

**AGREEMENT**

**Between**

**SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS**

**And**

**THE FRATERNAL ORDER OF POLICE, LODGE #89  
SUPERIOR OFFICERS, SHERIFFS DEPARTMENT**

**January 1, 2005 through December 31, 2007**

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**AGREEMENT**

**THIS AGREEMENT** made for the period of January 1, 2005 through December 31, 2007.

**BETWEEN**

**SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS**, hereinafter sometimes called the "County".

**AND**

**THE FRATERNAL ORDER OF POLICE, LODGE #89**, Superior Officers, Sheriffs Department, hereinafter referred to as the "F.O.P.".

**ARTICLE I**  
**RECOGNITION**

The County recognizes the F.O.P. as the sole and exclusive representative for purposes of collective bargaining; of a unit composed of all Superior Officers in the Sheriffs Department. This unit does not include Sheriff's Officers, Correction Officers, members of the Identification Bureau, nor does it include the Sheriff or any deputy Sheriff.

**ARTICLE II**  
**SALARIES**

- 2.1. Effective January 1, 2005, the annual base salary for each member of the bargaining unit as of December 31, 2004 will be increased by five and one-half percent (5.5%). Individual salaries will be as set forth on Schedule A.
- 2.2. Effective January 2, 2006, the annual base salary for each member of the bargaining unit as of December 31, 2005 will be increased by four percent (4%). Individual salaries will be as set forth on Schedule A.
- 2.3. Effective January 2, 2007, the annual base salary for each member of the bargaining unit as of December 31, 2006 will be increased by three and one-tenth percent (3.1%). Individual salaries will be as set forth on Schedule A.
- 2.4. In the event the negotiation with Sheriff's Officers F.O.P. #39 result in wage increases so that the spread between the base rate of the highest paid Sheriff's Officer and the lowest paid Superior Officer is less than 10 percent in any one year, then the County and F.O.P. Lodge #89 agree to reopen negotiations over wages.
- 2.5. Effective January 1, 1995, each Superior Officer will be required to carry pagers as directed by the Sheriff. The parties agree that each Superior Officer will be compensated for carrying such pager by receiving an annual stipend of Two Thousand Five Hundred Dollars (\$2,500.00) payable in two equal payments on July 1 and December 1.

Effective January 1, 2005, the pager stipend will be paid in two equal semi-annual installments commencing on July 1, 2005.
- 2.6. The Parties agree that the positions of Captain and above are not eligible for regular overtime compensation. In order to reflect the difference in position of responsibility, salaries for the position of Chief and Captain will be adjusted on a one-time basis to be carried forward so that the differential between ranks will be as follows:

- (a) Between highest paid Lieutenant and Captain – 15%;
- (b) Between highest paid Captain and Chief – 20%

**ARTICLE III**  
**LONGEVITY**

3.1 Effective January 1, 2005, those individuals employed in the unit who have five (5) or more full years of completed service shall receive 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.

The longevity schedule is as follows:

Employees who shall have completed:		Longevity Percentage to <u>be applied to wage rate:</u>
<u>At Least</u>	<u>But not more than</u>	
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		3.75

- 3.2 Effective January 1, 2005, any employee promoted a higher rank (e.g. Sergeant to Lieutenant) shall receive an increase in his or her base rate of one thousand dollars (\$1,000.00) or to the minimum rate of the rank promoted to, whichever is greater.
- 3.3 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 appointed to an acting position, and on the sixth (6<sup>th</sup>) day for those assigned to such position.

**ARTICLE IV**  
**OVERTIME**

- 4.1 For Sergeants and Lieutenants only, time and one half payment shall be made for all overtime hours worked above 40 hours in any one scheduled workweek, or similar work period. The computation of such overtime shall be based upon the employee's hourly rate in effect at the time that the overtime is performed.
- 4.2 All paid time off shall be counted for the purposes of computing the hours worked in any one scheduled workweek, or similar work period, in determining eligibility for overtime pay.
- 4.3 For purposes of this agreement, the workweek is defined as follows: Commencing at 12:01 a.m. Sunday and terminating 12:00 midnight Saturday of each week.
- 4.4 Hours worked over and above 40 hours in any one workweek as stated in Article IV, Section 4.3 will be termed overtime. For all employees 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 employee's option and request. Overtime hours worked will be paid in cash or converted to compensatory time off at the rate of one and one half hours for each full hour worked.

If an employee's option is to take compensatory time off, the time must be scheduled during that calendar year in which the overtime was worked, with their supervisor's approval. A maximum of 40 compensatory time off hours shall be allowed to accumulate at any time; any hours over 40 shall be paid in cash in the following pay period at the overtime rate.

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. Between December 1 and December 31 of each year, any time worked over the 40 hours shall be paid in cash at the overtime rate.

Overtime shall be recorded on the P2K electronic time sheet and submitted to Finance. A compensatory time sheet shall be established manually for each Superior Officer. When entering compensatory time, another supervisor will sign off for the time worked by the employee. Copies of the compensatory time sheets will be forwarded to Finance by November 30 of each year for payment of unused compensatory time.

Whenever compensatory time is converted to cash overtime under this policy, it shall be paid at the officer's rate in effect at the time payment is made.

To the extent not addressed in this policy, the use of and payment for compensatory time shall be in accordance with the Fair Labor Standards Act.

**ARTICLE V**  
**MINIMUM CALL-IN TIME**

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

**ARTICLE VI**  
**SAVINGS CLAUSE**

- 6.1 In the event that any provision of this Agreement shall be declared at any time invalid by legislative act or by any court of competent jurisdiction, such decision shall not invalidate the entire Agreement. It is the express intent of the parties hereto that all other provisions declared invalid shall remain in full force and effect.
- 6.2 There shall be no diminution in benefits of any type whatsoever during the term of this Agreement, provided such benefits were in effect and applicable to member of the bargaining unit on and after January 1, 2005. The County shall pay the cost of any increase required to maintain such benefits at their present level.



**ARTICLE VII**  
**HOLIDAYS**

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

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

7.2 In the event that the County shall declare a holiday or other time off with pay for all other County employees, then the individuals of the unit shall receive like treatment. An employee who shall be scheduled for, and shall actually work during such period of time, shall receive time and one-half pay for the applicable period covered by the declaration of the County.

**ARTICLE VIII**  
**VACATION**

8.1 For the purposes hereof, the vacation accrual period will be considered the calendar year.

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

<u>Years of Service</u>	<u>Hours of Vacation</u>
1 – 5 years	80
6 – 10 years	96
11 – 15 years	120
16 – 20 years	144
21 – 25 years	160
26+ years	200

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

**ARTICLE IX**  
**SICK LEAVE**

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

9.2 At the beginning of each subsequent calendar year, employees shall be credited with one hundred and twenty (120) sick leave hours.

9.3 Employees may accumulate sick leave hours to a maximum of 1,440 hours. Any sick leave hours in excess of 1,440 hours will be converted to vacation hours at the end of each calendar year on the basis of eight (8) vacation hours for every twenty four (24) sick hours.

9.4 Should an employee pass away, resign in good standing or be terminated through no fault of his or her own after 10 years of service or more, the employee, or his or her estate, shall receive payment for one-third (1/3) of his or her accumulated, unused sick leave hours. Payment shall also be received for one-twelfth (1/12) of the sick leave hours credited at the beginning of the terminating year for each full month worked during that time, provided the time had not already been used. An employee resigning not in good standing or terminated as a result of disciplinary action shall not receive payment for accumulated sick leave hours.

9.5 Upon retirement, an employee shall receive payment for one-half of any accumulated and unused sick leave hours carried over from the previous calendar year, regardless of length of service. Further, an employee shall receive payment for one-twelfth (1/12) of the sick leave hours credited at the beginning of the retiring year for each full month, provided said hours have not been used.

**ARTICLE X**  
**EXTENDED SICK LEAVE**

10.1 In the event an employee's illness, disability or incapacitation caused by pregnancy, childbirth or confinement continues and employee exhausts accumulated sick leave hours, extended sick leave benefits may be available for a maximum period of 26 weeks, at a rate of 50% of his or her base salary. The 26-week period may extend into

the next calendar year; however, no more than 26 weeks in any one calendar year may be awarded.

- 10.2 Eligibility for extended sick leave benefits shall be as set forth in the County Personnel Policy.

## **ARTICLE XI**

### **OTHER LEAVES**

- 11.1 **Bereavement:** Employees may be granted up to 40 hours 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, brother-in-law, sister, sister-in-law, or step or half relative of a similar nature. In the event of the death of another relative or in-law, an employee may request a vacation or personal day(s).
- 11.2 **Leave of Absence Without Pay:** In the event of extraordinary personal reasons, a leave of absence without pay may be granted to an employee for a period of up to 90 calendar days. Approval or disapproval shall be based on: (a) whether the employee can be spared at that time; (b) the reason for the leave; (c) employee's work record; and (d) employee's length of service. No more than one leave without pay shall be approved in any 24-month period.
- 11.3 **Military Leave:** An employee who is a member of an organized reserve of the Armed Forces of the United States is entitled to a military leave of absence, with pay, for field training.
- 11.4 **Jury Duty:** Employee summoned for jury duty shall be given time off and receive full pay in addition to remuneration received from the Courts.

**ARTICLE XII**  
**HEALTH/LIFE BENEFITS**

- 12.1 Health/Dental Benefits: The County will continue to cover all employees in the County Health Benefit Program. Notwithstanding anything else in the Agreement to the contrary, should the County change in any respect the health and dental benefits provided to other County employees, said changes shall also be made to the health and dental benefits provided to the employees covered by this Agreement without prior negotiations.
- 12.2 Retirement Benefits: Enrollment is automatic in the Police and Fire Retirement System (PFRS) following 3 full months of full-time employment, unless the employee is 35 years of age. New employees hired at 35 years of age will automatically be enrolled in the Public Employee's Retirement System (PERS) following 3 months of full-time employment. Contributions are based on a percentage of salary, determined by age, and are shared by the employee and the County.
- 12.3 Life Insurance: Most employees who are enrolled in PERS or in PFRS 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.
- 12.4 Deferred Compensation Program: Employees may participate in the County Deferred Compensation Plan in the manner set forth in the County Personnel Policy.

**ARTICLE XIII**  
**EDUCATIONAL REIMBURSEMENT**

- 13.1 Employees will be eligible for educational reimbursement in accordance with County Policy.

**ARTICLE XIV**  
**CLOTHING ALLOWANCE**

- 14.1 The parties hereto agree that the County will provide each employee with the necessary set of uniforms and replace such uniforms as needed. The employee shall be responsible for the maintenance of said uniform, and shall receive the sum of eight hundred fifty dollars (\$850.00) for the year or the prorated portion thereof for this purpose. The clothing allowance will be paid in two equal semi-annual installments, commencing on July 1, 2005.
- 14.2 Each uniformed employee shall receive a shoe allowance of sixty dollars (\$60.00) twice per year for the purpose of uniform shoes.

**ARTICLE XV**  
**PERSONAL DAYS**

- 15.1 Full-time employees shall be granted twenty four (24) personal leave hours per year. These hours may be taken in no less than four (4) hour increments.
- 15.2 Personal days shall be granted to employees without the requirement that the Sheriff, or any other Superior, be given the reason or reasons for requesting such personal days by the employee.

**ARTICLE XVI**  
**SHIFT DIFFERENTIALS**

- 16.1           During such time that the Sheriff maintains a 2:00 p.m. to 12:00 midnight shift, those Sergeants and Lieutenants working the 2:00 p.m. to 12:00 midnight shift shall receive a shift differential of \$.40 per hour. If the Sheriff institutes a 12:00 midnight to 7:00 a.m. shift during the life of this Agreement, those Sergeants and Lieutenants working the 12:00 midnight to 7:00 a.m. shift shall receive a shift differential of \$.80 per hour.

**ARTICLE XVII**  
**MEAL REIMBURSEMENTS**

- 17.1           Superior officers who are required to perform out-of-county transportation runs and who have been on duty for at least four (4) hours shall be reimbursed for meals purchased during such out-of-county runs, up to the following maximum limits:

\$ 4.50 for breakfast

\$ 6.50 for lunch

\$12.50 for dinner

**ARTICLE XVIII**  
**GRIEVANCE PROCEDURE**

- 18.1 A grievance is hereby defined to be any controversy, complaint, understanding or dispute between the employees and the employer.
- 18.2 Employees shall have the right to have an F.O.P. representative present during discussion of any grievance with representatives of the employer.
- 18.3 Any grievance arising between the employer and an employee shall be settled in the following manner:  
STEP 1: The aggrieved employee must present his or her grievance to his or her direct supervisor within ten (10) days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the direct supervisor within ten (10) days, the grievance may be appealed to STEP 2. Such appeal must be made within five (5) working days.  
STEP 2: Within ten (10) working days the employee and his or her F.O.P. representative shall take the matter up with the Sheriff. A decision by the Sheriff shall be made within ten (10) working days. If a satisfactory settlement is not reached, an appeal to STEP 3 may be taken. Such appeal must be made within five (5) working days.  
STEP 3: If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Public Employment Relations Commission for arbitration. No employee grievance may be referred to the New Jersey Public Employment Relations Commission without the written approval of F.O.P. Lodge #89.
- 18.4 The Arbitrator shall be limited to violations of the Agreement, and shall not have the authority to amend or modify this Agreement, or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.



18.5 A mutual settlement of the grievance, pursuant to the procedures set forth herein, and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

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

## **ARTICLE XIX**

### **DISCIPLINE**

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

## **ARTICLE XX**

### **F.O.P. MEMBERSHIP**

20.1 The County agrees to deduct from the salaries of its employees, subject to this agreement, dues for the F.O.P. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e). 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.

20.2 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 employee.

20.3 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 County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Employer, in reliance upon salary deduction authorization cards submitted by the F.O.P. to the County.

**ARTICLE XXI**  
**VACANCIES IN POSITIONS**

21.1 Whenever there is a vacancy in one of the positions covered by this Agreement, a notice of the vacancy will be posted by the County and the position will be filled according to principles of seniority, provided the employee is qualified and willing to perform the work.

**ARTICLE XXII**  
**NOTICE OF SHIFT CHANGE**

22.1 Whenever the County, through its authorized agents, seeks to change the shift of any employee covered by this Agreement, then, in those cases where the employment on the new shift will be for one week or more, the County will give two weeks’ notice of the change of shift to the employee.

**ARTICLE XXIII**  
**SNOW DAYS**

23.1           The parties agree that the Sheriff shall have the right to declare a snow day when appropriate, on weekends and holidays when the County offices are normally closed.

**ARTICLE XXIV**  
**REOPENER FOR SHIFTS**

24.1           In the event that Sheriff Superior officers covered by the Agreement are required to work shifts over and above the amount of shift work that are presently required to performs, either party may reopen this Agreement to negotiate additional compensation, if any, for said additional shift work.

**ARTICLE XXV**  
**DURATION OF AGREEMENT**

25.1           This Agreement shall be effective as of January 1, 2005, and shall continue for a period of three (3) years, until December 31, 2007. In the event changes are desired by either party, notice in writing, together with proposed changes, shall be given to the other party at least 120 days prior to any expiration date, and the parties shall thereafter meet for the purpose of negotiating any changes required.

**ARTICLE XXVI**  
**F.O.P. RIGHTS**

26.1 The County agrees to grant necessary time of, without loss of pay or other benefits, to the members of the F.O.P. selected as delegates to attend any State or National Convention of the Fraternal Order of Police as provided under N.J.S.A. 11A:6-10.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands by authority of their respective bodies, the day and year first above written.

ATTEST:

SOMERSET COUNTY BOARD  
OF CHOSEN FREEHOLDERS:

\_\_\_\_\_

By: \_\_\_\_\_  
Richard A. Fontana,  
Freeholder Director

AND

By: \_\_\_\_\_  
Frank J. Provenzano, Sr., Sheriff

FRATERNAL ORDER OF POLICE  
LODGE #89 SUPERIOR OFFICERS  
SHERIFF'S DEPARTMENT

By: \_\_\_\_\_  
Captain Jeffrey Thompson

**SCHEDULE A**  
**AGREEMENT**  
 Between  
**SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS**  
 And  
**THE FRATERNAL ORDER OF POLICE, LODGE #89**  
**SUPERIOR OFFICERS, SHERIFFS DEPARTMENT**

January 1, 2005 through December 31, 2007

<b>TITLE</b>	<b>2005 Base</b>	<b>2006 Base</b>	<b>2007 Base</b>
----- Chief	117,018	121,699	125,472
----- Captain	97,543	101,445	104,590
----- Lieutenant	84,838	88,231	90,967
----- Sergeant	77,142	80,227	82,714
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