

Contract #206

P-4

AGREEMENT

Between

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

and

THE FRATERNAL ORDER OF POLICE, LODGE #39

January 1, 1992 through December 31, 1994

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 employees and the employer.

20.2. Employees 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 employee shall be settled in the following manner:

STEP 1. The aggrieved employee 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.

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

STEP 3. If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Public Employment Relations Commission for arbitration. No Employee grievance may be referred to the New Jersey Public Employment Relations Commission without the written approval of F.O.P. Lodge #39.

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

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 employees involved.

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

of the death of another relative or in-law, an employee 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 employee for a period of up to 90 calendar days. Approval or disapproval shall be based on (a) whether the employee can be spared at that time, (b) the reason for the leave, (c) employee work record and (d) length of service. No more than one leave without pay shall be approved in any 24 month period.

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

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

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, employees 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 employees 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 Rasmussen Agency

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 Rasmussen Agency. And to supplement the basic plan protection, there are Major Medical benefits which pay 80% of eligible expenses after a \$100 deductible has been met by the employee or a \$100 deductible by one of the employee's eligible dependents if the claim is for any of the employee's eligible dependents.

(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 Rutgers Community Health Plan (RCHP) Health Center and affiliated hospitals, physicians' offices, and extended care facilities to employees residing in the RCHP service area, as outlined in the "RCHP 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 employee 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 employees 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 3 months of full time employment, unless the employee is 35 years of age. New employees hired at 35 years of age will automatically be enrolled in the Public Employee's Retirement System (PERS) following 3 months of full-time employment. Contributions are based on a

percentage of salary, determined by age and are shared by the employee and the County.

13.4. Life Insurance. Most employees 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. Employees may participate in the County Deferred Compensation Plan in the manner set forth in the County Personnel Policy.

#### ARTICLE XIV

##### EDUCATIONAL REIMBURSEMENT

14.1. The purpose of the County Educational Reimbursement Plan is to permit full time employees to enroll in courses offered by recognized institutions of learning for job-related training or courses which are not available within the County structure.

14.2. Prior approval by the Sheriff is required in order to be eligible for reimbursement.

14.3. An employee who has received prior approval and who receives a satisfactory passing grade will be reimbursed for 100% of the eligible expenses to a maximum of \$1200 per calendar year. Reimbursement is made as follows: 50% upon successful completion of the course and 50% six months later.

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 employee'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 workweek 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. For purposes of overtime seniority, service with the Park Police shall be considered as departmental service.

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 services 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.

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 this 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 the pertinent call 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

ARTICLE XXIX

SENIORITY

29.1 With respect to all incidents of employment, seniority shall be one of the major factors considered, provided the employee 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. Service with the Park Police shall be considered as departmental service.

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 two (2) members of the FOP selected as delegates or alternate delegates to attend any State or National Convention of the Fraternal Order of Police as provided under N.J.S.A. 11A:6-10, 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.

ARTICLE XXXV

TERM AND RENEWAL

35.1 This agreement shall have a term from January 1, 1992 through December 31, 1994. If the parties have not executed a successor agreement by December 31, 1994, then this agreement shall continue in full force and effect until a successor agreement is executed.

Somerset County Board of Chosen Freeholders

By: Rose E. McConnell Dated: 8/12/94

Sheriff Robert Lund

By: Robert H. Lund Dated: 8/12/94

The Fraternal Order of Police, Lodge #39

By: Ken Lessing Dated: 8/11/94