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AGREEMENT

Between

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

and

THE FRATERNAL ORDER OF POLICE LODGE #39

January 1, 2002 through December 31, 2004

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THIS AGREEMENT made for the period of January 1, 2002 through December 31, 2004 BETWEEN SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter sometimes referred to as the "County" AND THE FRATERNAL ORDER OF POLICE, LODGE # 39, hereinafter sometimes referred to as the "F.O.P. "

ARTICLE I

RECOGNITION

1.1 The County recognizes the F.O.P. as the sole and exclusive representative for purposes of collective bargaining of a unit composed of all Sheriff's officers. This unit does not include superior officers (Sgt., Lt., Cpt., Major and Chief), Correction Officers or members of the Identification Bureau.

ARTICLE II

SALARIES

2.1 Base wage rates for Officers covered by this Agreement are increased as follows: (A) Steps 1-10: effective January 1, 2002 - 3% across the board; effective January 1, 2003 - 3% across the board; effective January 1, 2004 - 3% across the board; (B) Step 11: effective January 1, 2002 - 4% across the board; effective January 1, 2003 - 4% across the board; effective January 1, 2004 - 4% across the board; those salaries are as set forth on Schedule A annexed hereto.

2.2 The salary guide attached as Schedule A is intended to be an automatic annual step increment system which provides each Sheriff's Officer on the guide with an advancement of one step on the guide each year until the maximum is reached.

2.3 All Sheriff's Officers that complete one-half (½) year of service with the Sheriff's Department less than the number of years required to be placed on the highest step of the Salary Guide, will have their base salary adjusted on the next January 1 to an amount equal to the highest base salary being paid to any other member of the bargaining unit. This Subsection is eliminated for Sheriff's Officers hired on or after January 1, 2003. This Subsection shall only be

applicable to Sheriff's Officers hired before January 1, 2003 and those Sheriff's Officers shall be "grandfathered" for purposes of his Subsection.

ARTICLE III

LONGEVITY

3.1 All Sheriff's Officers 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 than the wage rate, exclusive of payments on account of fringes or other extra compensation.

3.2 The longevity schedule is as follows:

Officer Who Shall have Completed:

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

3.3 Longevity computation shall include all County service time.

ARTICLE IV

COMPENSATION IN PROMOTIONAL CONTEXTS

4.1 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 individuals appointed to an acting position, and on the sixth (6th) day for those assigned to such position.

ARTICLE V

OVERTIME

5.1 Time and one-half payment shall be made for all overtime hours worked above 40 hours in any one scheduled work week, or similar work period. The computation of such overtime shall be based upon the officer's hourly rate in effect at the time that the overtime is performed.

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

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

5.4 An overtime list based on seniority within the department shall be maintained in a central location accessible to all unit members.

5.5 All overtime shall be assigned on a rotational basis from the overtime list referred to in Article 5.4. It shall be indicated on the list the date, time and result of each contact or attempted contact. Notwithstanding the foregoing, the Sheriff shall not be required to assign overtime on a rotational basis from the overtime list for special service assignments (such as jail back up and riot situations).

5.6 After 10:00 a.m. on each regularly scheduled payday, time sheets will list all overtime hours worked for the pertinent time period as of the date each officer is required to sign said time sheets.

5.7 Effective January 1, 2003, hours worked over and above 40 hours in any one week, as stated in Article V, Section 5.1, will be termed overtime. For all Officers 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 Officer'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 Officer's option is to take compensatory time off, the time must be scheduled during the calendar year in which the overtime was worked, with the Officer's supervisor's approval. A maximum of 40 compensatory time off hours shall be allowed to accumulate at any time; any hours over 40 hours shall be paid in cash in the following pay period at the rate of one and one-half hours of cash overtime for each one hour of work.

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. During the month of December 1 through December 31 of each year, any time worked over the 40 hours shall be paid as cash overtime.

Overtime shall be recorded on Time Sheets (see Schedule B for form) and submitted to Finance. A compensatory time sheet shall be established for each Officer. When entering compensatory time, a supervisor will sign off for the time worked by the Officer. 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 VI

MINIMUM CALL-IN TIME

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

6.2 Officers shall start accruing call-in time benefits as of the time that personal contact is made; provided, however, that no officer shall be paid for more than 30 minutes of time spent responding to the workplace.

ARTICLE VII

HOLIDAYS

7.1 All individuals in the unit employed in the Sheriff's Office shall be granted the following holidays with pay:

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

7.2 In the event that the County shall declare a holiday or other time off with pay for all other County employees, then the individuals of the unit shall receive like treatment. An officer 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 purpose hereof, the vacation accrual period will be considered the calendar year.

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

1-5 years	80 hours
6-10 years	96 hours

11-15 years	120 hours
16-20 years	144 hours
21-25 years	160 hours
26+ years	200 hours

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

ARTICLE IX

SICK LEAVE

9.1 New officers shall earn sick leave time of eight (8) hours for each full month of service during the remainder of the calendar year employed.

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

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

9.4 Should an officer die, resign in good standing or be terminated through no fault of his/her own after 10 years of service or more, the officer shall receive payment for one-third (1/3) of his/her accumulated, unused sick leave days. Payment shall also be received for one-twelfth of the sick leave days 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 officer resigning not in good standing or terminated as a result of disciplinary action shall not receive payment for accumulated sick leave days.

9.5 Upon retirement, an officer shall receive payment for one-half of any accumulated and unused sick leave days carried over from the previous calendar year, regardless of length of service. Further, officer shall receive payment for one-twelfth of the sick leave days credited at the beginning of the retiring year for each full month, provided said days have not been used.

ARTICLE X

EXTENDED SICK LEAVE

10.1 In the event that an officer's illness, disability or incapacitation caused by pregnancy/childbirth and confinement continues and the officer 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 officer's base salary, which continuous 26 week period may extend into the next calendar year. However, no officers will be entitled to more than 26 weeks in any one (1) calendar year.

10.2 Conditions of Eligibility

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

(A) An officer 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.

(B) An officer 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.

(C) An officer 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 Personnel Office prior to the expiration of the officer's accumulation of unused sick leave days.

An officer 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 officer on extended sick leave, may, at any time, be required to undergo a physical examination by a County-designated physician.

10.3 **Exceptions to Eligibility**

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

10.4 **Status of Benefits**

(A) For the purpose of computing an officer's total length of service with the County, any period of extended sick leave shall not be considered a break in service, and the officer shall be able to accumulate service credit during the entire period of extended sick leave.

(B) If an officer 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 officer 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 officer 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.

(C) If a County-recognized holiday occurs while an officer is on extended sick leave, and if the officer would have received pay for this holiday had he/she been working, the officer shall receive half pay for the holiday but shall not receive half pay for extended sick leave.

(D) An officer on extended sick leave shall not be eligible for bereavement leave.

10.5 **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 officer to work per day whether on a full-time or part-time basis.

10.6 Maximum Use of Extended Sick Leave

If an officer has exhausted the maximum of 26 weeks of extended sick leave, a statement shall be requested from his/her physician concerning the officer's ability to return to work. If the officer's physician certifies that the officer is totally and permanently incapacitated and unable to return to work, the officer shall be terminated or retired. Such termination shall be considered to be in good standing. If the officer's physician states that the officer is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date to a different position, the officer shall have the choice to terminate or be placed on a leave without pay. An officer 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 any time, be required to undergo a physical examination by a County-designated physician. If such an officer desires, he/she shall be considered for any County vacancy that he/she would be capable of performing, as certified by his/her physician.

10.7 When it becomes apparent that an officer will be exhausting his/her accumulation of unused sick leave days, the officer or his/her department head shall immediately notify the Personnel Office. An "Extended Sick Leave Application" shall then be sent to the officer for his/her physician to complete. The completed "Extended Sick Leave Application" must be returned to the Personnel Office prior to the expiration of the officer'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 Personnel Office prior to the expiration of an officer's accumulation of unused sick leave days, the officer shall be placed on a leave, without pay until the completed "Extended Sick Leave Application" is received by the Personnel Office and a determination is made. If, in such an instance, it is determined that an officer is eligible to

receive extended sick leave payments, the officer would then be reimbursed retroactively to the date he/she was first placed on a leave without pay.

10.8 Recording Use of Extended Sick Leave

(A) Each day all department heads shall record any officer using extended sick leave on the "Daily Attendance Report. "

(B) Each pay period all department heads shall have their officers 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 Sheets" should coincide with the total extended sick day usage reported on the "Daily Attendance Reports" for a given pay period.

(C) The Personnel Office shall maintain a computerized record of leave balances on each officer for each year, and shall record daily any extended sick leave days that the officer has taken, maintaining a record of the total length of extended sick leave taken by an officer in each calendar year.

10.9 Return to Work

On the first day of an officer's return to work after extended sick leave, the officer 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 Personnel Office for placement in the officer's personnel file. In addition, the officer should telephone his/her department head as well as the Personnel Office prior to returning to work so that arrangements can be made to change the officer's status from half pay to full pay.

10.10 Maximum Use of Extended Sick Leave

Three (3) weeks prior to the expiration of the 26th week of extended sick leave, the Personnel Office shall send a letter to the officer requesting him/her to obtain a statement from his/her physician concerning the officer's ability to return to work. The statement from the

physician must be received in the Personnel Office 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 Personnel Office in the time limit specified, the officer shall be placed on an unauthorized leave without pay after the expiration of the 26th week of extended sick leave. A certified letter shall be sent to the officer advising him/her of this action and advising that failure of the Personnel Office to receive the required statement within five (5) working days of receipt of the warning letter shall result in the officer's services being terminated. Such termination shall not be considered in good standing. If the officer's physician certifies that the officer is totally and permanently incapacitated and unable to return to work, the Personnel Office shall process the necessary forms to terminate or retire the officer.

(A) If the physician certifies that the officer is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date, the Personnel Office shall process the necessary form to place the officer on a leave without pay.

(B) If a vacancy does not exist within the Department to which the officer can qualify nor a vacancy to which the officer can transfer, the officer shall have the choice to terminate employment, or terminate from the Department and be placed on leave without pay.

(C) An officer who has been placed on a leave without pay may not return to work unless he/she follows the steps outlined in Section H. above.

ARTICLE XI

WORK INCURRED INJURY LEAVE

11.1 Leave Entitlement

When an officer covered under this Agreement suffers an injury or illness which is compensable under the workers' compensation laws and results in the officer's inability to work, the officer shall be placed on an injury leave of absence, with full pay, for the duration of the

period for which the officer 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 purpose of this Article, injury or illness incurred while the officer is attending a County sanctioned training program shall be considered to arise out of and in the course of employment.

11.2 Verification of Injury or Illness During Leave

An officer 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 officer be examined by a County-designated physician at the County's expense.

11.3 Status of Benefits While on Injury Leave

(A) For the purpose of computing an officer's total length of service with the County, an injury leave shall not be considered a break in service, and the officer shall be able to accumulate service credit during the entire length of his or her injury leave.

(B) If an officer is on an 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 officer 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.

(C) If a County recognized holiday occurs while an officer is on injury leave, and if the officer would have received pay for the holiday had he or she been working, the officer shall receive pay for that holiday.

(D) An officer on injury leave shall not be eligible for bereavement leave.

11.4 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 officer to work per day whether on a full-time or part-time basis.

11.5 Effect of Injury Leave on Sick Day Accumulation

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

11.6 Dispute as to Compensability

In the event the officer 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 officer to establish such additional period of disability by obtaining a judgement 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.

11.7 Return to Work

On the first day of an officer's return to work after injury leave, the officer 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 officer's personnel file.

11.8 Maximum Use of Injury Leave

(A) 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 officer requesting him or her to obtain a statement from his or her physician concerning the officer'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 specified, the officer shall be placed on an unauthorized leave without pay after the expiration of the one year period of paid injury leave. A certified letter shall be sent to the officer advising him or 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 officer's services being terminated. Such termination shall not be considered in good standing.

(B) If the officer's physician certifies that the officer 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 officer.

(C) If the physician certifies that the officer 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 officer shall have the choice to terminate or be placed on a leave without pay. An officer 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 officer 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 XII

OTHER LEAVES

12.1 **Bereavement.** Officers may be granted up to five days of bereavement leave, with pay, for the death and funeral of an immediate family member. Immediate family member means a mother, father, mother-in-law, father-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister-in-law and brother-in-law, sister or step or half relative of a similar nature. In the event of a death of another relative or in-law, an officer may request a vacation or personal day(s).

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

12.3 **Military Leave.** An officer 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.

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

12.5 **Time Off By Freeholder Action.** Should the Board of Freeholders declare time off with pay for employees because of special reasons or because of severe weather conditions, officers covered by this Agreement shall be given an equal amount of compensation time off to be administered in accordance with this Agreement.

ARTICLE XIII

HEALTH/LIFE BENEFITS

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 leave of absences, vacation and sick leave. The health benefit plans are as follows:

(A) **The traditional Somerset County health benefits program administered through the Oxford Health Ltd.** In this plan, basic hospital benefits, basic medical-surgical benefits, and extended hospital and medical-surgical benefits are provided by the County and administered through the Oxford Health Ltd.

(B) **Basic Health Maintenance Organizations (HMO) and Supplemental Benefits Program.** In this plan, hospital, surgical, and medical care is provided only by physicians and other staff of the HIP of New Jersey and affiliated hospitals, physicians' offices, and extended care facilities to employees residing in the HIP of New Jersey service area, as outlined in the "HIP of New Jersey Benefits Program" booklet. The average charge is \$1 per visit. This program also provides a Supplemental Benefits program, similar to Major Medical, which gives added financial assistance for medical expenses not covered under the basic HMO program.

(C) **CoMed**

Under this plan the officer chooses a CoMed participating private physician. There is no Health Care Facility. There is a nominal fee for each visit.

13.2 **Dental.** The County also provides a Dental Plan provided by Blue Shield of New Jersey to officers only. The effective date is the first of the month after completion of two full months of service. Coverage remains in effect during periods of approved leave of absence, sick leave and extended sick leave. The Plan includes the following coverage: preventative/diagnostic dental services are provided at 100% of the usual, customary or reasonable (UCR) fee charged

by dentists. Basic therapeutic/treatment, additional basic services and periodontic are provided at 80% of UCR. Prosthodontics, including missing teeth, is allowable at 50% of UCR.

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

13.4 **Life Insurance.** Most officers who are enrolled in PERS or in the Police and Firemen's Retirement System 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.

13.5 **Deferred Compensation Program.** Officers may participate in the County Deferred Compensation Plan in the manner set forth in the County Personnel Policy.

ARTICLE XIV

EDUCATIONAL REIMBURSEMENT

14.1 General

It is the policy of Somerset County to encourage the development and career progress of its employees. The purpose of the educational reimbursement program is to assist such development and growth by providing full-time regular employees with financial assistance for training and courses which are related to the employee's present position or to future positions within the Sheriff's Office.

14.2 Consideration of Requests for Educational Reimbursement

A Committee of Peers shall approve or disapprove requests for educational reimbursement on the basis of the following:

- (A) A determination as to whether the course for which educational reimbursement has been requested relates to the employee's present or potential future position with the Sheriff's Office.
- (B) A determination of whether the course for which educational reimbursement has been requested can be paid for through another funding source (e.g. Veteran's benefits).
- (C) The availability of funds budgeted for educational reimbursement.

14.3 Eligible Courses

- (A) An eligible course must be offered by Rutgers University. If a course is offered at another college, university or by another type of institution or organization, a waiver must be approved by the Peer Committee.
- (B) An eligible course must be taken by an employee on his/her own time, outside of regular work hours. The only exception to this may be when there is a course that is not offered at such time by any area educational institution and when a course taken during working hours will not interfere with the employee's ability to perform the duties of his/her position, as determined by the Sheriff.
- (C) A course meeting one or more of the following requirements shall be considered eligible for the educational reimbursement program:
 - 1) A course shall be directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
 - 2) A course will prepare an employee for potential advancement within the Sheriff's Department.
 - 3) A course is part of a degree program which is directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
 - 4) A course is part of a degree program which will prepare an employee for potential advancement within the Sheriff's Office.

14.4 Eligible Expenses

- (A) Expenses which are normally eligible for reimbursement include the course tuition, registration fee, and laboratory or other fee directly related to the course and actually paid by the employee. Expenses which are not eligible for reimbursement include an application, matriculation, or graduation fee; an activity or health fee; the cost of books, supplies, or equipment; deposits for and/or laboratory breakage; meals; parking fees; travel expenses; and the like.
- (B) An employee whose course has been approved shall usually be reimbursed for 100% at Rutgers' rate of the eligible expenses as described above upon successful completion of the course.

14.5 Conditions of Reimbursement

If an employee's course has been approved for reimbursement, he/she shall be reimbursed, as described above, provided the following conditions are met:

- (A) An employee must obtain a satisfactory passing grade of "C" or better. In numerical grading systems, only those grades above the grade classified as "poor" will be considered satisfactory. For example, the Rutgers scale of marking is: 1 - distinction; 2 - high quality; 3 - fair; 4 - poor; and 5 - failure. Therefore, in this example, only those employees receiving a 1,2, or 3 grade would be reimbursed.
- (B) An employee is not receiving reimbursement for the course from another source; if this is the case, the County shall pay the difference between what the other source paid and the total eligible expenses.
- (C) An employee must be employed by the County at the conclusion of an approved course to receive the reimbursement. An employee who resigns or is terminated prior to the completion of an approved course shall forfeit any right to such reimbursement.
- (D) An employee must remain employed by the County for two (2) years upon completion of a degree or will pay back 100% of the Rutgers rate. Any employee entering into a degree program will sign an agreement to these terms.

14.6 Application Procedure

- (A) An employee is required to discuss his/her desire to take a course under this program with the Sheriff. The employee should be prepared to discuss the length of the course, the place at which the course will be held, the amount of tuition for the course, and the reasons for taking the course.
- (B) The employee shall complete an "Educational Reimbursement Application" in triplicate, if he/she feels the course in question is warranted. All copies of the completed application shall be forwarded to the Project Specialist, Division of Human Resources for consideration by the Peer Committee. To be considered for reimbursement, an application must be received by the Division of Human Resources at least seven working days prior to the course's starting date.
- (C) The Committee shall review all requests and shall approve or disapprove the course and shall note this appropriately on all copies of the application. Two copies shall be returned to the Sheriff; one is to be retained by the Peer Committee and the other is to be given to the employee. The approved or disapproved applications shall be sent to the Sheriff within five working days after their original receipt in Human Resources.

14.7 Reimbursement Procedure

Upon the completion of an approved course, the employee shall present the following to the Sheriff: 1) the employee's copy of the approved "Educational Reimbursement Application," 2) evidence of payment for the eligible expenses of the course, and 3) the grade obtained. If a satisfactory grade has been obtained, the Sheriff shall forward the above material to Human Resources where a voucher for the cost of the eligible expenses shall be prepared. Human Resources shall then forward the voucher to the Treasurer's Office for payment. Employees shall be paid within one month of submission of the completed documents to the Division of Human Resources. Prior to the last year's courses for a degree program, an employee will sign a contract with the County to remain in employment for two (2) years upon the successful completion of a degreed program.

ARTICLE XV

CLOTHING ALLOWANCE

15.1 The parties hereto agree that the County will provide each officer with the necessary set of uniforms and replace such uniforms as needed. The officer shall be responsible for the maintenance of said uniform, and shall receive the sum of eight hundred and fifty dollars (\$850.00) for the year or the prorated portion thereof for this purpose. This allowance shall be paid on a monthly, prorated basis.

15.2 Each uniformed officer shall receive a shoe allowance of one hundred and twenty dollars (\$120.00) per year, to be paid in two increments, on or about the first of January and the first of July of each year.

ARTICLE XVI

PERSONAL DAYS

16.1 Full-time officers shall be granted three (3) personal days (24 hours) per year. These days may be taken in no less than half day increments.

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

ARTICLE XVII

SHIFT DIFFERENTIALS

17.1 During such time that the Sheriff maintains a 4:30 p.m. to 12:30 a.m. and a 12:30 a.m. to 8:30 a.m. shift, those Sheriff's Officers working the 4:30 p.m. to 12:30 a.m. shift shall receive a shift differential of \$.40 per hour, and those Sheriff's Officers working the 12:30 a.m. to 8:30 a.m. shift shall receive a shift differential of \$.80 per hour.

17.2 Officers entitled to payment pursuant to Article 17.1 shall receive such pay during the regular pay period.

ARTICLE XVIII

MEAL REIMBURSEMENTS

18.1 Officers who are required to perform out-of-county transportation runs and who have been on duty for at least four hours shall be reimbursed for meals purchased during such out-of-county transportation runs, up to the following maximum limits:

- (A) \$ 4.50 for breakfast
- (B) \$6.50 for lunch
- (C) \$12.50 for dinner

18.2 The above reimbursement levels shall be inclusive of any gratuities. Any gratuity in excess of 15% shall not be reimbursed.

18.3 Reimbursements will be conditioned upon submission of an appropriate receipt.

ARTICLE XIX

SNOW DAYS

19.1 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.

19.2 If officers are required to work on snow days, these officers shall be paid at the rate of time and one half. The Officers shall receive a minimum of four (4) hours of overtime pay if they are called in to work on snow days.

19.3 In the alternative, Officers called in to work on snow days may elect to take another day off with pay.

ARTICLE XX

GRIEVANCE PROCEDURE

20.1 A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute between the officers and the employer.

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

20.3 Any grievance arising between the employer and an officer shall be settled in the following manner:

STEP 1. The aggrieved officer must present his grievance to his direct supervisor within fifteen (15) days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the direct superior within fifteen (15) days, the grievance may be appealed to STEP 2. Such appeal must be made within five (5) working days of the receipt by the Officer of the superior's decision.

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

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 officer

grievance may be referred to the New Jersey Public Employment Relations Commission without the written approval of F.O.P. Lodge #39.

20.4 The Arbitrator shall be limited to violations of this 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.

20.5 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 officers involved.

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

ARTICLE XXI

DISCIPLINE

21.1 No officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation or be deprived of any occupational advantage or given an adverse evaluation of his services without just cause.

21.2 The arbitrability of grievances concerning discipline shall be in accordance with governing statutory and common law.

21.3 Discharge shall be in accordance with governing statutory and common law.

ARTICLE XXII

F.O.P. MEMBERS

22.1 The County agrees to deduct from the salaries of its officers, subject to this Agreement, dues for the F.O.P. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. 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.

22.2 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 officer.

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

ARTICLE XXIII

DEPARTMENTAL INVESTIGATIONS

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

- (A) 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.
- (B) The interrogation shall take place at a location designated by the Sheriff and will usually occur in the Sheriff's Office.
- (C) The member of the department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.
- (D) 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.
- (E) The member of the department shall not be subject to any offensive language.
- (F) At every stage of the proceedings, the Sheriff shall afford an opportunity for a member of the department, if he so requests, to consult with counsel and/or his F.O.P. representative before being questioned concerning a violation of the rules and regulations.
- (G) 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.
- (H) Under no circumstances shall an officer be subject to any charge whatsoever after 45 days, as calculated under N.J.S.A. 40A: 14-106a.

ARTICLE XXIV

RIGHTS TO F.O.P. REPRESENTATION

24.1 All Officers who are involved in conferences, meetings or interviews with administrative or supervisory personnel within the Sheriff's Department shall have the right to insist upon the presence of an F.O.P. representative whenever that Officer concludes that said meeting, conference or interview may result in disciplinary action being taken against that Officer.

ARTICLE XXV

PROMOTIONAL PROCEDURES

25.1 Where there is a decision made to affect the promotions, the Sheriff shall as a condition precedent to said promotions provide the following 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, officers shall be permitted to submit requests for consideration for such promotions.
- (C) If 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 officer 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 officers seeking to take the examination.

- (E) Under no circumstances shall the officer be required to incur any expense or forego any regular compensation in order to take the prescribed examination.
- (F) Where an officer is on duty at the time said examination is to be given, said officer shall be permitted time off without loss of pay. Where the officer is scheduled to work on the shift immediately preceding the examination, then in such case the officer shall be excused from at least one-half (½) of 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 made 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 a 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-designated person to review the examination and be apprised of said officer's strengths and weaknesses.
- (I) Before any promotion procedure is instituted which will include written or oral examination, the following, but not limited to, shall be mutually agreed upon between the FOP and the County and made part of this Agreement:
 - (1) What provisions will be made for those officers on vacation or out sick, whether service or non-service connected, to take the test at a later date.
 - (2) How long the promotion list will exist if tests are given.
- (J) If an oral examination is used, the members of the board utilized to administer the exam shall not be employees of the County.

ARTICLE XXVI

NOTICE OF SHIFT CHANGE

26.1 Whenever the County, through its authorized agents, seeks to change the shift of any officer 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 officer.

ARTICLE XXVII

REOPENER FOR SHIFTS

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

ARTICLE XXVIII

PERSONNEL FILES

28.1 All personnel files shall be maintained by the Human Resources Division.

28.2 When an officer wishes to review his or her own personnel file, he or she shall contact the Human Resources Division to arrange a mutually convenient time to do so. An officer who wishes to review and/or copy any portion of his or her personnel file shall be permitted to make such review and/or copy, in the presence of an employee of the Human Resources Division, and shall be charged for such copies at the following rates:

First page to tenth page -	\$0.50
Eleventh page to twentieth page	0.25
All pages over twenty	0.10

ARTICLE XXIX

SENIORITY

29.1 With respect to all incidents of employment, seniority shall be one of the major factors considered, provided the officer involved has the ability to perform the work involved.

29.2 Seniority with the Sheriff's Department shall be one of the major factors considered regarding promotional opportunities, overtime opportunities, the granting of vacation and personal day requests and longevity pay.

29.3 Seniority with the County shall be one of the major factors considered regarding salary levels, service recognition and benefits.

ARTICLE XXX

F.O.P. RIGHTS

30.1 The County agrees each calendar year to grant necessary time off, without loss of pay or other benefits, to three (3) members of the FOP selected as delegates or alternate delegates to attend any State or National Convention of the Fraternal Order of Police, provided that the FOP notifies the Sheriff of the date of such conventions upon the scheduling of such conventions by the State or National FOP. In addition, the FOP shall provide the Sheriff with the names of all such FOP members who will be attending such conventions at least two (2) weeks prior to each such convention.

30.2 The County agrees each calendar year to grant necessary time off, without loss of pay or other benefits, to one (1) FOP delegate to attend up to nine (9) regularly scheduled FOP Board meetings, provided that the FOP notifies the Sheriff of the date of such Board meetings upon the scheduling of such meetings by the State FOP. In addition, the FOP shall provide the Sheriff with the names of the FOP delegate who will be attending each Board meeting at least two (2) weeks prior to each Board meeting.

30.3 The County agrees each calendar year to grant the President of the FOP, or the President's designee, sixty-four (64) hours to attend to FOP business without loss of pay or other benefits. The use of said time off shall be conditioned on prior notification by the FOP 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.

30.4 The County shall provide the FOP 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 FOP.

ARTICLE XXXI

CREDIT UNION AND DEFERRED ANNUITIES

31.1 Membership is available to County employees in a credit union. Said contributions shall be made through automatic payroll deduction (APD).

31.2 Minimum initial deposit may be fifty (\$50.00) dollars and there is a one (\$1.00) dollar fee.

31.3 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 Resources Division.

ARTICLE XXXII

HEALTH AND SAFETY

32.1 Representatives of the Sheriff and of the FOP shall meet to discuss relevant health and safety issues as needed, as mutually agreed upon.

ARTICLE XXXIII

SAVINGS CLAUSE

33.1 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstances shall be held to be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

33.2 Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

ARTICLE XXXIV

COPY OF AGREEMENT

34.1 The County agrees to supply each officer with a copy of this Agreement

ARTICLE XXXV

ON CALL PAGER DUTY

35.1 Pager duty for members of FOP Lodge 39 and the terms and conditions regarding such duty are as follows:

- (A) The Sheriff will implement an "On Call Pager Duty" status which will be defined as a 1 week period. The work week term shall be defined as Friday 4:30 PM to the following Friday at 4:29 PM.
- (B) Participation in On Call Pager Duty status shall be voluntary. The Sheriff will post the time periods in which on call pager duty status will be required on a month to month basis. For the purpose of giving FOP officers an opportunity to voluntarily sign up for the various time slots, the voluntary sign up opportunity shall be posted and made known to FOP members on a sign up sheet posted in a conspicuous location. The sign up opportunity shall remain open for at least 2 calendar days. If at the end of the voluntary sign up period there is an insufficient number of volunteers then the Sheriff shall have the right to assign personnel to pager duty by utilizing the department overtime list. Every reasonable effort shall be made to avoid dislocating previously approved vacation or other time off.
- (C) Compensation for On Call Pager Duty status shall be \$100 per week. Such payment shall be made on the next regular pay date following the completion of the pager duty status. Whenever an officer on pager status is paged and called to

duty then said officer shall be paid at the overtime rate in accordance with Article VI of the FOP Lodge 39 contract.

- (D) Officers that are working afternoon and midnight shifts cannot sign up for pager duty.

ARTICLE XXXVI

DEFINITION OF SHERIFF

36.1 Whenever the Sheriff is mentioned in this Agreement, it shall be read as “the Sheriff or his designee.”

ARTICLE XXXVII

OFF DUTY WORK

37.1 The following provisions shall be applicable to off duty work performed by Sheriff's Officers:

- (A) Section 5(e)(i) of the Somerset County “Policy and Requirements for Employment for Off Duty Personnel” (hereinafter the “Policy”), adopted by the Somerset County Board of Chosen Freeholders on October 6, 1998, and implemented by the Somerset County Sheriff on December 9, 1998 in General Order 91.17, will be amended to add “FOP Lodge #39” in addition to the PBA.
- (B) The hourly rate under the Policy for members of the FOP Lodge #39 working off duty jobs shall be \$52.50 per hour.
- (C) The County of Somerset 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.
- (D) The procedures for selecting officers for off-duty assignments shall be as set forth in Sections 5.4 and 5.5 of the current collective bargaining agreement between the Somerset County Sheriff and FOP Lodge #39.

ARTICLE XXXVIII

TERM AND RENEWAL

38.1 This Agreement shall have a term from January 1, 2002 through December 31, 2004. If the parties have not executed a successor Agreement by December 31, 2004, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Somerset County Board of Chosen Freeholders

By: _____ Dated:

Sheriff Frank Provenzano

By: _____ Dated:

The Fraternal Order of Police, Lodge #39

By: _____ Dated:

SCHEDULE A

A. Salary Guide

Effective January 1, 2002		Effective January 1, 2003		Effective January 1, 2004	
Academy Rate			30,000		31,500
Step 1	35,727	Step 1	36,799	Step 1	37,903
2	37,552	2	38,678	2	39,839
3	39,358	3	40,539	3	41,755
4	41,251	4	42,489	4	43,763
5	43,194	5	44,490	5	45,825
6	47,222	6	48,639	6	50,098
7	49,301	7	50,781	7	52,304
8	51,425	8	52,969	8	54,558
9	53,588	9	55,195	9	56,851
10	58,027	10	59,768	10	61,560
11	60,878	11	63,314	11	65,846

Note: Officers on the Academy step shall move to Step 1 upon completion of Academy training and then move to Step 2 on January 1st of the following year.