

AGREEMENT

Between

**SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS AND
SOMERSET COUNTY PROSECUTOR**

and

**SOMERSET COUNTY PROSECUTOR'S OFFICE SUPERIOR OFFICERS
ASSOCIATION**

JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

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THIS AGREEMENT made for the period of January 1, 2013 through December 31, 2015

BETWEEN the SOMERSET COUNTY PROSECUTOR and the SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter sometimes referred to as the "Prosecutor" and the "County," respectively

AND the SOMERSET COUNTY PROSECUTOR'S OFFICE SUPERIOR OFFICERS ASSOCIATION, hereinafter sometimes referred to as the "SOA."

ARTICLE 1

RECOGNITION

The Prosecutor and the County recognize the SOA as the sole and exclusive representative for purposes of collective bargaining of a unit composed of all sworn law enforcement employees employed by the Prosecutor from the ranks of Detective Lieutenant and Captain of Detectives. This unit does not include the Deputy Chiefs, the Chief, executives, confidential employees, craft employees, secretaries, paralegals, assistant prosecutors and other professional employees or any detectives or detective sergeants who are in the bargaining unit represented by PBA Local 307.

ARTICLE 2

NEGOTIATIONS PROCEDURE

- 2.1. The SOA shall inform the County and Prosecutor in writing of its intention to negotiate a successor Agreement not later than September 1 of the calendar year preceding the period of the proposed Agreement. Should the SOA provide such notice, the parties agree to meet no later than November 15 and at such other reasonable times thereafter to negotiate in accordance with Chapter 303, Public Laws of 1968, et seq., and any amendments thereto.
- 2.2. For the purpose of negotiations, the County shall make available, upon reasonable written request by the Association, all information, which by law, is public in nature.
- 2.3. Neither party shall have control over the selection or number of the negotiating representatives of the other.
- 2.4. All negotiations shall be held during normal working hours or whenever it is practical, subject to mutual agreement. However, if the union's negotiating committee consists of five or more members, negotiations shall be held after normal working hours.
- 2.5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1. It is the purpose of this policy to provide a procedure whereby employees may resolve disputes or complaints concerning alleged violations of this Agreement. The grievance procedure consists of three steps for appeal of disciplinary grievances and four steps for appeal of other grievances. Each step must be utilized in turn before appeal is made to the next step, unless otherwise specified in this policy:

STEP 1. The aggrieved employee must present the grievance to the direct supervisor within 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 15 days, the grievance may be appealed to the Chief of Detectives under STEP 2. Such appeal must be made within 10 days.

STEP 2. If a timely appeal is made to STEP 2, a decision by the Chief of Detectives shall be made within 10 days. If a satisfactory settlement is not reached, an appeal to the Prosecutor under STEP 3 may be taken. Such appeal must be made within 10 days.

STEP 3. If a timely appeal is made to STEP 3, a decision by the Prosecutor shall be made within 10 days. If a satisfactory settlement is not reached, an appeal to arbitration under STEP 4 may be taken, provided the grievance is not a disciplinary grievance. Such appeal must be taken within 10 days.

STEP 4. If a timely appeal is made to STEP 4, 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 the SOA

- 3.2. All grievances and responses to grievances must be in writing.
- 3.3. 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.
- 3.4. 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.
- 3.5. The expense of the Arbitrator selected or appointed shall be borne equally by the employer and the SOA
- 3.6. Should management choose to relax the foregoing time limits for filing and appealing grievances in a particular case, such relaxation shall not be deemed a waiver of management's right to enforce those time limits in other cases.
- 3.7. At the election of the aggrieved employee or the SOA, a SOA representative shall be present during discussion of any grievance with the immediate supervisor, Chief of Detectives or Prosecutor.
- 3.8. A grievance may be filed either by the SOA or the aggrieved employee.

ARTICLE 4

EMPLOYEE RIGHTS

- 4.1. The right of employees to form, join, and assist any employee organization or to refrain from any such activity for the purpose of collective negotiations with the Employer in accordance with state statutes is recognized.
- 4.2. There shall be no reprisals of any kind taken against any employee by reason of membership in or refusal to join with, the SOA
- 4.3. An employee shall have the right to have a SOA representative present during any internal administrative investigatory interview in which the employee reasonably believes disciplinary action may result.
- 4.4. No employee shall be prevented from wearing a pin or other reasonable identification of membership in the SOA
- 4.5. No employee shall be disciplined without just cause. Discipline shall be in accordance with Article 26 herein. For purposes of this provision, discipline does not include discharge.
- 4.6. Discharge shall be in accordance with New Jersey law.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1. Information The Prosecutor agrees to furnish information to the SOA, in response to reasonable requests for information that would be considered necessary in a usual union/employer relationship.
- 5.2. Use of Bulletin Boards The SOA shall have reasonable use of a bulletin board in the workplace for SOA business. The location of the bulletin board shall be where presently located, and if none, where designated by mutual agreement of the SOA and the Prosecutor.
- 5.3. Scheduling of Meetings Negotiation meetings, grievance hearings or other meetings shall be mutually scheduled by the parties. Participants shall suffer no loss in pay.

ARTICLE 6

EMPLOYER RIGHTS

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

1. All management functions not modified by this agreement;
2. The right to establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work operations functions, and maintenance of the facilities and equipment of the Prosecutor's Office;
3. To reprimand, suspend, or otherwise discipline employees (excluding discharge) for just cause;
4. To discharge employees in accordance with New Jersey law;
5. To hire, promote, transfer, assign and reassign employees to work;
6. To determine the number of employees and the duties to be performed;
7. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department operation or service;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Prosecutor's Office;

9. To determine the number, location and operation of divisions, sections, units and all other work groups of the Prosecutor's Office, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force; and
10. To establish a code of rules and regulations for the operation of the Prosecutor's Office.

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

C. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Prosecutor on behalf of the taxpayers and that the Prosecutor cannot bargain away or eliminate any of its managerial prerogatives.

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

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

ARTICLE 7

HOLIDAYS

7.1. All individuals in the unit shall be granted the following holidays with pay:

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

7.2. Notwithstanding the provisions of Paragraph 7.1, in the County's sole discretion, an employee may be required to work Thanksgiving Friday or Christmas Eve Day. An employee so required to work shall be entitled to another day off with pay, to be taken on a mutually agreed upon date.

ARTICLE 8

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 employee is allowed one (1) day per month, up to 10 days; however, those employed after July 1 do not receive vacation for the first year. Service time for the purposes of vacation accrual will begin with the member's enrollment date in PFRS and/or PERS prosecutor part.

Thereafter, the vacation accrual is as follows:

1- 5	years	12 days
6-10	years	14 days
11-15	years	17 days
16-20	years	20 days
21-25	years	22 days
26+	years	27 days

8.3. Vacation hours may be carried over to the following calendar year as long as the total accumulated time from one year into the next does not exceed 80 hours. Vacation hours not used in excess of 80 hours are automatically forfeited unless a special request is made and approved by the County Prosecutor and County Administrator to carryover the time. All carryover hours shall be used within the next calendar year or forfeited.

Unused vacation hours will no longer be added to a 94 Vacation Bank at the end of each year. Vacation time banked as per the 1994 agreement cannot be forfeited, but it can be used, paid to the employee at any time during their active employment upon request, or it will be paid to the employee upon retirement. Such payment will be at the

employee's hourly rate of pay in the year in which the hours were banked. Employees not having any unused vacation hours in their 94 Vacation bank, and newly hired employees, will not have a 94 Vacation bank.

- 8.4. Vacation time banked as per the May 20, 1992 memorandum from Freeholder Director Bateman, attached as Appendix D, cannot be forfeited, but it can be used, paid to the employee at any time during their active employment upon request, or it will be paid to the employee upon retirement, resignation or termination. Such payment will be at the employee's hourly rate of pay in the year in which the hours were banked.

ARTICLE 9

PERSONAL DAYS

- 9.1. Full time employees shall be granted three (3) personal days per year. During the first year of employment, personal days shall be accrued at the rate of one per quarter for the first three quarters. Personal days shall not carry over from year to year.

ARTICLE 10

SICK LEAVE

- 10.1. New employees shall earn one sick leave day for each full month of service during the remainder of the calendar year employed.
- 10.2. At the beginning of each subsequent calendar year, employees shall be credited with 12 sick leave days.
- 10.3. All accumulated sick time as of December 31, 2012 will be frozen and placed into a frozen sick bank. The frozen sick bank can be used when an employee's sick bank has been exhausted; however, no additional sick time can be stored in the frozen sick bank
- 10.4. Should an employee die or retire after 10 years of service or more, the employee shall receive payment for one-half (1/2) of his/her accumulated, unused frozen sick bank time. Should an employee resign in good standing or be terminated through no fault of his/her own, the employee shall receive payment for one-third (1/3) of his/her accumulated, unused frozen sick bank time. No sick time that is earned on or after January 1, 2013 will be paid to an employee.

ARTICLE 11

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 26 week period may extend into the next calendar year. However, no employees will be entitled to more than 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 Office prior to the expiration of the employee's accumulation of unused sick leave days.

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 unless 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. Maximum Use of Extended Sick Leave

If an employee has exhausted the maximum of 26 weeks of extended sick leave, a statement shall be requested from his/her physician concerning the employee's ability to return to work. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the employee shall be terminated or retired. Such termination shall be considered to be in good standing. If the employee's physician states that the employee 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 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/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 employee desires, he/she shall be considered for any County vacancy that he/she would be capable of performing, as certified by his/her physician.

F. 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 Office. 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 Office 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 eligibility can be made. In the event that the completed "Extended Sick Leave Application" is not returned to the Human Resources Office prior to the expiration of an 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 Office 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 a leave without pay.

G. 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 Sheets" should coincide with the total extended sick day usage reported on the "Daily Attendance Reports" for a given pay period.

3. The Human Resources Office 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.

H. 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 Office for placement in the employee's personnel file. In addition, the employee should telephone his/her department head as well as the Human Resources Office prior to returning to work so that arrangements can be made to change the employee's status from half pay to full pay.

1. Maximum Use of Extended Sick Leave

Three (3) weeks prior to the expiration of the 26th week of extended sick leave, the Human Resources Office 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 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 Human Resources Office in the time limit specified, the employee 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 employee advising him/her of this action and advising that failure of the Human Resources Office 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.

If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the Human Resources Office shall process the necessary forms to terminate or retire the employee.

If the physician certifies that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date, the Human Resources Office shall process the necessary forms to place the employee on a leave without pay.

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 to terminate from the Department and be placed on leave without pay.

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 H above.

ARTICLE 12

WORK INCURRED INJURY LEAVE

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 purpose 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 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 Policy

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 Pay

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 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.

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 personnel 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 the 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 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.

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 13

OTHER LEAVES

- 13.1. Bereavement - Employees 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 or step or half relative or a similar nature.
- 13.2. It is acknowledged that the benefits and procedures of the Federal Family and Medical Leave Act shall cover the employee under this Agreement.
- 13.3. Jury Duty - Employees summoned for jury duty shall be given time off and receive full pay in addition to remuneration received from the courts.

ARTICLE 14

HEALTH/DENTAL/RETIREMENT/LIFE BENEFITS

14.1. Health The health benefits program made available shall be the same health benefits program made available to all employees of Somerset County. The level of employee contributions shall be as per P.L. 2010, C.2, P.L. 2011, C. 78 and the 2011 Somerset County Health Benefits Policy, attached as Appendix C. The level of benefits provided shall not be changed during the term of this contract.

All employees hired on or before December 31, 2015 will be eligible for benefits under Freeholder Resolution R98-741, attached as Appendix E.

Any employee hired before December 31, 2015 who is or has been physically incapacitated while in the line of duty and subsequently determined to be eligible for Accidental Disability Retirement by the Division of Pensions and Benefits will be eligible for the benefits referenced in Resolution R98-741, regardless of service time in Somerset County.

14.2. 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.

14.3. Retirement Benefit Enrollment is automatic in the Police and Fireman's Retirement System (PFRS).

14.4. Life Insurance All employees are enrolled in the Police and Fireman's Retirement System and are insured for the non-contributory life insurance plan paid for by the County. The insurance is valued at 3 ½ times base salary.

ARTICLE 15

CREDIT UNION/DEFERRED COMPENSATION/ANNUITIES

- 15.1. Membership is available to County employees in a credit union. Said contributions shall be made through automatic payroll deduction (APD). Minimum initial deposit may be fifty (\$50.00) dollars and there is a one (\$1.00) dollar fee.
- 15.2. 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 16

EDUCATIONAL REIMBURSEMENT

16.1. Educational reimbursement shall be in accordance with the revised Educational Reimbursement Policy adopted by the County, a copy of which is attached hereto as Appendix B.

ARTICLE 17

PER DIEM EXPENSES

17.1. Per Diem Expenses

Employees required to travel during the course of business and remain away from their home for one or more days will be entitled to a Per Diem Meal Expense of up to \$36.00 per day within the state, and up to \$50.00 per day if the travel is out of state. Reimbursement will be conditioned upon the submission of the appropriate receipts.

ARTICLE 18

MAINTENANCE OF BENEFITS

18.1. Except as otherwise provided herein, as allowed by law, or unless modified by negotiation during the term of this Agreement, all benefits which the employees currently enjoy shall be maintained and continued by the County and Prosecutor during the term of this Agreement.

ARTICLE 19

SALARIES

The wages for employees covered by this Agreement shall be as set forth in the schedule attached as Appendix A-1 and A-2. No employee shall be entitled to the salary set forth in Appendix A-1 and appendix A-2 unless he or she was employed on the date of ratification of this Agreement by the SOA.

The salaries for lieutenants and captains shall be increased as follows:

2013 – 2.0%

2014 – 2.0%

2015 – 2.0%

Rank Differential

There shall be maintained at all times at least a five percent (5%) wage differential between: (1) the base salary of the highest paid Sergeant and the base salary of the lowest paid Lieutenant and (2) the base salary of the highest paid Lieutenant and the base salary of the lowest paid Captain. If necessary to maintain said differentials, due to salary increases received by Sergeants, the salary schedules applicable to the employees covered by this agreement will be adjusted accordingly.

Overtime

The parties expressly agree and acknowledge that the employees covered by this agreement are exempt from the overtime compensation requirements of all federal, state and local laws, including the Fair Labor Standards Act. Employees covered by this agreement shall not be entitled to any additional compensation for any hours worked in excess of their normal work week.

The normal work week shall be forty (40) hours, and shall commence at 12:00 AM Monday and end at 11:59 PM the following Sunday.

The normal work day shall be eight (8) hours, with a thirty (30) minute paid lunch.

If an employee is called out to work outside of their normal work schedule, or asked to work during a Freeholder Action, this time will be put into a compensatory bank at the rate of one hour for every hour worked. No compensatory bank can exceed 40 hours at any point in time, and no more than 80 hours can be put into the bank during the course of every calendar year.

Employees must request the use of their compensatory time off within the year that it is earned. An employee's request to use his or her compensatory time off shall be granted, unless in the Prosecutor's discretion staffing and manpower restrictions do not allow it at the time requested. If an employee fails to request to use his or her compensatory time off within the year it is earned, the time will be considered lost unless permission is granted by the Prosecutor to carry it over to the following year.

Hours in each employee's compensatory bank will not be paid out for any reason.

ARTICLE 20

CLOTHING AND PROPERTY

20.1. Any personal property of an employee which becomes damaged or destroyed while engaged in the lawful performance of their official law enforcement duties will be replaced without cost to the employee. The personal property will be valued at the current replacement value. This Article will apply only to those items of personal property used by the employee and necessary to the performance of his duties. It will not apply to extraordinary items of personal property (such as expensive watches, jewelry, etc.) which are not necessary for the normal performance of his duties.

20.2. Uniformed Officers

All uniformed employees shall be furnished with all normal operational uniforms and equipment. All uniforms that are worn out or damaged beyond repair during the course of duty will be replaced without cost to the employee.

20.3. Uniform Maintenance

Employees will receive \$750 per year for the maintenance of uniforms paid in two annual installments: July 1st and December 1st.

ARTICLE 21

SAVINGS CLAUSE

21.1. 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.

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

ARTICLE 22

AUTOMOBILES

- 22.1. Each employee will be assigned a County vehicle equipped with a radio or otherwise provided with a radio or other communication device. The use of an assigned vehicle shall be in accordance with an employee's assigned duties and responsibilities, office policies and procedures, and based on past practice and operational needs.
- 22.2. It is the obligation of each employee to properly care and maintain the assigned vehicle and its equipment, as per the office policy and procedure. The cost of such care and maintenance shall not be borne by the employee.
- 22.3. Notwithstanding anything else to the contrary in this Agreement, it is recognized that the Prosecutor enjoys the managerial prerogative to recall assigned automobiles for budgetary reasons. In that event, at the SOA 's request, the parties shall meet to negotiate substitute compensation for the loss of the automobiles.

ARTICLE 23

LAY OFFS

- 23.1. In the event the Prosecutor determines that it is necessary to reduce the size of the workforce, layoffs shall be in reverse order of seniority within the bargaining unit.
- 23.2. For purposes of this Article, "seniority" is defined to mean: (1) with respect to employees employed as of January 1, 1995, all years of credit in the New Jersey Police and Fireman's Retirement Fund; and (2) with respect to employees hired on or after January 1, 1995, all years of service as a sworn officer with the Somerset County Prosecutor's Office.
- 23.3. For purposes of this Article, "lay off" is defined to mean an involuntary separation from employment for economic reasons.
- 23.4. Notwithstanding anything else to the contrary in this Article, the Prosecutor shall have the right to deviate from reverse seniority in implementing layoffs when, in the Prosecutor's discretion, good cause exists to deviate.

ARTICLE 24

COUNTY INSURANCE

1. The County will maintain liability insurance coverage for employees who are named in a civil suit, 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.

2. 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.

3. 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.

4. 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.

5. To the extent, if at all, Paragraph 2 above is not consistent with the provisions of the Law Enforcement Officers Protection Act ("LEOPA"), Public Law 1996, c. 115, that apply to employees covered by this Agreement, the provisions of LEOPA shall preempt Paragraph 2.

ARTICLE 25

PERSONNEL FILES

A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Prosecutor, and may be used for evaluation purposes.

Upon advance notice and at reasonable times, any member of the Department may at any time review his personnel file. However, this appointment for review must be made through the Prosecutor or his designated representative.

Whenever a written complaint concerning an officer of his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the Employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Prosecutor's Office shall subject that member to appropriate disciplinary action.

ARTICLE 26

DISCIPLINARY ACTIONS

26.1. All disciplinary investigations and actions shall be in accordance with the Attorney General Guidelines. For purposes of this provision, discipline does not include discharge. Discharge shall be in accordance with New Jersey law.

ARTICLE 27

COLLEGE STIPENDS

College stipends for the highest attained degree will be paid in two annual installments, on the last pay of June and the last pay of November. The stipends will be as follows: \$500 per year for an Associates degree or 60 credits towards a Bachelors degree, \$750 per year for a Bachelors degree, or \$1000 per year for a post-graduate degree. Upon submission of appropriate documentation, i.e. transcript or diploma, payment of 50% of the stipend will begin with the next College stipend payment date.

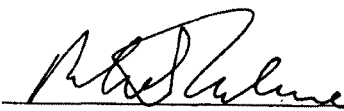
ARTICLE 28

TERM AND RENEWAL

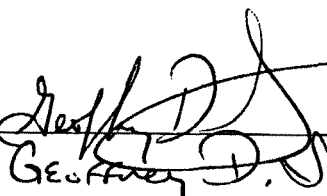
This Agreement shall have a term from January 1, 2013 through December 31, 2015. If the parties have not executed a successor agreement by December 31, 2015, then this Agreement shall continue in full force and effect until a successor agreement is executed.

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

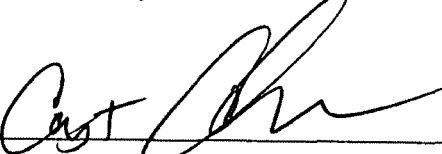
Somerset County Board of Chosen Freeholders

By:  Dated: 9/19/13
*attest
Kathryn Gueski
deputy clerk*

Somerset County Prosecutor

By:  Dated: 9-17-13
GEOFFREY D. DORIANNO

Somerset County Prosecutor's Office Superior Officers Association

By:  Dated: 9-13-13

SOMERSET COUNTY PROSECUTOR SUPERIORS

	2013	2014	2015
Captain	151,431	154,460	157,549
Lieutenant	134,894	137,591	140,343

2012 HEALTH POLICY

Healthcare Contribution Policy:

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

- For employees with salaries below \$40,000:
\$300 annually
- For employees with salaries above \$40,000:
1.0% of salary in excess of the first \$40,000 of annual salary,
plus \$300 annually
- For employees with salaries above \$80,000:
1.5% of salary in excess of the first \$40,000 of annual salary,
plus \$300 annually
- For employees with salaries above \$100,000:
2% of salary in excess of the first \$40,000 of annual salary,
plus \$300 annually
- Medical service co-pays:
\$20.00 per visit
- Pharmacy co-pays:
\$30.00 for brand name prescriptions
\$20.00 for generic prescriptions



THE BOARD OF CHOSEN FREEHOLDERS
OF THE COUNTY OF SOMERSET
NEW JERSEY

P.O. BOX 3000
COUNTY ADMINISTRATION BUILDING, SOMERVILLE, NEW JERSEY 08876
(908) 231-7030 FAX (908) 707-4127

May 20, 1992

CHRISTOPHER S. BATEMAN
Director

MICHAEL PAPPAS
Deputy Director

PATRICK J. FITTIPALDI
Freeholder

ROSE C. McCONNELL
Freeholder

FRED J. HOWLETT
Freeholder

MEMO TO: County Employees

FROM: Christopher S. Bateman, Freeholder Director *CSB*

SUBJECT: Vacation Policy

RICHARD E. WILLIAMS
County Administrator
(908) 231-7040

MARGARET A. MACCINI
Clerk of the Board
(908) 231-7037

BARBARA A. LUCAS
Deputy Clerk
(908) 231-7032

Over the past few months the Board of Chosen Freeholders has been reviewing the Vacation Policy. We are particularly concerned with the provision of carry-over and the affect it has on staffing and budget.

Our findings show an extraordinary number of days have been accumulated over the normal limit of ten (10) as provided by the Policy. The accumulation eventually impacts on service because a Division may be short staffed due to longer term absences. The accumulation may also impact on budgets because payment of the days may be based on present salary as opposed to the salary rate in effect at the time the days were earned.

As a result of our findings the Board of Freeholders has decided to modify the Vacation Policy to address the issue of accumulation. Copies of the policy modifications are attached for you for distribution to your employees and for insertion in your Personnel Policies and Procedures Manual. However, employees who have accumulated vacation time through 1991 will have those days grandfathered. Any future payment of those days will be at the 1991 salary rates. Thereafter, if payment of approved accumulated days is made, the days will be paid at the salary rate in effect at the time the days were earned.

We would appreciate your assistance in ensuring you use your vacation time. We think it is important for you to take vacation in order to maintain your health and quality productivity.

If you have any questions, please feel free to contact Sue Dobrinsky at extension 7410.

CSB/SED/ltt
Attachments

APPENDIX D

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Appendix E

R98-741

RESOLUTION MODIFYING THE RESOLUTIONS APPROVING BENEFITS FOR
COUNTY EMPLOYEES AND SURVIVING SPOUSES WITH EXCESS OF
TWENTY FIVE YEARS SERVICE

WHEREAS, the Chief Financial Officer of the County of Somerset has certified in writing the availability of funds for the purpose set forth in this Resolution.

WHEREAS, N.J.S.A. 40A:10-23 permits the County to assume the cost of health benefits coverage and to pay premiums for employees who have retired under certain circumstances as permitted under that section, including coverage and premiums for eligible dependents, if any; and

WHEREAS, the County Board of Chosen Freeholders had previously adopted a Resolution on March 15, 1983 providing for the assumption of the costs of health benefits coverage for employees who have retired after 25 years or more of service with the County of Somerset, including coverage for their eligible dependents, if any, under uniform conditions established by the Board; and

WHEREAS, additionally, the Somerset County Board of Chosen Freeholders approved a Resolution on August 16, 1983 modifying that policy and extending those benefits to the surviving spouses of employees with 25 years or more of service with Somerset County; and

WHEREAS, the Somerset County Board of Chosen Freeholders is desirous of amending its policy with regards to the assumption of the cost of health benefits coverage and to pay premiums for certain County employees who have retired after 25 years or more of service with the County, State of New Jersey and/or local municipal service, provided the employee has been employed continuously for a minimum of 15 years or more with the County of Somerset immediately preceding the employee's retirement.

NOW, THEREFORE, BE IT RESOLVED by the Somerset County Board of Chosen Freeholders, that the County of Somerset hereby amends its policy concerning the assumption of the cost of health benefits coverage to provide that the County will assume the entire cost of health benefits coverage and to pay the premium for such coverage for employees who have retired after 25 years or more of service with the County of Somerset, State of New Jersey and/or a New Jersey municipality, including coverage for their eligible dependents, if any, under uniform conditions established by the Board of Chosen Freeholders of the County of Somerset in the County Policy and Somerset County Health Care Benefits Program, and to extend those benefits to the surviving spouses of employees who are eligible for coverage, provided the employee has been continuously employed with the County of Somerset for a minimum period of 15 years immediately preceding the employee's retirement.

L. Kathryn Quick, Deputy Clerk of the Board of Chosen Freeholders of the County of Somerset in the State of New Jersey, do hereby certify that the foregoing is a true copy of a Resolution adopted by said Board of Chosen Freeholders at its convened meeting of December 15, 1998.

Kathryn Quick

Kathryn Quick, Deputy Clerk of the Board

Reviewed as to Form and Legality 61
Somerset County Council

J. Smith