

AGREEMENT

Between

**SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS and
SOMERSET COUNTY SHERIFF**

and

THE FRATERNAL ORDER OF POLICE LODGE #39

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 SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS, hereinafter sometimes referred to as the "County", SOMERSET COUNTY SHERIFF hereinafter sometimes referred as to as Sheriff (hereinafter collectively referred to as the "Employer") AND THE FRATERNAL ORDER OF POLICE, LODGE # 39, hereinafter sometimes referred to as the "F.O.P."

ARTICLE 1
RECOGNITION

1.1. The County recognizes the F.O.P. Lodge 39 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 2
SALARIES

2.1. Effective January 1, 2013, each employee in the bargaining unit on December 31, 2012 and on steps 1 through 10 will receive a step increment, and each employee on step 11 will receive an increase to their annual base salary of two and one half percent (2 ½ %).

2.2. Effective January 1, 2014, each employee in the bargaining unit on step 11 on December 31, 2013 will receive an increase to their annual base salary of two and one half percent (2 ½%).

2.3. Effective July 1, 2015, each employee in the bargaining unit on June 30, 2015 and on steps 1 through 10 will receive a step increment. The longevity percentage, if applicable, will be the percentage that applied to that employee on January 1, 2015.

ARTICLE 3
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 4
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 5
OVERTIME

5.1. Time and one-half payment shall be made for all 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 hours worked over 40 hours shall be paid at time and one-half. Travel time will be credited toward the 40 hours and will be designated for schools and training programs only. 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. The mandatory list for overtime shall be computed from January 1 to December 31 of each year and it will not run continuously from year to year. A holdover of one (1) plus hours is to be termed mandatory.

5.8. Hours worked over and above forty (40) hours in any one week, as stated in Article 5, 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, with the exception of time worked during a Freeholder Action. Time worked during a Freeholder Action will only be paid in cash at the rate of one and one half hours for each full hour worked. All other overtime hours 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.

5.9. 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.

5.10. 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.

5.11. 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.

5.12. 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.

5.13. 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 6 **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 7
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
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 (1/2) pay for the applicable period covered by the declaration of the County.

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 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 9
SICK LEAVE

9.1. Effective January 1, 2012, the sick leave policy applicable to officers covered by this Agreement shall be revised as follows:

9.1.1. On January 1, 2012, each officer's sick leave balance (if any) as of December 31, 2011 will be moved into a 2011 Sick Bank. No hours can or will be added to an officer's 2011 Sick Bank after January 1, 2012.

9.1.2. On January 1, 2012, each officer will be credited with 120 hours of sick time. Effective December 31, 2012, the annual allocation of sick leave time shall be reduced from 120 hours to 96 hours, so that effective January 1, 2013, and each subsequent January 1, each officer will be credited with 96 hours of sick leave.

9.1.3. Sick leave hours credited on and after January 1, 2012 shall be placed into a new Sick Bank. Officers may carry over unused sick leave hours in their new Sick Bank from year to year after 2012. An officer's new Sick Bank shall not be capped at 1440 hours.

9.1.4. Sick leave time used shall be taken from an officer's new Sick Bank. If an officer's new Sick Bank becomes depleted, sick leave time used shall be taken from the officer's 2011 Sick Bank and payable at the officer's rate of pay at the time the sick leave is used.

9.1.5. Payment for accumulated sick leave applies only to the balance that remains in the officer's 2011 Sick Bank. Payment will be calculated as follows:

9.1.5.1. When an employee dies, resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more service with the County, the employee shall receive payment for one-third (1/3) of his/her accumulation of unused sick leave hours in their 2011 Sick Bank payable at their 2011 rate of pay. If, after computing one-third (1/3) of an employee's accumulation of unused 2011 Sick Bank hours, there is less than one-half (1/2) hour, the employee shall not receive credit for this.

9.1.5.2. An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for

any accumulation of unused sick leave in their 2011 Sick Bank, regardless of his/her number of years of service with the County.

9.1.5.3. Upon retirement, an officer shall receive payment for one-half (1/2) of his/her accumulation of unused sick leave hours in their 2011 Sick Bank payable at their 2011 rate of pay. If, after computing one-half (1/2) of an employee's accumulation of unused 2011 Sick Bank hours, there is less than one-half (1/2) hour, the employee shall not receive credit for this.

ARTICLE 10
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 twenty-six (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:

10.2.1. 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.

10.2.2. 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.

10.2.3. 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 Human Resources Division 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.

Status of Benefits

10.4.1. 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.

10.4.2. 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.

10.4.3. 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.

10.4.4. 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 regularly 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 Human Resources Division. 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 Human Resources Division 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 Human Resources Division 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 Human Resources Division 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**

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

10.8.2. 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.

10.8.3. The Human Resources Division 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 Human Resources Division for placement in the officer's personnel file. In addition, the officer should telephone his/her department head as well as the Human Resources Division prior to returning to work so that arrangements can be made to change the 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 twenty-sixth (26th) week of extended sick leave, the Human Resources Division 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 Human Resources Division no later than one (1) week before the expiration of the 26th week of extended sick leave. If this statement is not received by the Human Resources Division in the time limit specified, the 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 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. *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.

10.10.1. 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 Human Resources Division shall process the necessary form to place the officer on a leave without pay.

10.10.2. 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.

10.10.3. 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 10.9. above.

ARTICLE 11
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

11.3.1. 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.

11.3.2. If an officer is on an injury leave for the last seven (7) 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.

11.3.3. 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.

11.3.4. 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 regularly 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

11.8.1. Three (3) weeks prior to the expiration of the one (1) 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.

11.8.2. 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.

11.8.3. 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 12
OTHER LEAVES

12.1. **Bereavement.** Officers may be granted up to five (5) 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 paid time and one half hours for all hours worked.

ARTICLE 13
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 leaves of absence, vacation and sick leave. The health benefits program made available to members of FOP 39 shall be the same health benefits program made available to all employees of Somerset County. The level of employee contributions shall be the greater of P.L. 2010, C.2, P.L. 2011, C. 78 or the 2011 Somerset County Health Benefits Policy, attached as Appendix C-1.

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 three (3) full months of service. Coverage remains in effect during periods of approved leave of absence, sick leave and extended sick leave. The dental plan offered to officers and their eligible dependents under this agreement shall be the same dental plan offered to all other County employees on the date of ratification of the parties' Memorandum of Understanding (May 24, 2011).

13.3. **Carrier Changes:** The County shall have the right to change health insurance carriers provided that the level of benefits remains equal to or better than and that the provider network remains substantially equal to the exiting network. In the event of a change in carrier, reference to the prior carrier shall be deemed to be the new carrier as appropriate.

13.4. Employees hired on or after January 1, 2013 will not receive life time health benefits at time of retirement subject to all provisions as outlined in Division of Human Resources Policies and Procedures Manual, Health Benefits Program, section 4, paragraph b.

13.5. **Retirement Benefit.** Enrollment is automatic in the Police and Fire Retirement System (PFRS), if the employee's hire date is on or before their 35th birthday. Any officer hired after their 35th birthday will automatically be enrolled in the

Public Employee's Retirement System (PERS). Contributions are based on a percentage of salary, determined by age and are shared by the officer and the County.

13.6. **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.

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

ARTICLE 14 **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:

14.2.1. 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.

14.2.2. 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).

14.2.3. The availability of funds budgeted for educational reimbursement.

14.3. **Eligible Courses**

14.3.1. 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.

14.3.2. 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.

14.3.3. A course meeting one or more of the following requirements shall be considered eligible for the educational reimbursement program:

14.3.3.1. A course shall be directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.

14.3.3.2. A course will prepare an employee for potential advancement within the Sheriff's Office.

14.3.3.3. 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.

14.3.3.4. 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**

14.4.1. 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.

14.4.2. 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:

14.5.1. 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.

14.5.2. 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.

14.5.3. 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.

14.5.4. 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

14.6.1. 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.

14.6.2. 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.

14.6.3. 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 15
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 nine hundred and fifty dollars (\$950.00) 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 two hundred dollars (\$200.00) per year, to be paid in two increments, on or about the first of January and the first of July of each year.

ARTICLE 16
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 17
SHIFT DIFFERENTIALS

17.1. All Officers working regular scheduled hours between 4:30 pm to 12:30 am shall be paid a shift differential of forty cents (.40) per hour for all hours worked between 4:30 pm and 12:30 am. All Officers working a regular scheduled hours between 12:30am to 8:30 am shall be paid a shift differential of eighty cents (.80) per hour for all hours worked between 12:30 am and 8:30 am.

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

ARTICLE 18
MEAL REIMBURSEMENTS

18.1. Officers working under either of the following conditions are entitled to meal reimbursements:

18.1.1. Out-of-County transportation runs and who have been on duty for at least four (4) hours.

18.1.2. In-County hospital detail if said detail is not during their scheduled shift, and who have been on duty for at least four (4) hours.

18.2. Meals purchased during the conditions stated in Article 18.1 above will be reimbursed up to the following maximum limits:

(A) \$12.00 for breakfast

(B) \$12.00 for lunch

(C) \$12.00 for dinner

If an officer is entitled to three meals during the course of a twenty four hour period, meal reimbursement for the entire period will be paid up to a maximum limit of \$36.00, without regard to the amount spent for each meal.

18.3. The above reimbursement levels shall be inclusive of any gratuities. Any gratuity in excess of fifteen percent (15%) shall not be reimbursed.

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

ARTICLE 19
GRIEVANCE PROCEDURE

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

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

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

STEP 1. If an officer cannot resolve his/her grievance with his/her supervisors, the aggrieved officer must present his/her grievance to the Chief and/or Colonel 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 Chief and/or Colonel within fifteen (15) days, the grievance may be appealed to STEP 2. Such appeal must be made within five (5) working days of receipt by the Officer of the Chief's and/or Colonel'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.

19.4. 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.

19.5. 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.

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

ARTICLE 20
DISCIPLINE

- 20.1. 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.
- 20.2. The arbitrability of grievances concerning discipline shall be in accordance with governing statutory and common law.
- 20.3. Discharge shall be in accordance with governing statutory and common law.

ARTICLE 21
F.O.P. MEMBERS

- 21.1. 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.
- 21.2. 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.
- 21.3. The F.O.P. will provide the necessary "check off authorization" form, and deliver the signed forms to the appropriate County Officer. The F.O.P. shall indemnify, defend and save the employer 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 22
DEPARTMENTAL INVESTIGATIONS

22.1. 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:

- 22.1.1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.
- 22.1.2. The interrogation shall take place at a location designated by the Sheriff and will usually occur in the Sheriff's Office.
- 22.1.3. The member of the department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the 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/she should be so informed at the initial contact.
- 22.1.4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls and rest periods at the end of every two (2) hours.
- 22.1.5. The member of the department shall not be subject to any offensive language.
- 22.1.6. 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/her F.O.P. representative before being questioned concerning a violation of the rules and regulations.
- 22.1.7. Nothing herein shall be construed to deprive the department or its Officers of the ability to conduct the routine and daily operations of the department.

22.1.8. Under no circumstances shall an officer be subject to any charge whatsoever after forty-five (45) days, as calculated under N.J.S.A. 40A: 14-106a.

ARTICLE 23
RIGHTS TO F.O.P. REPRESENTATION

23.1. All Officers who are involved in conferences, meetings or interviews with administrative or supervisory personnel within the Sheriff's Office 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 24
PROMOTIONAL PROCEDURES

24.1. 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:

24.1.1. 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.

24.1.2. When vacancies are to be filled, officers shall be permitted to submit requests for consideration for such promotions.

24.1.3. If a promotional examination is to be conducted, the Sheriff 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.

24.1.4. 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.

24.1.5. Under no circumstances shall the officer be required to incur any expense or forego any regular compensation in order to take the prescribed examination.

24.1.6. 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 (1/2) of such preceding shift so as to have a reasonable opportunity to rest and prepare for said examination.

24.1.7. 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/her relative standing among those persons tested.

24.1.8. Following an examination a person who has taken the examination may arrange for a conference with an Sheriff-designated person to review the examination and be apprised of said officer's strengths and weaknesses.

24.1.9. 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 Sheriff and made part of this Agreement:

24.1.9.1. 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.

24.1.9.2. How long the promotion list will exist if tests are given.

ARTICLE 25
NOTICE OF SHIFT CHANGE

25.1. 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 26
REOPENER FOR SHIFTS

26.1. 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 27
PERSONNEL FILES

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

27.2. 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 Employer, and may be used for evaluation purposes.

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

27.4. Whenever a written complaint concerning an officer of his/her action is to be placed in his/her personnel file, a copy shall be made available to him/her and he/she shall be given the opportunity to rebut it if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the employee is given a copy of the complaint, the identification of the complaint 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 complainant, including the identity of the complainant.

27.5. 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 force shall subject that member to appropriate disciplinary action.

ARTICLE 28 **SENIORITY**

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

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

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

ARTICLE 29 **F.O.P. RIGHTS**

29.1. 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 per State Statute N.J.S.A, 40A:14-1-77 Convention Leave Provisions, 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.

29.2. 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.

29.3. 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.

29.4. 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 30 **CREDIT UNION AND DEFERRED ANNUITIES**

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

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

30.3. 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 31
HEALTH AND SAFETY

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

ARTICLE 32
SAVINGS CLAUSE

32.1. 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.

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

ARTICLE 33
COPY OF AGREEMENT

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

ARTICLE 34
ON CALL DUTY

34.1. On Call 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 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 Duty status shall managed first by the FOP. The Sheriff will provide the FOP with the time periods in which On Call Duty status will be required for a six month period. The FOP will assign Officers to primary and secondary Duty Teams. The FOP will then provide the Duty Team lists to the Sheriff prior to the start of the six month period. If there are an insufficient number of volunteers, then the Sheriff shall have the right to mandatorily assign personnel to On Call Duty based upon the least number of weeks scheduled for On Call Duty for said six month period. This procedure will apply to primary and secondary Duty Team assignments.
- (C) Compensation for On Call Duty status shall be \$20 per day. Such payment shall be made on the next regular pay date following the completion of the On Call Duty status. Whenever an officer on On Call Duty status is called to duty, then said officer is obligated to answer and respond to the request, and said Officer shall be paid at the overtime rate in accordance with Article 6 of this contract.
- (D) Officers that are working afternoon and midnight shifts cannot sign up for On Call duty.

ARTICLE 35
DEFINITION OF SHERIFF

35.1. Whenever the Sheriff is mentioned in this Agreement, it shall be read as "the Sheriff or his designee."

ARTICLE 36
OFF DUTY WORK

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

36.1.1. 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.

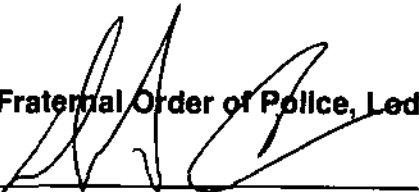
36.1.2. The hourly rate under the Policy for members of the FOP Lodge #39 working off duty jobs will be established by FOP Lodge #39. Any change to said rate must be communicated in memo form from the President of the Lodge to the Director of Human Resources no less than thirty (30) days prior to implementation of the new rate.

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.

36.1.3. 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 37
TERM AND RENEWAL

37.1. 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.

The Fraternal Order of Police, Ledge #39
By: 

Dated: 11-25-15

Sheriff Frank Provenzano
By: 

Dated: 12-8-15

Somerset County Board of Chosen Freeholders
By: 

Dated: 12-8-15

Appendix A

Schedule A

	Effective January 1, 2013		Effective January 1, 2014		Effective January 1, 2015
Academy Rate	39,594		39,594		39,594
Step 1	47,643	Step 1	47,643	Step 1	47,643
2	50,076	2	50,076	2	50,076
3	52,485	3	52,485	3	52,485
4	55,009	4	55,009	4	55,009
5	57,600	5	57,600	5	57,600
6	62,971	6	62,971	6	62,971
7	65,744	7	65,744	7	65,744
8	68,578	8	68,578	8	68,578
9	71,460	9	71,460	9	71,460
10	77,379	10	77,379	10	77,379
11	86,071	11	88,223	11	88,223

Note: Step movements will only occur effective January 1, 2013 and July 1, 2015. All step movements will be suspended between January 1, 2013 and June 30, 2015.

Appendix C

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