best interest of the Employer to bypass an employee or employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed employee(s) must become next on the list for purposes of the overtime roster. The purpose of this clause is to equalize the overtime distribution and opportunities among all employees and same shall not be defeated by the Employer's selection of special persons for specific details as set forth herein. When no volunteers can be found for overtime, it is understood that mandatory overtime will be distributed upon a reverse seniority order.
- F. The parties agree that the employer will be able to assign overtime (voluntary or mandated) in four (4) hour increments.
- G. The procedure to distribute overtime is set forth in Appendix A-3 and annexed.

Article V

MINIMUM CALL-IN TIME

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/she is 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/she has been informed the previous day of such call-in.

Article VI

HOLIDAYS

- A. 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 this 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.
- B. All individuals in the unit employed in the Sheriff's Office shall be granted the holidays applicable to other County Employees, with pay. For purposes of overtime payment as outlined below, Christmas, New Year's Day, and July 4th shall be observed on the actual date of occurrence should any of these holidays fall on a Saturday or Sunday and, in which case, are observed differently by the rest of the County.
- C. Holiday Pay
1. All individuals in the Unit employed in the Jail, shall in lieu of being granted holidays off with pay, be paid eight (8) times their hourly rate on the first payroll period following December 15 of each year for the fifteen holidays provided.
 2. All employees, at their discretion, are entitled to use the above fifteen (15) holidays on a "floating" basis, pending approval of the Employer, based on the established and expressed minimum staffing requirement and the maximum number of officers and supervisors allowed off per shift. Any days not taken by the employee will be paid at the rate of pay stated in ¶1, above.
 3. In addition, any employee working or called into work on a holiday shall receive one and one-half times his regularly hourly rate of pay for all hours worked up to eight hours.

Article VII

CLOTHING ALLOWANCE

The parties agree that the County will provide each employee, including the members of the Identification Bureau, with the necessary set of uniforms and replace such uniforms as needed. The employee shall be responsible for the maintenance of said uniforms.

Article VIII

PERSONAL DAYS

- A. Full time employees shall be granted three (3) days personal time per year. These days may be taken in no less than half-day increments.
- B. In the event that an employee is unable to reach his/her place of work because of weather or other conditions, such day of absence may be treated as Personal Time if the employee notified his/her Department Head of the unavoidable absence.
- C. The employee's request for personal leave will not be subject to inquiries as to the reason the leave time is needed. The employee must notify the Employer some time prior to the start of his/her shift, (at least 24 hours is requested but not required) of his/her intent to take a personal day.
- D. Personal days may not be used on holidays on which the employee is scheduled to work, except in cases of documented medical emergencies.
- E. No more than three officers per shift may be absent on personal leave at one time, unless management in its discretion determines to permit more officers to be off.

Article IX

COMPLAINTS AGAINST INMATES

Members of the bargaining unit shall have the absolute right to sign and initiate complaints against inmates without any prior approval required by the Sheriff or any other person. Whenever a complaint in court is filed by any officer, which is criminal in nature, then the Sheriff shall be notified and a report shall be made.

Article X

GRIEVANCE PROCEDURE

- A. The term “grievance” as used herein means an appeal by an individual employee or the PBA on behalf of an employee, group of employees or itself, from the interpretation, application or violations of policies, agreements, and administrative decisions affecting them.
- B. Employees shall have the right to have a PBA representative present during discussion of any grievance with representatives of the employer.
- C. Any grievance arising between the employer and an employee shall be settled in the following manner. Note: A working day shall be defined as a day inclusive of Monday through Friday, exclusive of Saturday or Sunday.

Step 1: The aggrieved employee must present his grievance to the Warden or his/her designee, within twenty (20) working days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the Warden within ten (10) working days, the grievance may be appealed to Step 2. Such appeal must be made within ten (10) working days.

Step 2: Within ten (10) working days, the employee and a PBA 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 ten (10) 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.

- D. 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.
- E. 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.

- F. The expense of the arbitrator selected or appointed shall be borne equally by the employer and the PBA.
- G. It is understood that an individual employee shall only be permitted to process his/her own grievance to Step 2. Only the PBA may process a grievance beyond Step 2 and into arbitration.

Article XI

DISCIPLINE

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

Article XII

DEPARTMENTAL INVESTIGATIONS

In an effort to ensure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- 1) The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.
- 2) The interrogation shall take place at a location designated by the Sheriff, and will usually occur in the Sheriff's Office, the Correction Facility or the location where the incident allegedly occurred.
- 3) The member of the department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member(s) of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he/she should be so informed at the initial contact.
- 4) The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.
- 5) The member(s) of the department shall not be subject to any offensive language.
- 6) At every stage of the proceedings, the Sheriff shall afford an opportunity for the member(s) of the department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations.
- 7) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.
- 8) Under no circumstances shall an employee be subject to any charge whatsoever after forty-five (45) days, as calculated under N.J.S.A. 40A:14-106a.

Article XIII

VACANCIES IN POSITION

- A. 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.
- B. The employer shall post position openings for all newly created posts. The position will be filled by the principles of seniority, provided the employee is qualified and willing to perform the work.
- C. The employer shall post position openings for all temporary positions. A temporary position shall be defined as one lasting a minimum of one month. The position will be filled by the principles of seniority, provided the employee is qualified and willing to perform the work.

Article XIV

PROMOTIONAL PROCEDURE

Where there is a decision made to effect promotions, the Sheriff shall, as a condition precedent to said promotions, provide the following information to the Union:

- A. When vacancies are to be filled, the Sheriff shall post such vacancies, and shall re-post said vacancies not less than every thirty (30) days.
- B. When vacancies are to be filled, Employees shall be permitted to submit requests for consideration for such promotions.
- C. Where a promotional examination is to be conducted, the Employer shall announce not less than thirty (30) days before said examination date, the details of said examination. Said details shall include the nature of the examination, whether it is oral or written, a list of books or materials which may be relevant to said examination, the date, time and place of said examination, the name of the person or agency which is conducting the examination, and any other such information as may reasonably aid the Employee to prepare for competitive testing.
- D. If books or materials are designated as relevant to the examination, then the Employer shall, free of charge, supply such books or materials to Employees seeking to take the examination.
- E. Under no circumstances shall the Employee be required to incur any expense or forego any regular compensation in order to take the prescribed examination.
- F. Where an Employee is on duty at the time said examination is to be given, said Employee shall be permitted time off without loss of compensation for the examination. Where the employee is scheduled to work on the shift immediately preceding the examination, then in such case the Employee shall be excused from at least one-half (1/2) such preceding shift so as to have a reasonable opportunity to rest and prepare for said examination.
- G. The scores of any competitive examination shall be posted and available to persons who have taken the examination. In such cases, the scores shall not be designated by the examinee's name or any other readily distinguishable identification (such as badge number). The purpose of posting is solely to apprise the examinee, where an examination has been given, of his relative standing among those persons tested.

- H. Following an examination, a person who has taken the examination may arrange for a conference with an employer or designated person to review the examination and be apprised of said employee's strengths and weaknesses.

- I. Before any promotional procedure is instituted which will include written or oral examination, the following, but not limited to, shall be mutually agreed upon between the PBA and the Sheriff and made part of this Agreement:
 - 1. What provisions will be made for those employees on vacation or out sick, whether service or non-service connected, to take the test at a later date?
 - 2. How long will the promotion list exist if tests are given?

Article XV

NOTICE OF SHIFT CHANGE

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 (1) week or more, the County will give two (2) weeks notice of the change of shift to the Employee.

Article XVI

SNOW DAYS

- A. 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.
- B. Employees covered by this Agreement, who work on a County declared snow day, shall be compensated with a comp day off. Said day shall be treated as an additional personal day and administered pursuant to Article VIII of this Agreement.

Article XVII

REOPENER FOR SHIFTS

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

Article XVIII

HEALTH AND DENTAL BENEFITS PROGRAM

- A. The County shall make available and pay all premiums and costs thereof, except as modified hereafter, a health benefits program to its full-time employees. Coverage shall also be made available to these employees' eligible dependents. Temporary employees shall not be eligible to enroll in the County's health benefits program.
- B. The employee's effective date of coverage shall be the first month after completion of two (2) full calendar months of employment.
- C. An employee's health benefits coverage shall remain in effect while the employee is on an approved leave of absence such as vacation, sick leave, extended sick leave, etc.
- D. Eligible employees may choose to join either of the following Health Benefits program plans:

- 1. Oxford Health Care Program

In this "point of service" plan, participants can obtain medical care from a doctor either within or outside the Oxford Health Care Network. Generally, greater benefits are available when medical care is obtained within the network, as outlined in the Health Care Program Enrollment Guide Booklet.

- a) Notwithstanding the generally applicable terms and conditions of the Oxford Health Care Plan, those Correction Officers hired before June 1, 1995 who: (i) remained in the Rasmussen/Berkeley Plan as of December 31, 1996 and (ii) as of July 10, 1997, were being treated for a specific medical condition (including mental health counseling) by a specific "out of network provider" or had an eligible dependent who being treated for a specific medical condition (including mental health counseling) by a specific "out of network provider" shall have the option of continuing to utilize that same "out of network provider" for future treatment of that same, specific medical condition. Such an "out of network provider" shall be treated as an "in network provider" for all coverage purposes under the Oxford Plan.
- b) In the event a dispute arises as to whether the treatment provided under Paragraph (a) is: (i) by the same "out of network provider" or, (ii) for the same specific medical condition, the dispute shall be submitted in writing to the Director of

Personnel. If the parties cannot reach resolution within thirty (30) days, either party may submit the dispute to expedited arbitration under the grievance/arbitration procedure in the parties' collective bargaining agreement.

- c) Correction Officers, or their eligible dependents, who receive medical services under Paragraph (a) shall pay the provider of those services in full directly, and shall then seek reimbursement from Oxford by submitting a standard claim form. Such claims will be processed by Oxford under the terms of Paragraph (a). To insure proper claim processing and preserve the confidentiality of the services, the claim form shall be placed in a sealed envelope, marked "Correction Officer Claim Under Memorandum of Agreement" and delivered to the Somerset County Health Benefits Coordinator. The County will then direct the unopened envelope to the appropriate Oxford personnel.

2. Basic Health Maintenance Organization (HMO) and Supplemental Benefits Program

In this plan, hospital, surgical, and medical care is provided only by physicians and other staff of the CIGNA Health Plan and affiliated hospital's physician's offices to employees residing in the CIGNA service area, as outlined in the CIGNA booklet. The average is \$10.00 per visit.

Notwithstanding the foregoing, the parties agree that the County shall have the right to change health insurance carriers, provided that the level of benefits remains equal to or better and that the provider network remains substantially equal to the existing network.

In the event of a change in carriers, any references in Article XVIII to the prior carrier shall be deemed to refer to the new carrier, as appropriate.

E. Cost of Health Benefits Plan

- 1. There shall be no cost to the employee if he/she elects to enroll in the Oxford Health Care Program.
- 2. The County contributes the same amount toward the CIGNA Plan as it contributes toward the Traditional County Health Benefits Program. Any additional cost is paid by the employee through payroll deductions.

F. Enrollment and Changes

1. On the first day of employment, an employee shall complete a health benefits enrollment card, either electing the desired type of coverage or rejecting coverage entirely. At this time, the Human Resources Division shall give the employee a booklet describing the benefits and shall inform the employee of the effective date of coverage.
2. If an employee elects enrollment in the County Health Benefits Program, he/she shall receive identification cards through regular mail, approximately one week after eligibility in said Plan begins. If an employee elects membership in CIGNA, he/she shall receive identification cards and a CIGNA instruction booklet at home, approximately 7-10 business days after eligibility in said Plan begins.

G. Enrollment of Transferred Employees

If an individual hired into the Unit is actively enrolled in either the County Health Benefits Program or CIGNA through another County Agency, he/she shall continue to have uninterrupted coverage provided the employee completes an enrollment card on his/her first day of employment.

H. Annual Enrollment Period

Each year there is an annual enrollment period during the month of December. At this time, employees may enroll for the first time, or they may change from County Health Benefits coverage to CIGNA coverage or vice versa, or they may change the type of dependent coverage they have under either plan. Any changes or enrollments made at this time will be effective January 1st of the next immediate year.

I. Moving Outside the CIGNA Service Area

If an employee is enrolled in CIGNA Plan and moves out of the area served by the HMO, his/her coverage will terminate unless the employee contacts the Human Resources Division within sixty (60) days after the move to complete a new enrollment card transferring HMO coverage to traditional County Health Benefits.

J. Dependent Children Reaching Age 23

Dependent children who are unmarried and who live with the employee in a normal parent – child relationship are covered through the end of the calendar year in which they reach age 19, or 23 if still in school as a full

time student. As coverage ceases automatically without any notice being given, an employee's child is responsible for taking prompt action to obtain separate enrollment. To assure uninterrupted protection, application for basic benefits protection only should be made directly to either the Oxford Health Plan or to CIGNA within sixty (60) days before the child's coverage will terminate.

K. Leave Without Pay

If an employee is on an approved leave absence without pay for a maximum of ninety (90) days, his/her health benefits coverage shall be continued at the expense of the County. After this initial leave of absence, an employee may continue his/her health benefits covered at his/her own expense for nine (9) more months, provided the employee contacted the Human Resources Division prior to the beginning of the leave without pay to make proper arrangements.

L. Reaching Age 65 – TEFRA/Federal Medicare Insurance

As long as an employee is active, the County's Health Benefit Plan is the primary coverage. Upon retirement, Medicare becomes primary and the County Health Benefits Plan secondary, unless the spouse is actively employed and the retiree is covered by the spouse's health benefits, then the spouse's insurance is primary, Medicare secondary and the County Health Benefits Plan third. Once the spouse retires, Medicare becomes the primary plan for both, and the County Health Plan becomes secondary for the County retiree.

M. Retirement

An employee who will be retiring shall contact the Human Resources Division at least ninety (90) days before his/her anticipated retirement date to complete the appropriate forms. After the Oxford Health Plan has been notified of the anticipated retirement, they will send a card to the employee asking whether or not he/she wishes to maintain health benefits coverage on a group basis. If the employee desires such coverage, he/she shall sign and return the card, along with payment for the first three (3) months of coverage for himself/herself and eligible dependents. Thereafter, the employee shall be billed for the cost of health benefits coverage on a monthly basis. If the employee has twenty-five (25) years or more of service with the County, State of New Jersey, and/or local municipal government service in New Jersey, the last fifteen (15) of which were with the County, coverage for the employee and his/her surviving spouse shall be in accordance with County Resolution R98-741, which is attached as Appendix A-4.

N. Termination

When an employee terminates for reasons other than retirement, he/she may convert the health benefits coverage to the direct payment plan, or he/she may convert to an individual CIGNA membership plan. There is, however, in neither plan, a conversion privilege allowing supplemental benefits to be continued once a covered person's group enrollment is terminated. Employees who terminate shall continue to be covered under the group plan until the end of the month in which the termination occurs. After the Oxford Health Plan or CIGNA has been notified that an employee has terminated, they will send a premium notice to the terminated employee's home. Provided the terminated employee pays the premium within thirty-one (31) days, he/she shall have converted his/her group health benefits membership to an individual membership without any interruption in coverage.

O. Dental Program

The cost of all premiums for an employee-covered dental program is paid for by the County. In summary, the County's traditional dental plan provides preventative / diagnostic dental services at 100% of the usual, customary or reasonable (UCR) fee charged by dentists. Basic therapeutic treatment, additional basic services and periodontic care are provided at 80% of UCR. Prosthodontics, including missing teeth are provided at 50% of UCR. Coverage for eligible dependents is also available with employees paying the difference between the full cost and the cost of individual coverage.

The County also offers two other dental plans (Horizon Dental Choice and Totalcare) that offer discounted rates to employees who opt to enroll. These plans provide preventive/diagnostic dental services at 100% of the usual, customary or reasonable (UCR) fee charged by dentists. Other services are covered generally at higher allowances than the Traditional dental plan. Note participation in either Horizon Dental Care or Totalcare requires accessing a significantly limited network of providers. Coverage for dependents is also available with employees paying the difference between the full cost and the cost of individual coverage, if any.

Article XIX

SICK LEAVE

- A. At the beginning of each subsequent calendar year, each full-time employee shall be credited with fifteen (15) sick leave days.
- B. Full-time employees may accumulate unused sick leave days, but the maximum permissible accumulation shall not exceed 180 days.
- C. Any annual sick leave days which would otherwise accumulate thereafter shall earn additional vacation days on the basis of one (1) vacation day for each three (3) sick leave days. Excess sick leave days shall be converted to vacation days at the end of each calendar year. For the purpose of this policy, any balance of less than one and one-half (1 1/2) excess sick leave days shall not be converted to vacation.
- D. Termination
 - 1. When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more service with the County, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave days carried over from the previous calendar year. The employee shall also receive payment for one-twelfth (1/12) of the sick leave days credited to him/her at the beginning of his/her terminating year for each full month worked during said year, provided the employee had not already used such time. For the purposes of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing sick leave days, there is less than one-half (1/2) day remaining, the employee shall not receive credit for this.
 - 2. An employee who resigns not in good standing or who is terminated as a result of disciplinary action, shall not receive payment for any accumulation of unused sick leave days, regardless of his/her number of years of service with the County.

E. Death

In the event of death of any employee, the employee's survivor, estate or administrator shall receive payment for the employee's unused sick leave time, regardless of the number of years of service the employee had with the County, computed in the same manner as it is for an employee who resigns in good standing after ten (10) years or more of service.

F. Retirement

When an employee retires, the employee shall receive payment for one-half (1/2) of his/her accumulation of unused sick leave days carried over from the previous calendar year, regardless of the number of years of service the employee had with the County. The employee shall also receive payment for one-twelfth (1/12) of the sick leave days credited to him/her at the beginning of his/her retiring year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-half (1/2) of an employee's accumulation of unused sick leave days there is less than one-half (1/2) days remaining, the employee shall not receive credit for this.

Article XX

EXTENDED SICK LEAVE

In the event that an employee's illness, disability or incapacitation caused by pregnancy/childbirth and confinement continues, and the employee has exhausted his/her accumulation of unused sick leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty-six (26) continuous weeks at the rate of 50% of the employee's base salary, which continuous twenty-six (26) week period may extend into the next calendar year. However, no employee shall be entitled to more than twenty-six (26) weeks in any one (1) calendar year.

A. Conditions of Eligibility

Extended sick leave benefits shall be available to employees who meet all of the following conditions:

1. An employee shall have completed his/her probationary period and shall be permanent or provisional, and a non-classified employee shall have completed three (3) months of service with the County.
2. An employee shall have exhausted his/her accumulation of unused sick leave days and shall have continued to be ill, disabled, or incapacitated due to pregnancy, childbirth and recuperation.
3. An employee must be under the care of a legally licensed physician and must have that physician complete an "Extended Sick Leave Application" and submit it to the Human Resources Division prior to the expiration of the employee's accumulation of unused sick leave days.
4. An employee on extended sick leave shall be required to produce periodic, written statements from his/her physician advising of the nature, extent and estimated duration of the illness, disability or incapacitation due to pregnancy, childbirth or recuperation, as well as a return to work statement. An employee on extended sick leave, may, at any time, be required to undergo a physical examination by a County designated physician.

B. Exceptions to Eligibility

Extended sick leave shall not be permissible beyond the recuperation period for childbirth except for complications, which are fully documented by the physician.

C. Status of Benefits

1. For the purpose of computing an employee's total length of service with the County, any period of extended sick leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire period of extended sick leave.
2. If an employee is on extended sick leave for the last seven (7) or less consecutive work days of a given calendar year and continues to be on extended leave into the following calendar year, he/she shall be credited with vacation, sick leave and personal days as if he/she had been working. If an employee is on extended sick leave for longer than the last seven (7) consecutive work days of a given calendar year and continues to be on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave and personal days upon return from extended sick leave. If an employee is on extended sick leave sometime during the remainder of the calendar year in which he/she is hired, he/she shall be credited, upon return from extended sick leave, with those vacation, sick leave and personal days he/she would have earned had he/she continued working.
3. If a County recognized Holiday occurs while an Employee is on extended sick leave, and if the employee would have received pay for this Holiday had he/she been working, the employee shall receive half pay for the Holiday, but shall not receive half pay for extended sick leave.
4. An employee on extended sick leave shall not be eligible for bereavement leave

D. Computation of Extended Sick Leave

Computation of payment for extended sick leave benefits shall be made on the basis of the number of hours normally scheduled for the employee to work per day whether on a full-time or part-time basis.

- E. When it becomes apparent that an employee will be exhausting his/her accumulation of unused sick leave days, the employee or his/her department head shall immediately notify the Human Resources Division. An "Extended Sick Leave Application" shall then be sent to the employee for his/her physician to complete. The completed "Extended Sick Leave Application" must be returned to the Human Resources Division prior to the expiration of the employee's accumulation of unused sick leave days so that it can be processed and so that a determination as to the eligibility can be made. In the event that the completed "Extended Sick Leave

Application” is not returned to the Human Resources Division prior to the expiration of the employee’s accumulation of unused sick leave days, the employee shall be placed on a leave without pay, until the completed “Extended Sick Leave Application” is received by the Human Resources Division, and a determination is made. If, in such an instance, it is determined that an employee is eligible to receive extended sick leave payments, the employee would then be reimbursed retroactively to the date he/she was first placed on leave without pay.

F. Recording Use of Extended Sick Leave

1. Each day, all department heads shall record any employee using extended sick leave on the “Daily Attendance Report.”
2. Each pay period, all department heads shall have their employees record any extended sick leave taken during that period on the “Time Sheets,” as described in the Time Sheet Instructions (Page 59 of Personnel Policy). The total extended sick day usage reported on the “Time Sheet” should coincide with the total extended sick day usage reported on the “Daily Attendance Reports” for a given pay period.
3. The Jail Division shall maintain a computerized record of leave balances on each employee for each year, and shall record daily any extended sick leave days that the employee has taken, maintaining a record of the total length of extended sick leave taken by an employee in each calendar year.

G. Return to Work

On the first day of an employee’s return to work after extended sick leave, the employee shall submit a return to work statement from his/her physician to his/her department head. The department head shall forward this statement to the Human Resources Division for placement in the employee’s medical file. In addition, the employee should telephone his/her department head as well as the Human Resources Division prior to returning to work so that arrangements can be made to change the employee’s status from half pay to full pay.

H. Maximum Use of Extended Sick Leave

1. Three (3) weeks prior to the expiration of the 26th week of extended sick leave, the Human Resources Division shall send a letter to the employee requesting him/her to obtain a statement from his/her physician concerning the employee’s ability to return to work. The statement from the physician must be received in the Human

Resources Division no later than one (1) week before the expiration of the 26th week of extended sick leave. If this statement is not received by the Human Resources Division in the time limit specified, the employee shall be placed on unauthorized leave without pay after the expiration of the twenty sixth (26th) week of extended sick leave. A certified letter shall be sent to the employee advising him/her of this action and advising that failure of the Human Resources Division to receive the required statement within five (5) working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered in good standing.

2. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the Human Resources Division shall process the necessary forms to terminate or retire the employee, which shall be considered to be in good standing.
3. If the physician certifies that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to return to work at a later date to the same or different position in the Department, the employee shall have the choice to be terminated or placed on leave without pay.
4. If a vacancy does not exist within the Department to which the employee can qualify, nor a vacancy to which the employee can transfer, the employee shall have the choice to terminate employment, or terminate from the Department and be placed on leave without pay.
5. An employee who has been placed on a leave without pay may not return to work unless he/she follows the steps outlined in Section G above.
6. An employee who is placed on leave without pay shall be required to produce periodic written statements from his/her physician concerning the condition and may, at anytime, be required to undergo a physical examination by a County designated physician.

Article XXI

WORK INCURRED INJURY

A. Leave Entitlement

When an employee covered under this agreement suffers an injury or illness which is compensable under the workers' compensation laws and results in the employee's inability to work, the employee shall be placed on an injury leave of absence, with full pay, for the duration of the period for which the employee is unable to work, up to a maximum of one (1) year from the date of the onset of the injury or illness.

For the purposes of this Article, injury or illness incurred while the employee is attending a County sanctioned training program shall be considered to arise out of and in the course of employment.

B. Verification of Injury or Illness During Leave

An employee on injury leave shall provide the County with periodic written statements from his or her treating physician advising of the nature, extent and estimated duration of the illness or injury. In addition, the County may at any time request that the employee be examined by a County designated physician at the County's expense.

C. Status of the Benefits While on Injury Leave

1. For the purpose of computing an employee's total length of service with the County, an injury leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire length of his or her injury leave
2. If an employee is on injury leave for the last seven or less consecutive work days of a given year and continues to be on injury leave into the following calendar year, he or she shall be credited with vacation, sick leave and personal days as if he or she had been working. If an employee is on injury leave for longer than the last seven consecutive work days of a given year, he or she shall be credited with vacation, sick leave and personal days upon return from injury leave, with those vacation, sick leave and personal days he or she would have earned had he or she continued working.
3. If a County recognized Holiday occurs while an employee is on injury leave, and if the employee would have received pay for the Holiday had he or she been working, the employee shall receive pay for that Holiday.

4. An employee on injury leave shall not be eligible for bereavement leave.

D. Computation of Injury Leave Pay

Computation of payment for injury leave shall be made on the basis of the number of hours normally scheduled for the employee to work per day whether on a full-time or part-time basis.

E. Effect of Injury Leave on Sick Day Accumulation

When an employee suffers an injury or illness which is determined to be compensable under the workers' compensation laws, the period during which the employee is unable to work shall not be construed as sick leave under the terms of the sick leave policy heretofore agreed upon between the parties.

When an employee suffers an injury or illness which is determined not to be compensable under the workers' compensation laws, the period during which the employee is unable to work shall be construed as sick leave under the terms of the sick leave policy heretofore agreed upon between the parties.

F. Dispute as to Compensability

In the event the employee contends that he or she is entitled to a period of disability beyond the period established by his or her treating physician, or a physician designated by the County or its insurance carrier, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such additional period of disability. The findings of the Division of Workers' Compensation, or of the last reviewing Court, shall be binding upon the parties.

G. Return to Work

On the first day of an employee's return to work after injury leave, the employee shall submit a return to work statement from his or her physician to his or her department head. The department head shall forward this statement to the Human Resources Division for placement in the employee's medical file.

H. Maximum Use of Injury Leave

1. Three (3) weeks prior to the expiration of the one-year period of paid injury leave, the Human Resources Division shall send a letter to the employee requesting him or her to obtain a statement from his or her physician concerning the employee's ability to return to work. The statement from the physician must be received in the Human Resources Division no later than one (1) week before the expiration of the one year period of paid injury leave. If this statement is not received by the Human Resources Division in the time limit specified, the employee shall be placed on an unauthorized leave without pay after expiration of the one year period of paid injury leave. A certified letter shall be sent to the employee advising him or her of this action and advising that failure of the Human Resource Division to receive the required statement within five (5) working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered in good standing.
2. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the Human Resources Division shall process the necessary forms to terminate or retire the employee.
3. If the physician certifies that the employee is unable to return to work upon conclusion of the one year period of paid injury leave, but may be able to return to work at a later date, the employee shall have the choice to terminate or be placed on a leave without pay. An employee who is placed on a leave without pay shall be required to produce periodic written statements from his or her physician concerning his or her condition and may, at any time, be required to undergo a physical examination by a County designated physician at the County's expense. If such an employee desires, he or she shall be considered for any County vacancy that he or she would be capable of performing, as certified by his or her physician.

Article XXII

VACATION

A. Vacation During the Remainder of the First Calendar Year of Employment

1. If an employee is hired before July 1st of a given year, he/she shall be eligible for a vacation during the remainder of said year. A full-time employee shall earn one (1) vacation day at full pay for each full month of service during the remainder of the calendar year in which employed; however, the maximum number of days a full-time employee may earn during the remainder of the calendar year in which employed shall not exceed ten (10) working days. For the purpose of this policy, any person hired as an employee on or before the 15th of a given month shall earn vacation time at the end of said month.

During the remainder of the calendar year in which employed, an employee may use vacation days only as earned; however, no vacation days may be taken until an employee has completed six (6) months of service.

2. If an employee is hired on or after July 1st of a given year, he/she shall not be eligible for a vacation during the remainder of said year. The employee also shall not earn vacation days during the remainder of said year.
3. At the beginning of the following calendar year a full-time employee shall be credited with vacation days in accordance with Schedule B below. However, in no case may vacation days be taken until an employee has completed six (6) months of service.

B. Vacation Schedule for Full-Time Employees

<u>Years of Service</u>	<u>Number of Days</u>
After completion of year in which hired, but less than 5 years on July 1	10 days/year
More than 5 years, but less than 10 years on July 1	12 days/year
More than 10 years, but less than 15 years on July 1	15 days/year
More than 15 years, but less than 20 years on July 1	18 days/year
More than 20 years, but less than 25 years on July 1	20 days/year
More than 25 years on July 1	25 days/year

C. Death

In the event of death of an employee, the employee's survivor, estate or administrator shall receive payment for the employee's unused vacation time computed in the same manner as it is for an employee who resigns in good standing after completing six (6) months of employment.

Article XXIII

OTHER LEAVES OF ABSENCES

A. Pregnancy Leave

In accordance with state and federal law, pregnancy is considered no differently than is any other disability. Accordingly, leaves of absence for pregnancy shall be handled in the same manner as any other disability.

B. Bereavement Leave

Bereavement leave with pay shall be provided to each employee in the event of the death of an immediate family member. Up to five (5) calendar days leave with pay may be taken in the case of the death of a father, mother, father-in-law, mother-in-law, grandparent, husband, wife, brother, sister, child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, including "step" and "half" relations.

An officer must take his/her leave starting no later than the day after the death of the family member. If the officer elects to start his/her leave later than that, each day of delay counts against his/her five days. (For example, if a family member dies on Monday, the 1st, officer must commence leave on Tuesday the 2nd. If an officer elects to start leave on Wednesday the 3rd, the officer gets only four days leave, etc.)

In the event of the death of other relatives or in-laws, an employee may utilize a vacation day(s), personal day(s) or leave of absence without pay.

C. Leave of Absence Without Pay

In the event of serious illness of a family member, for the purpose of child rearing, or other extraordinary personal reasons, a leave of absence without pay may be granted to an employee.

D. Jury Duty Leave

If an employee is summoned for jury duty, he or she will receive full pay for any time spent on jury duty. However, on those work days when the jury is not in session, or on days when an employee is excused from jury service prior to 2:00PM, the employee is expected to return to work for the balance of the shift.

E. Military Leave

Any employee who is a member of the organized reserve component of any Armed Forces of the United States or a member of the National Guard, the Naval Militia, or the Air National Guard shall receive a military leave of absence with full pay for all days on which the employee is engaged in field training. This shall also include such release time as is required to attend monthly Reserve's meetings should said meetings occur during an employee's regular work shift.

A leave of absence without pay shall be granted for all employees who are called to active duty during the course of their employment. Said leave shall continue for the full term of service in the Armed Forces and extend three (3) months beyond the employee's honorable discharge.

F. Time Off by Freeholder Action

Should the Board of Freeholders declare time off with pay for employees because of a special reason or because of severe weather conditions, employees covered by this Agreement shall be given an equal amount of compensatory time off to be administered in accordance with Article VIII of this Agreement.

Article XXIV

EDUCATIONAL REIMBURSEMENT

A. Application

An employee must submit an application for reimbursement to the Human Resource Division at least seven (7) working days prior to the course's starting date. Approval or disapproval shall be sent to the employee and the department head within five (5) working days of receipt of said application.

B. Eligibility

In order to be eligible for said reimbursement, an employee must be a full-time, permanent employee of the Department. Also, the course(s) taken must relate to the employee's present or future job responsibilities and must be taken on the employee's own time outside of regular work hours.

C. Reimbursement

Expenses for approved courses(s) will be reimbursed at 100% of the eligible expenses (course(s) tuition, registration fee, and laboratory fee). A satisfactory passing grade (customarily "C" or higher) must be achieved in the course(s) and the employee must remain in the service of the County for at least six (6) months following completion of the course.

Evidence of course(s) payment and a copy of the earned grade(s) must be submitted to the Warden, who will, in turn and expeditiously, process same. Payment shall be made at the rate of 50% within a few weeks of receipt of the necessary documentation and the remaining 50% six months from the successful completion of the course(s). Reimbursement shall be at the Rutgers rate.

Article XXV

CREDIT UNION AND DEFERRED ANNUITIES

- A. Membership is available to County employees in a credit union. Said contributions shall be made through automatic payroll deduction (APD).
- B. Minimum initial deposit may be fifty (\$50.00) dollars and there is a one (\$1.00) dollar fee.
- C. Available through APD, to the extent permitted by IRS law, is a “Deferred Compensation Program” offered through the National Association of Counties and a “Supplemental Annuities Program” offered through the Division of Pensions. Specifics are available through the Human Resource Division.

Article XXVI

LIFE INSURANCE

The County shall maintain a life insurance policy for all employees providing insurance in the amount of three and one-half (3 1/2) times the employee's salary.

Article XXVII

SAVINGS CLAUSE

- A. 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 decisions shall not invalidate the entire Agreement. It is the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

- B. 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 the members of the bargaining unit on and after January 1, 2001. The County shall pay the cost of any increase required to maintain such benefits at their present level.

Article XXVIII

BUSINESS AND FACILITIES

- A. The County shall provide the PBA with a bulletin board, which shall be placed in an area utilized by the officers. Use of said board shall be exclusively that of the PBA.
- B. The County agrees each calendar year to grant necessary time off, without loss of pay or other benefits, to up to six (6) members of the PBA selected as delegates to attend any State or National Convention of the New Jersey Policeman's Benevolent Association, as provided under N.J.S.A. 40A:14-177, provided that the PBA notifies the Sheriff of the date of such conventions upon the scheduling of such conventions by the State or National PBA. In addition, the PBA shall provide the Sheriff with the names of all such PBA members who will be attending such conventions at least three (3) weeks prior to each such convention.
- C. The County agrees each calendar year to grant necessary time off, without loss of pay or benefits, to one PBA delegate to attend up to nine (9) delegate meetings, provided that the PBA notifies the Sheriff of the date of such delegate meetings upon scheduling of such meetings by the State PBA. In addition, the PBA shall provide the Sheriff with the name of the PBA delegate who will be attending each delegate meeting at least two (2) weeks prior to each delegate meeting.
- D. The County agrees each calendar year to grant necessary time off, without loss of pay or other benefits, to the PBA President to attend up to six (6) President's meetings, provided that the PBA notifies the Sheriff of the date of each such President's meeting upon scheduling of each such meetings by the State PBA.
- E. The County agrees each calendar year to grant the PBA, without loss of pay or other benefits, twenty (20) eight hour tours per year for attendance at PBA business. The use of said time off shall be conditioned on prior notification by the PBA President, or his designee, to the Sheriff. Said use of time off shall be denied only in the event of a clear and present danger confronting the Sheriff's Office.
- F. The County agrees to continue to provide the current office space on the first floor in the New Jail Building for the sole and exclusive use by the PBA. The space provided shall remain open at all times and shall not be enclosed through use of a door, partition or other method. The County agrees to provide the Union with a locking file cabinet. The Union, at its own expense, may place a desk in the space and may install and use a phone in the space.

- G. For purposes of Union business, the PBA shall have the use on an “as needed” basis of a conference room during the day and shall have the use on an “as needed” basis of an all-purpose room after hours.
- H. The PBA President shall have the option to be scheduled on a regular day shift assignment with weekends off. It is understood that his/her super seniority right being exercised could result in another more senior officer being bumped.
- I. The County/Sheriff agrees to supply the PBA with all Standard Operating Procedures, memos, letters, etc. that effect the working conditions of the jail at least one week before they are to be effective, whenever possible.

Article XXIX

SENIORITY SELECTION OF SHIFTS AND DAYS OFF

The employer shall implement and maintain a shift selection and days off annual bidding process with the following provisions:

- A. The employer shall post a seniority list by November 1st of the preceding year.
- B. Seniority bidding shall commence November 1st.
- C. Bids shall be in writing
- D. The new schedule shall be posted by December 1st based upon the bids.
- E. The new schedule, which is the result of the seniority bidding process, shall be effective the first full week of January.
- F. Seniority shall be defined as follows:
 - Officer: Date of continuous employment as a Correction Officer at the Somerset County Jail.
 - Supervisor: Time in Rank
- G. The employer shall have the right to deviate from the procedure in special needs circumstances, including, but not limited to ensuring appropriate staffing levels and ensuring that at least one female officer is working each shift.
- H. The parties agree that there is one seniority list, regardless of gender.
- I. No individual shall be denied their seniority selection due to discrimination.
- J. It is further agreed that the minimum staffing level for female officers is one female. Management cannot deny female officers/supervisors their seniority choice of shifts and days off, except to the extent necessary to ensure that at least one (1) female officer is working each shift.
- K. It is recognized that a transition period may exist each January, which results from the new seniority schedules being implemented. It is the parties' intention to make their best efforts to avoid payment of overtime wages for additional hours worked during the transition period each year. For example, during this period, each officer may be caused to work an

extra shift in a work week in order to accommodate said officer's new annual work schedule. In such cases, said extra shift shall be paid at the straight time rate.

Article XXX

BREAKS

Employees shall be entitled to two (2) fifteen minute breaks per day. However, the Sheriff, or his designee shall have the right to prohibit or shorten any break when in his discretion, circumstances so require.

Article XXXI

LIABILITY INSURANCE

- A. The County will maintain liability insurance coverage for employees who are named in civil suits, in which bodily injury, property damage or personal injury is alleged to have occurred as a result of the employee's actions in the performance of his/her duties while on duty. Said coverage shall indemnify the employee for his/her reasonable defense costs and for a judgment against the employee, within the terms of the policy and not to exceed the policy limits.
- B. Notwithstanding anything else in this Article to the contrary, no liability insurance coverage shall be provided to employees: (1) who are named in a civil action instituted by another employee; (2) who are named in a criminal action; (3) who are involved in disciplinary proceedings; (4) for intentional injuries or damage; or (5) for injuries or damage caused while off duty.
- C. The foregoing description of applicable coverages and exclusions is only a summary. If there is any variation between the foregoing description and the terms of the policy, the policy will control. In addition, the definitions of all terms shall be in accordance with the definitions contained in the policy.
- D. Notwithstanding anything else in this Article to the contrary, the County retains the right to change the level and/or type of liability insurance coverage provided to employees at any time without prior negotiation.

Article XXXII

OFF DUTY WORK

The hourly rate under the Somerset County “Policy and Requirements for Employment for Off Duty Personnel” for bargaining unit members working off duty jobs shall be \$52.50. The County shall deduct fifteen percent (15%) from the hourly rate in effect at the time the off-duty work is performed in order to cover its costs of administration and benefits.

Article XXXIII

SWITCHING OF SHIFTS

The parties agree to the following procedure for Switching of Shifts:

- A. Any officer/supervisor requesting a switch of shift approval must do so by completing an application form for switch of shifts.
- B. All Correction Officers that request a switch will submit their request to the Scheduling Supervisor. Shift supervisors are only to approve requests that are no more than four (4) weeks apart. All other switches greater than four weeks apart must be submitted to the Scheduling Supervisor for him/her to record on the schedule board.
- C. All Superior Officers requesting a switch will submit their request to the Scheduling Supervisor for approval.
- D. Switch forms must be completed and signed by both parties requesting the switch.
- E. Switch forms that are not properly completed will not be approved.
- F. All switches require 24 hour notice, except in cases of emergency.
- G. Last minute, emergency switches will be approved by the Shift Commander, only if the nature of the emergency is stated on the switch form.
- H. Provided Correction Officers who seek to switch shifts have completed and executed the proper forms, the switch shall be reasonably approved by the Scheduling Supervisor so long as the following requisites are met:
 - 1) Correction Officers will be permitted to switch their full eight (8) hour shift with another Correction Officer provided:
 - a) They work no more than three (3), sixteen (16) hour shifts in a seven (7) day period;
 - b) The Correction Officer has eight (8) hours off before his/her next regularly scheduled shift; and
 - c) The third switch, if sought, occurs immediately prior to the Officer's regular day off (RDO)

- I. Only Superior Officers shall be permitted to switch with other Superior Officers.
- J. Male Officers are permitted to switch with female Officers as long as the minimum staffing requirements are met (one female on duty).
- K. The Scheduling Supervisor approving the switch shall be responsible for recording the switch on the schedule board designated for switches.
- L. Should an Employee call in sick on his/her next scheduled shift immediately following the switched shift they worked (as long as the switch caused a double shift), they will lose their right to switch shifts (double shifts only) for a thirty (30) day calendar period. Should the officer violate this policy for a second time or more in a six (6) month period, the officer shall lose their right to switch shifts (double shifts only) for a ninety (90) day calendar period.
- M. The parties agree that the penalty set forth above in Section L constitutes the punishment for violating this policy, but does not diminish the Employer's managerial prerogative to discipline officers (e.g. for excessive absenteeism, poor performance, etc.).
- N. Should the Employer be able to conclusively demonstrate a reduction in the performance standards in a majority of the Correction Officers who work switched shifts, the PBA and the Employer agree to discuss alternative policies and procedures.

Article XXXIV

COPY OF AGREEMENT

The County agrees to supply each employee with a copy of this Agreement. The PBA shall type the master.

Article XXXV

TERM AND RENEWAL

This agreement shall have a term from January 1, 2004 to December 31, 2006. If the parties have not executed a successor agreement by December 31, 2006, then this agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

Somerset County Board of Chosen Freeholders

By: _____

Dated: _____

Somerset County Sheriff

By: _____

Dated: _____

New Jersey PBA Correction Officers Local No. 177

By: _____

By: _____

Dated: _____

APPENDIX A-1

BASE SALARY GUIDE

	<u>Eff.</u> <u>01/01/04</u>	<u>Eff.</u> <u>01/01/05</u>	<u>Eff.</u> <u>01/01/06</u>
Step 1	\$35,583	\$36,829	\$38,118
Step 2	\$38,764	\$40,121	\$41,525
Step 3	\$41,309	\$42,755	\$44,251
Step 4	\$43,631	\$45,159	\$46,739
Step 5	\$45,861	\$47,466	\$49,127
Step 6	\$48,092	\$49,776	\$51,518
Step 7	\$50,321	\$52,082	\$53,905
Step 8	\$52,552	\$54,391	\$56,295
Step 9	\$54,783	\$56,700	\$58,684
Step 10	\$58,890	\$60,952	\$63,085
Step 11 (Maximum)	\$63,936	\$66,493	\$69,153

Appendix A-2

BASE SALARY GUIDE

	<u>EFF.</u> <u>01/01/04</u>	<u>EFF.</u> <u>01/01/05</u>	<u>EFF.</u> <u>01/01/06</u>
CORPORAL	\$67,087	\$69,770	\$72,561
SERGEANT	\$74,107	\$77,071	\$80,154
LIEUTENANT	\$81,517	\$84,778	\$88,169
CAPTAIN	\$89,669	\$93,256	\$96,987
CHIEF	\$98,637	\$102,582	\$106,686

Appendix A-3

OVERTIME PROCEDURE

- I. Rotating Alphabetical Calling Card System
 - A. When there is an opening on the next shift, the Shift Commander or his designee shall utilize the alphabetical card system file located in the Shift Commander's office.
 - B. Each officer called will be told there is an overtime opening for the next shift (first half, second half, or full). An officer may elect any or all of the three possible choices. Their responses shall be recorded on the Overtime Calling sheet (see attachment). **These responses shall be used for future overtimes for that shift.**
 - C. **Overtime shall be first filled in by four-hour increments, then by eight-hour increments. If an individual is RDO or off for any reason, and he/she elected to work the full shift, he/she shall be given the full overtime, as long as no other officer called before him/her wanted a four-hour shift. If another opening occurs, then the first person RDO, who requested a full shift, shall be given it. (This procedure is to be used as long as the alphabetical calling cards are not exhausted. See C-4 procedure when cards are exhausted). Shift Commanders shall let the phone ring at least five times, or until a person or answering machine picks up. This ensures a record of the call being made. If an answering machine picks up, the Shift Commander shall leave a message. The Shift Commander is not required to call more than one phone number per card.**
 1. For example, if the 4-12 Shift Commander is calling for overtime on the 12-8 shift, he shall ask the officer if he/she wants the 12-4AM, 4AM-8AM, or the full shift
 2. After filling one part of the shift, the Shift Commander or his/her designee shall continue to call around to fill the other half.
 3. If another opening occurs, the Shift Commander shall revert to the Overtime Calling Sheet for officers interested. Example, if the overtime shift is filled, and another opening occurs, the first officer that requested a first half shall be given it. If only one of the two halves is filled, the Shift

Commander shall go forward in the card system. If an officer is RDO or off for any reason, and he/she elected to work a full shift, he/she shall be given the full opening, provided no other officers before him/her wanted a four-hour shift. After all previous responses are exhausted from the overtime Sheet, the Shift commander shall go forward with the card system.

4. **If the overtime is not filled (i.e., all the cards are exhausted), the first officer requesting a full shift, regardless if they were given a four-hour shift or not, shall be given the entire shift, if they want it. The Shift Commander then shall make adjustments to the overtime distribution based on the Overtime Sheet.**
5. If after going through the entire card system, overtime cannot be filled, the mandatory board will be used. Mandatory overtime will be issued in reverse seniority order.
6. All overtime shall be filled using the alphabetical card system.

II. Emergency Overtime Procedure

- A. There may be instances where an officer must leave his/her shift early due to an emergency. The Shift Commander may be allowed to call the on-coming shift to get a replacement to work. This is the only time that the alphabetical card system will not be used. Emergency overtime **DOES NOT** include the following:
 1. An officer needs to leave a shift early, but gives the shift commander at least one hour notice. The Shift Commander shall revert to the Overtime Sheet from the previous shift to see if any individual that wanted to work a second half wants to come back. If not, then the Shift Commander shall utilize the alphabetical card system.
 2. Scheduling Errors: If a scheduling error occurs, then the Shift Commander shall revert to the Overtime Sheet from his/her shift. If that does not work, then the Shift Commander shall utilize the alphabetical calling card system. The least senior officer, with the least amount of mandatory overtime, shall be ordered to stay until a replacement comes in.

III. Female Overtime Openings/Supervisor Overtime Openings

- A. The minimum staffing requirements for female officers is one female on duty. The minimum staffing requirements for supervisors is two supervisors on duty. **Female or supervisors that are on light duty status do not count towards the minimum staffing levels.**
- B. When an opening occurs in these instances, the alphabetical card system for female officers and supervisors shall be used.
- C. The same procedure for the rotating alphabetical card system in Part I shall be used.
- D. **If a female/supervisor is needed for the next shift, they shall receive a mandatory overtime. If that female/supervisor is scheduled for a switch the shift immediately following the one that they are needed for, then staffing needs shall supercede. Their end of the switch shall be cancelled, and he/she shall owe one shift to the County. This shift will be agreed upon by the individual and scheduling supervisor.**

IV. Mandatory Overtime

- A. Mandatory overtime will be issued in reverse seniority order. The least senior officer/supervisor with the least amount of mandatory overtime will be ordered to stay.
- B. All mandatory overtime will be recorded on the Mandatory Board and the Shift Report.
- C. A mandatory overtime shall be a minimum of two hours.
- D. Officers/Supervisors working mandatory overtime shall be given preference by the Shift for post selection.
- E. All officers/supervisors will and should be prepared for the possibility of working mandatory overtime (i.e., childcare or any other personal matters).

V. Overtime Sheet

- A. The Shift Commander shall record all officer's responses on the Overtime Sheet. These sheets will be forward to the Scheduling Supervisor.
- B. The Scheduling Supervisor shall forward these sheet's to the PBA President.

VI. Specialized Overtime

- A. There may be certain situations in which the Department, because of special skills or other attributes of a particular officer/supervisor or otherwise pursuant to inherent managerial prerogative, determines that it is in the best interest of the employer to bypass an employer or employees in the rotating alphabetical card system.
- B. Bypassing the alphabetical card system should be used as a last resort. If particular officer(s) or supervisor(s) are deemed needed in certain situations then those qualified officers/supervisors should be pulled from the Correctional Line Staff personnel that are scheduled for regular work hours. The overtime that is created shall be filled through the alphabetical card system.**
- C. If a specialized event, training, etc. is scheduled, then the scheduling supervisor shall make the appropriate schedule changes in order to ensure that overtime will be filled for correctional line staff through the alphabetical card system.**
- D. The following overtime-alphabetical rotating card system will be used in the situations when no one else on the shift is qualified to work:**
 - 1. Firearm qualified officer rotating cards (Includes both CRT and Non-CRT)**
 - 2. Kitchen qualified rotating cards.**

VII. Overtime Restrictions/Miscellaneous Information

- A. The alphabetical rotating card system is the only system that is to be used to distribute overtime. All supervisors should use this system for any openings, except for an emergency overtime, where an immediate replacement is needed and no one is available to stay.
- B. This overtime policy is intended to limit the number of continuous sixteen-hour shifts.
- C. For any individual who is RDO or off for any reason, they may opt to work the full eight hour shift, provided that one is available to them at the time they are called. If a full shift is not available, the

person RDO can be marked down for a full eight-hour shift, if he/she wants one. Later that shift, if another overtime opening becomes available, that person RDO will be called back and told he/she has the entire eight-hour shift, if they still want it.

- D. An individual who is off on a switch of shifts is eligible to come in for overtime on that shift.
- E. Individuals are allowed to work up to two (2) eight (8) hours shifts consecutively.
- F. After working two, eight-hour shifts consecutively, an officer needs eight hours off before the start of his next scheduled shift or overtime shift (**overlap period excluded**).
- G. Individuals are allowed to work their shift, leave for four hours, and come back for the second half of the following shift. But, they must then have eight hours off before the start of their next shift (**overlap period excluded**).
 - 1. Example: An officer works the 8-4 shift. He/she then elects to come back at 8:00PM for the 8:00PM to 12:00AM shift. He/she is allowed to do this. He may not return to work until the following 8:00AM shift to give him eight hours off (overlap period excluded).
- H. An officer that works twelve consecutive hours must have eight hours off before their next, regularly scheduled shift or overtime shift (**overlap period excluded**).
- I. The Shift Commander will record the number of hours of overtime worked ext to each employee's name.
- J. **Calling for overtime shall commence at the following times for each shift:**

12 to 8 Shift	6:00AM
8 to 4 Shift	12:00PM
4 to 12 Shift	8:00PM
- K. **Any complaints that an individual has concerning the overtime procedure, shall be made in writing to the Scheduling Supervisor, with a copy sent to the PBA President.**