

ORIGINAL

AGREEMENT

Between

**THE SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS
AND SOMERSET COUNTY SHERIFF**

AND

THE CRIMINAL IDENTIFICATION OFFICER'S ASSOCIATION

January 1, 2010 - December 31, 2012

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PREAMBLE

This Agreement is entered into this 13 day of Dec, 2011 by and between The Board of Chosen Freeholders of the County of Somerset and the Sheriff, herein after referred to as the "Employer" and The Criminal Identification Officer's Association hereinafter referred to as the "Union."

This Agreement has as its intent and purpose to assure sound and economic relations between the parties, to provide an orderly means of resolving any misunderstandings or differences which may arise and to set forth herein agreements between the parties concerning rates of pay, hours of work and other conditions of employment.

The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE 1
Effective Date of Agreement

- 1.1** This Agreement shall be in full force and effect from January 1, 2010 through and including December 31, 2012 and shall continue from year to year thereafter unless written notice of desire to modify the Agreement is served by either party upon the other at least 60 days prior to the date of expiration.
- 1.2** Regulatory policies initiated by the Employer during the term of this Agreement directly affecting the Union, which may conflict with the provisions of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

ARTICLE 2
Recognition

- 2.1** The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agency for all regular full-time, non-supervisory employees including Civilian Identification Officers employed by the County of Somerset in the Identification Bureau as provided for in PERC Certification of Representation Docket #RO-2010-040, dated December 28, 2009. Excluded are managerial executives, confidential employees and supervisors within the meaning of the act; professional employees, police, casual employees, white collar employees and all other employees employed by the Somerset County Identification Bureau.
- 2.2** The Employer recognizes the Union as the sole and exclusive representative for the collective negotiations unit which includes all full time, regularly employed Civilian Identification Officers employed by the Somerset County Board of Chosen Freeholders.
- 2.3** The County shall enter into negotiations with the Union on those matters that are mandatorily negotiable. If a dispute arises as to the negotiability of such matters, then the procedures outlined within the grievance procedure of this Agreement shall be utilized to resolve such disputes.

ARTICLE 3
Union Rights

- 3.1** The Union shall designate one employee as Shop Steward, and one employee as the alternate steward. One of the stewards, or in his/her absence, the alternate steward, shall be given reasonable time off from his/her regular duties to investigate, discuss and attend grievance meetings provided that the designated Shop Steward or alternate obtains permission from the Supervisor of the Civilian ID Officers or his/her designee. Permission shall not be unreasonably denied. Under no circumstances shall the Shop Steward or alternate be discriminated against because of their position.
- 3.2** The Union shall provide to the Employer with the names of those employees designated as the Shop Steward and alternate and notify the Employer of any changes to those designations as they occur.
- 3.3** **Bulletin Boards** - The Employer shall provide the Union with reasonable access to its bulletin boards located at the work site.
- 3.4** **Filing Cabinet** – The County will provide a (2) two drawer filing cabinet for exclusive use of the union.
- 3.5** **Meeting Room**: After obtaining prior authorization and approval from the Sheriff, the Union may use the "Processing Room" for scheduled meetings.

ARTICLE 4
Dues Deduction

- 4.1** Upon receipt of a lawfully executed authorization from an employee, the Employer agrees to deduct the regular monthly Union dues of said employee from his/her paycheck. This deduction shall be submitted to a Union official so designated in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Deduction of Union dues made pursuant hereto shall be remitted by the Employer to the Union, c/o Secretary/Treasurer.
- 4.2** Upon request the Employer agrees to furnish the Union with the names of employees, their classifications of work, their rates of pay, and their dates of hire in the bargaining unit.

4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer or the Union under the provisions of this Article.

ARTICLE 5
Management Rights

5.1 All the powers, rights, prerogatives, duties, responsibilities and authority that the Employer had prior to the signing of this Agreement are retained by the Employer, except those that are specifically modified and only to the extent that they are modified by this Agreement and not contrary to public policy nor any law of the State of New Jersey.

ARTICLE 6
Probationary Employees

6.1 All newly hired employees shall serve a probationary period of ninety (90) calendar days. The County may extend the probationary period for up to an additional ninety (90) calendar days with the approval of the Union. The Union's approval of such extension shall not be unreasonably withheld. During this probationary period the County reserves the right to terminate a probationary employee for any reason. Such termination shall not have recourse through the grievance and arbitration provisions of this Agreement. Any employee who has been transferred into the unit shall serve a ninety (90) day probationary period.

ARTICLE 7
Discipline

7.1 The Employer shall administer discipline in a consistent manner that provides for the equal treatment of all employees. No employee shall be disciplined without just cause. In the event that an employee acts in violation of applicable County standards, conduct, rules or regulations, or any local, state, or federal law, a Division Head or Department Head shall take appropriate disciplinary action. When possible, such action shall be accomplished through constructive recommendation or verbal admonishment. However, when an employee does not respond to verbal correction, or verbal correction is, in the opinion of the Supervisor of the Civilian ID Officers or Designee, not appropriate, it shall be necessary for the Supervisor of the Civilian ID Officers or Designee to take a more

serious and impressive form of action against the employee. Such action shall take the form of a verbal warning first and second Written warning and then suspension without pay where warranted, and termination when necessary. The personnel records of an employee who is terminated as a result of any type of disciplinary action shall indicate that the termination was for cause and not in good standing.

- 7.2** If the Employer imposes discipline (as defined in Division of Human Resources Policy and Procedure Manual), written notice containing the nature of the discipline shall be given to the employee and the Shop Steward within seven (7) calendar days of the disciplinary action.
- 7.3** The time for filing a disciplinary grievance will not begin to run until the notice of discipline is transmitted to the Shop Steward.
- 7.4** Any disciplinary action to be imposed shall be determined within thirty (30) calendar days from the date of the event giving rise to such disciplinary action or the Employer's knowledge thereof, whichever is later.
- 7.5** After an employee has completed his/her probationary period, disciplinary action shall be appealable through the grievance procedure.

ARTICLE 8 **Grievance Procedure**

- 8.1** The parties agree to adhere to the grievance procedures as provided in the Division of Human Resources Policies and Procedures Manual. That policy is incorporated by reference herein.
- 8.2** As provided in the Division of Human Resources Policies and Procedures Manual, the time limits specified below shall be complied with unless the parties involved mutually agree to extend them. Failure of an employee to act within the specified time limits shall constitute an abandonment of the grievance. Failure of the Supervisor of the Civilian ID Officers, the Under-Sheriff of Administration or the Sheriff to act within the specified time limit shall constitute legitimate grounds upon which an employee may proceed to the next step in the grievance procedure.

8.3 Steps of the Grievance Procedure:

- Step 1:** The aggrieved employee or employees must present the grievance in writing to the Supervisor of the Civilian ID Officers through the Shop Steward within fourteen (14) working days after the aggrieved party knew or reasonably should have known that an event giving rise to the grievance or the reason for the grievance has occurred. The grievance must be submitted in writing, on forms provided by the Union, and shall state the cause of the grievance, the provision of this Agreement violated, and the remedy requested. All grievances must be signed and dated by the aggrieved party. If a satisfactory settlement is not reached with the Supervisor of the Civilian ID Officers within three (3) working days, the grievance may be appealed to Step 2. Such appeal must be made within five (5) working days of the date on which the grievance is answered, or on which the answer is due or is submitted, whichever date occurs first.
- Step 2:** At Step 2, the grievance shall be presented in writing to the Under-Sheriff of Administration. The Supervisor of the Identification Bureau's decision shall then be reviewed by the Under-Sheriff of Administration who shall respond in writing within five (5) working days. If the Under-Sheriff of Administration fails to respond or if a satisfactory settlement is not reached in that time, the Under-Sheriff of Administration's decision may be appealed to the Sheriff. Such appeal must be made within five (5) working days of the date on which the Step 2 grievance is answered, or on which answer is due or is submitted, whichever date occurs first.
- Step 3:** At Step 3, the grievance shall be presented in writing to the Sheriff. The Sheriff, or the person assigned by the Sheriff, shall call a meeting no later than fourteen (14) days from the receipt of the grievance to review the evidence with the grievant, a representative of the Union and the shop steward. The written decision on the grievance by the Sheriff must be made within ten (10) days of the meeting. Such answer shall be considered as satisfactory and the grievance considered settled unless the Union gives the Employer written notice of its intent to arbitrate within thirty (30) days of the close of the meeting in accordance with the arbitration provisions hereinafter set forth.
- Step 4:** If no satisfactory settlement has been reached within the time limits, the matter shall be referred to an arbitrator selected as provided herein.

Within ten (10) working days after receipt by the Employer of the Union's notice of intent to arbitrate, the Union shall request PERC to submit a panel of arbitrators from which the Employer and the Union will attempt to mutually select an acceptable arbitrator. Both the Union and the Employer shall have the right to request two (2) additional panels of arbitrators, provided that if the parties are unable to mutually select an arbitrator after the exercise or waiver of these rights, PERC shall appoint an arbitrator.

- 8.4** Only grievances which involve an alleged violation of the express provisions of this Agreement and which otherwise are both mandatorily negotiable and also subject to contractual arbitration under the provisions of applicable New Jersey law may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from, or change, modify or amend any of the terms or provisions of this Agreement.
- 8.5** A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the arbitrator is not binding and will be reviewed by the parties and the employee involved.
- 8.6** Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to request the movement of any grievance at any step or to terminate any employee grievance at any step shall be final as to the interests of the grievant.
- 8.7** The cost of arbitration shall be split equally between the Employer and the Union.

ARTICLE 9

Access to Personnel Records

- 9.1** The parties agree to incorporate by reference herein the Division of Human Resources Policy and Procedure Manual regarding personnel records.
- 9.2** As per the Division of Human Resources Policy and Procedure Manual, Human Resources shall maintain separate personnel and medical records for each employee of the County. Personnel records shall include, but not be limited to, the individual's application for employment, dates of appointment and title changes, salaries, notices, accommodation or disciplinary action and performance appraisals.
- 9.3** Medical records shall include medical documentation, records of leaves of any kind taken or accumulated. Upon request to Human Resources and the scheduling of an

appointment, an employee shall be permitted to inspect and review his/her own personnel and medical records and have copies made as per the fee schedule in the Division of Human Resources Policy and Procedure Manual.

ARTICLE 10
Labor Management Meetings

10.1 The Union and Employer agree to establish a Labor/Management Committee designed to promote a harmonious relationship and resolve problems in an expeditious manner. The Committee shall be comprised of two (2) rank and file members and a Local staff representative and up to three (3) management representatives. It is the right of the respective parties to select representatives of their own choosing. Meetings shall commence on an as-needed basis and may be adjourned at the request of either party.

ARTICLE 11
Salaries

11.1 The Employer and the Union agree that all bargaining unit employees will be designated as non-classified.

11.2 Unit employees on the County payroll as of the date this collective bargaining agreement is approved by the Somerset County Board of Chosen Freeholders will receive the following wage increases:

A. January 1, 2010, Zero percent (0.00%) Increase

B. Effective January 1, 2011, employees shall receive the following increases added to base salary:

For salaries from \$0 - \$39,999 – two percent (2%)

For salaries from \$40,000 - \$59,999 – one and one-half percent (1.5%)

C. January 1, 2012, as per the 2012 County Compensation Policy, with a minimum increase of one percent (1%).

11.3 Effective January 1, 2010, longevity shall not be accrued by or credited to any bargaining unit employee. Salary credit for longevity accrued by bargaining unit members through and including December 31, 2009 shall be rolled into each employee's base salary on a one-time basis on January 1, 2011.

11.4 Future Hires: Effective January 1, 2010, starting salary of new hires, if any, is determined at the discretion of the Sheriff. For the duration of this Agreement, the Sheriff will set starting salaries for new hires between \$31,360 (minimum) and \$52,520 (maximum) at his discretion.

ARTICLE 12 **Hours of Work and Overtime**

12.1 In order to ensure consistency in determining hours worked and overtime hours for purposes of this Agreement, the County's standard week commences at 12:01 a.m. on Sunday and terminates at 12:00 midnight on Saturday each week. Regular work hours are scheduled from Monday to Friday from 7:00a.m. to 4:30 p.m. depending on shift assignment as set forth in section 12.2

12.2 All shifts include an unpaid lunch and are defined as follows:

- A. First shift: 0700 to 1530
- B. Second shift: 0730 to 1600
- C. Third shift: 0800 to 1630

12.3 Employees shall be entitled to two (2) fifteen minute paid breaks per work day. However, the Sheriff or his/her designee shall have the right to prohibit or shorten any breaks if the need arises.

12.4 Time and one-half (1 ½) payment shall be made for all overtime hours worked above forty (40) hours in any one (1) scheduled work week.

12.5 The computation of overtime shall be based upon the employee's hourly rate in effect at the time the overtime is performed.

12.6 All paid time off shall be counted for purposes of computing the hours worked in any one (1) scheduled work week or similar work period, in determining eligibility for overtime pay.

12.7 Overtime compensation for working on a holidays shall be at the rate of one and a half (1 ½) times the regular rate of pay, plus the pay for the regularly salaried working day.

12.8 Overtime for regularly scheduled shifts and special details will be offered to the regular full time identification officers of this department. The procedure to distribute the overtime is set forth in Appendix D. This includes the understanding that the Supervisor will retain the prerogative to assign a specific officer to an assignment when the credentials or skills and attributes of that officer are prudent to the situation. It is understood that when the

Supervisor shall bypass others on the overtime roster, such bypassed employees must become next on the list for purposes of the overtime roster. The purpose of this clause is to equalize the overtime distribution and opportunities among all employees of this department, and the same shall not be defeated by the employer's need for special selection of persons for specific duties or details. When no volunteers can be found for overtime, it is understood that mandatory overtime will be distributed upon a reverse seniority order.

12.9 **CALL-IN TIME** - Any individual reporting on a special call into work outside his or her regularly scheduled working hours will be paid four (4) hours pay at his/her overtime pay 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/she is called in might have been less than four (4) hours.

ARTICLE 13 **Temporary Assignments**

13.1 Any individual appointed to an acting position of Supervisor of Civilian ID Officers or is so assigned by the Under-Sheriff of Administration or his/her designee to perform the duties of the Supervisor shall be compensated for such work at a rate of \$3.00 added to the current hourly rate.

13.2 An employee's hourly rate shall be computed by their regular base salary, if annualized, and dividing by 2080 hours.

ARTICLE 14 **Uniform Allowance**

14.1 The Employer shall provide every employee every other year with the following uniforms:

- A. Four (4) long sleeve shirts with logo
- B. Four (4) short sleeve shirts with logo
- C. Four (4) uniform pants

14.2 The Employer shall provide one (1) Light weight jacket on time of hire.

14.3 The Employer shall provide two (2) large black umbrellas to be used for on duty employees.

ARTICLE 15
Health/Life/Pension/Other Benefits

- 15.1** The County will continue to cover those employees in the County Health Benefits 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.
- 15.2** All employee contributions are subject to statutory governance under P.L. 2011, Chapter 78, with a minimum 1.5% premium contribution pursuant to P.L. 2010, Chapter 2.
- 15.3** With regard to physician co-payments, the following will apply:
- a. From January 1, 2011 through December 31, 2011, the physician co-payment will be \$15.00.
 - b. Effective January 1, 2012, the physician co-payment will be the amount stated in the County Health Benefits Program for Year 2012.
- 15.4** With regard to Prescription Drug co-payments, the following will apply:
- a. From January 1, 2011 through December 31, 2011, the prescription co-payment will be \$10 for generics and \$15 for brand name drugs.
 - b. Effective January 1, 2012, the prescription co-payment will be \$20 for generics and \$30 for brand name drugs.
- 15.5** Employees hired up to and including January 1, 2010 will receive life time health medical 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 and P.L. 2011, C.78.
- 15.6** Pension Benefits - Those employees that qualify for pension benefits shall be enrolled into the Public Employees Retirement System (PERS).
- 15.7** Life Insurance - Employees who are enrolled in PERS 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.

15.8 Deferred Compensation – Credit Union - Employees may participate in the County Deferred Compensation Plan in the manner set forth in the Division of Human Resources Policies and Procedures Manual. Employees may participate in the County employees' Credit Union.

15.9 Educational Reimbursement - Shall be as per Division of Human Resources Policies and Procedures Manual.

ARTICLE 16 **Vacation**

16.1 Vacation during the remainder of the first calendar year of employment.

- A. If an employee is hired before July 1st of a given year, he/she shall be eligible for a vacation during the remainder of said year. A full-time employee shall earn one (1) vacation day at full pay for each full month of service during the remainder of the calendar year in which employed; however, the maximum number of days a full-time employee may earn during the remainder of the calendar year in which employed shall not exceed ten (10) working days. For the purpose of this policy, any person hired as an employee on or before the 15th of a given month shall earn vacation time at the end of said month. During the remainder of the calendar year in which employed, an employee may use vacation days only as earned; however, in no case may vacation days be taken until an employee has completed six (6) months of service.
- B. If an employee is hired on or after July 1st of a given year, he/she shall not be eligible for vacation during the remainder of said year. The employee also shall not earn vacation days during the remainder of said year.
- C. At the beginning of the following calendar year, a full-time employee shall be credited with vacation days in accordance with the Schedule below; however, in no case may vacation days be taken until an employee has completed six (6) months of service.

16.2 Vacation Schedule for Full-Time Employees

Years of Service	Number of Days
After completion of year in which hired, but less than 5 years on July 1st	10 days / year
More than 5 years, but less than 10 years on July 1st	12 days / year
More than 10 years, but less than 15 years on July 1st	15 days / year
More than 15 years, but less than 20 years on July 1st	18 days / year
More than 20 years, but less than 25 years on July 1st	20 days / year
More than 25 years on July 1st	25 days / year

16.3 In the event of death of an employee, the employee's survivor, estate, or administrator shall receive payment for the employee's unused vacation time, computed in the same manner as it is for an employee who resigns in good standing after completing six (6) months of employment.

ARTICLE 17
Holidays

17.1 Holidays will be celebrated and based on the Somerset County Holiday schedule.

17.2 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 this unit shall receive like treatment. An employee who shall be scheduled for, and shall actually work during such a period of time shall receive time and one-half (1 ½) pay for the applicable period covered by the declaration of the County.

17.3 Any employee who is required to work on a holiday at the discretion of the Sheriff or his/her designee shall receive an hourly rate of one and one-half (1 ½) times the regular salary rate for that time worked.

ARTICLE 18
Personal Time

- 18.1** Full time employees shall be granted three (3) days of personal time per year.
- 18.2** In the event that an employee is unable to reach his/her place of work because of weather or other conditions, such a day of absence may be treated as Personal Time if the employee notified his/her supervisor of the unavoidable absence.
- 18.3** The employee's request for personal leave will not be subject to inquiries as to the reason the leave time is needed. The employee must notify the Employer some time prior to the start of his/her shift (at least 24 hours is requested, but not required) of his/her intent to take personal time).
- 18.4** No more than one (1) Civilian ID Officer per day may be on personal leave at one time, unless management/supervisor in its discretion determines to permit more officers to be off.
- 18.5** When not in opposition to the agreed upon conditions of this contract, the Standard Operating Procedures for Personal Days will apply.

ARTICLE 19
Sick Leave

- 19.1** Sick leave shall be provided as per Division of Human Resources Policies and Procedures Manual (Appendix A).
- 19.2** For purposes of this Agreement, bargaining unit members shall keep and use all unused sick days issued to them on January 1, 2011 (a maximum of fifteen (15) days).
- 19.3** On January 1, 2012, all bargaining unit members shall be entitled to twelve (12) sick days.
- 19.4** All employees in the bargaining unit will follow the County Division of Human Resources Policies and Procedures Manual Sick Leave Policy in its entirety except for Section 5 of the policy which will be replaced with the following:
- 19.5** The following will replace all of "Section 5" of the County Sick Leave Policy

Section 5 - Payment for Accumulated Sick Leave

Section 5-A Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2011 and not used by date of final ratification. This is referred to as the "2010 Sick Bank".

Section 5-B When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2010 Sick Bank, payable at their 2010 rate of pay. If, after computing one-third of an employee's accumulation of unused 2010 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.

Section 5-C 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 hours in their 2010 Sick Bank, regardless of his/her number of years of service with the County.

Section 5-D When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2010 Sick Bank, payable at their 2010 rate of pay, regardless of the number of years of service the employee had with the County.

ARTICLE 20 **Other Leaves**

- 20.1** **Bereavement Leave** - A Civilian ID Officer shall be granted up to five days of bereavement leave with pay for a death in the immediate family and attendance at the funeral. Immediate family shall be limited to father, mother, father in-law, mother in law, husband, wife, registered Domestic Partner or Civil Union Partner, child, son in law, daughter-in law, grandparent, great grandparent, grandchild, brother, sister, brother-in-law, sister-in-law or a step or half relation of a similar nature. In the event of the death of other relatives or in laws, an employee may request a vacation day(s), personal day(s), or a leave without pay. Temporary employees shall not be eligible for bereavement leave.

- 20.2** Jury Duty Leave - If an employee is summoned for jury duty, he/she will receive full pay for any time spent not on jury duty. However, on those days when the jury is not in session, or on days when an employee is excused from jury service prior to 12:00pm, the employee is expected to return to work for the balance of that shift.
- 20.3** Military Leave - Per Division of Human Resources Policies and Procedures Manual.
- 20.4** Freeholder Action Days - Employees covered by this Agreement who work on a Freeholder Action day shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.
- 20.5** Leave of Absences Without Pay - Per Division of Human Resources Policies and Procedures Manual.
- 20.6** Other Leaves – The County complies with applicable Federal and State regulations (NJFLA, FMLA, NJFLI, etc.)

ARTICLE 21

Complaints Against Inmates and Defendants

- 21.1** Members of this bargaining unit shall have the absolute right to sign and initiate complaints against inmates, defendants, probationers and/or parolees without prior approval required by the Sheriff or any other person. Whenever a complaint in court is filed by any Civilian ID Officer, then the Sheriff shall be notified and a report shall be made. Due to the unique working conditions of the employees covered under this contract, every officer shall have the unquestioned right to call upon a Sheriff's Officer or a Corrections' Officer to assist them if a circumstance arises which endangers their safety.

ARTICLE 22

Shifts/Changes/Switching and Selection

- 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 (1) week or more, the County will give two (2) weeks notice of the change of shift to the employee prior to its commencement.
- 22.2** Shift Selection - The employer shall implement and maintain a shift selection procedure with the following provisions:
- A. The employer shall post a seniority list by November 1st of the preceding year.

- B. Seniority bidding shall commence November 1st.
- C. Bids shall be in writing to the Supervisor.
- D. The new schedule shall be posted by December 1st based upon the bids.
- E. The new schedule, which is the result of the seniority bidding process, shall be effective the first full week of January.
- F. Seniority shall be defined as the initial date of continuous employment in the ID Division as a full time Civilian Identification Officer at the Somerset County Sheriff's Office.
- G. The employer shall have the right to deviate from the procedure in special needs circumstances, including but not limited to ensuring appropriate staffing levels and ensuring workplace safety as well as the specifications required at any given time.

22.3 **SWITCHING OF SHIFTS** - The parties agree to the following procedure for Switching of Shifts:

- A. Any employee requesting a switch of shift approval must do so by completing an application form for switch of shifts.
- B. All Civilian ID Officers that request a switch will submit their request to the Supervisor of Civilian ID Officers.
- C. Switch forms must be completed and signed by both parties requesting the switch.
- D. Switch forms that are not properly completed may not be approved.
- E. All switches should be submitted with at least twenty four (24) hours notice, except in case of an emergency.
- F. Last minute emergency switches will be approved by the Supervisor of Civilian ID Officers.
- G. Provided the requesting employee has executed the proper forms, the switch shall be reasonably approved by the Supervisor so long as minimum staffing requirements are met.
- H. Switch must be made within the same day.

ARTICLE 23
COMPENSATION CLAIMS

23.1 The EMPLOYER and the employee agree to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The EMPLOYER shall provide Worker's Compensation protection for all employees if the injury arose out of and in the course of employment.

23.2 In the event that an employee is injured on the job, the EMPLOYER shall pay such employee guaranteed wages for that day lost because of such injury. An employee who is

injured on the job and is sent home or to a hospital, or who must obtain medical attention shall receive pay at the applicable hourly rate of pay for the balance of the regular shift or overtime guaranteed on that day. An employee who has returned to regular duties after sustaining a compensable injury who is required by the Worker's Compensation doctor to receive additional medical treatment during regularly scheduled working hours shall receive the regular hourly rate of pay for such time.

ARTICLE 24 **LAYOFF & REDUCTION IN FORCE**

24.1 When a situation exists where there are program or budget cuts, program shifts, consolidation of functions, or lack of work, it may require layoffs or a reduction in the work force. Any required reduction in the work force shall be made in such job classifications and divisions as the Sheriff may designate in accordance with the Division of Human Resources Policies and Procedures Manual, Layoff, Reduction in Force (attached hereto as Appendices B and C) except as provided for herein.

ARTICLE 25 **SAVINGS CLAUSE**

25.1 In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or by any court of competent jurisdiction, such decisions shall not invalidate the entire Agreement. It is the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 26
DURATION

This Agreement shall be full force and effect from January 1, 2010 to and including December 31, 2012 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal to this Agreement, as set forth in the Memorandum of Agreement entered into by the parties on Dec 13, 2011, which has been approved by the Somerset County Board of Chosen Freeholders on Dec. 13, 2011

FOR THE UNION

By: [Signature]

Date: 10-25-2011

County Counsel

By: [Signature]

Date: 10/28/11

Sheriff

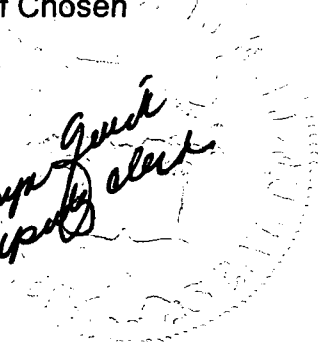
By: [Signature]

Date: 11-23-11

Director of Somerset County Board of Chosen Freeholders

By: [Signature]

*attest
Katherine Guise
deputy clerk*



Sick Leave

Policy

Section 1. General

- A. From time to time employees, their dependents, spouse, domestic partner, civil union partner or parents suffer illnesses or injuries which compel their absence from work. To encourage these employees to take proper care of themselves and their families, and to discourage coming to work with illnesses which could be complicated or which could be contagious to their fellow employees, and to meet their obligations for dependent, spousal or parental care, a system of paid sick leave hours for these short term disabilities has been established. Sick leave hours may be used only for personal illness, injury or pregnancy or for dependent, spouse, domestic partner, civil union partner or parental illness. For purposes of this policy, dependents include sons, daughters, step or half relation of a similar nature, son-in-law, daughter-in-law, or grandchild. Temporary employees shall not be entitled to sick leave days.
- B. For the purpose of this policy, the accrual period will be considered to be the calendar year.
- C. An employee who uses sick leave for a period of five consecutive working days or longer for themselves, dependents, spouse, domestic partner, civil union partner or parents shall be required to produce a written statement from their physician advising of the nature and extent of the illness or injury. Such an employee may also be required to produce periodic written statements from his/her physician advising of the nature, extent, and estimated duration of the illness, injury or pregnancy for themselves, dependents, spouse, domestic partner, civil union partner or parents. Since any such physician's statement is defined under HIPAA privacy regulations as protected health information (PHI), it should be forwarded to the Human Resources division where it will be placed in the employee's medical file, thereby ensuring the employee's privacy is maintained. Human Resources will review physician's statements and inform divisions if they are acceptable. An employee on sick leave for a period of five consecutive working days or longer may be, at any time, required to undergo a physical examination by a County-designated physician. The cost of any such exam shall be paid by the County. Employees shall submit a Statement of Fitness from their physician in order to return to work.
- D. An employee using sick leave for a period of less than five working days shall not normally be required to produce a doctor's statement, unless, in the judgment of the Division Head, there is a question of authorized usage.
- E. An employee using sick leave for a period of less than five working days and has used all earned sick leave shall be charged with Leave Without Pay.

Sick Leave

- F. Pregnancy is a disability which may require the employee to be absent from the job because of incapacitation. Sick Leave shall be used to cover absences due to incapacitation caused by pregnancy, childbirth and confinement. Any additional time off after the delivery and recuperation period shall be in the form of available vacation hours or Leave of Absence Without Pay as Family and Medical Leave.
- G. Sick leave is not intended to cover routine medical appointments. Employees may use Personal Leave for such appointments.
- H. Employees who take no Sick Leave and who attain perfect attendance for a calendar year shall be granted their birthday as a day off in the following year.

Section 2. Accrual of Sick Leave Days

- A. At the beginning of each calendar year, each full-time and part-time employee shall be credited with sick leave hours in accordance to the schedule below.

WEEKLY WORK HRS.	20	21	25	28	30	35	37 ½	40
Sick Leave Hours	48	51	60	68	72	84	90	96

Section 3. Sick Leave Accrual During Remainder of First Calendar Year of Service

- A. Full-time or part-time employees shall earn sick leave up to 8 hours for each full month of service during the remainder of the calendar year in which hired in accordance to the following chart.

WEEKLY WORK HOURS	20	21	25	28	30	35	37 ½	40
Monthly Earning of Sick Leave in Remaining Calendar Year	4	7	5	7	8	7	7 ½	8

- B. For the purpose of this policy, all employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month.
- C. During the remainder of the calendar year in which employed, employees may use sick leave hours only as earned. Any additional absences shall be charged to Leave without Pay.

Sick Leave

Section 4. Accumulation of Sick Leave

- A. Effective January 1, 2008, full-time employees may accumulate unused sick leave hours from year to year.
- B. Employees may also participate in the donated leave program by donating hours each calendar year to the bank.

Section 5. Payment for Accumulated Sick Leave

- A. Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2008. This is referred to as the "2007 Sick Bank".
- B. When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay. If, after computing one-third of an employee's accumulation of unused 2007 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.
- C. 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 hours in their 2007 Sick Bank, regardless of his/her number of years of service with the County.
- D. When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay, regardless of the number of years of service the employee had with the County.

Procedure

Section 1. Notification of Sick Leave Use

- A. An employee must notify his/her Division Head no later than the start of their regularly scheduled work day if they or a family member are ill and find it necessary to use sick leave hours. It shall also be the responsibility of these employees to notify their Division Head daily if the illness or disability continues for longer than one day.
- B. In cases of planned disabilities such as surgery or pregnancy, it shall be the employee's responsibility to notify the Division Head of the planned absence and submit to the Benefits Specialist a doctor's certificate with a prognosis, dates of anticipated duration of the disability and an expected return to work date; and a request of the type(s) of leave to be used to cover the disability. To ensure an employee's privacy is maintained, procedures

Sick Leave

outlined in Section 1C of the policy will be followed.

Section 2. Physician's Statement

In an instance where an employee shall be using sick leave hours for a period of five consecutive working days or longer, the employee must notify the Division Head and submit a written statement from the physician to the Benefits Specialist for review and placement in the employee's medical file. In other instances when the physician submits statements, such statement shall also be forwarded to Human Resources for placement in the employee's medical file. To ensure an employee's privacy is maintained, procedures outlined in Section 1C of the policy will be followed. Written statements shall consist of a diagnosis and prognosis of the illness, injury or pregnancy; extent and estimated duration of same. A statement of fitness to return to work shall also be required for any employee illness of five or more consecutive working days.

Section 3. Physical Examinations

If an employee is required to undergo a physical examination by a County-designated physician, the appointment shall be arranged through Human Resources and the employee shall be notified by that office. Any such exam shall be paid by the County.

Section 4. Recording Sick Leave Use

- A. Each day all timekeepers shall record any employee using sick day leave on the County's automated timekeeping system.
- B. Each pay period all Division/Department Heads shall approve all daily sick leave timekeeping transactions as noted in Section 3A of the procedures by submitting their automated timekeeping records to Payroll.
- C. The Division of Human Resources shall maintain a computerized record of leave balances on each employee for each year via the automated timekeeping system, and shall monitor any sick leave time that the employee has taken with the timekeeper. At the end of each calendar year, the number of sick leave hours not used the previous year will appear as the "Beginning Balance" on the following year's computerized attendance record which can be seen on the timekeepers computer screen. A record of all Sick Leave used by employees shall be maintained on the County automated timekeeping system.
- D. Upon completion of the updated computerized records Human Resources shall notify the Division Heads of employees with perfect attendance of their eligibility to take their birthdays off. This time shall be counted as time worked in the calculation for overtime.

Layoff

Policy

Section 1. Layoff

- A. When a situation exists where there are program or budget cuts, program shifts, consolidation of functions, or lack of work, it may require a reduction in the work force. Any required reduction in the work force shall be made in such job classifications and divisions as the Board of Chosen Freeholders may designate.
- B. Once Human Resources is notified of a pending layoff by the Board, Human Resources shall notify the affected employees and attempt to transfer or reassign these employees. Employees shall be laid off in inverse order of their length of service within each affected job classification within a particular division. All temporary, probationary, and provisional employees, in that order, shall be laid off before any regular employee.
- C. The County shall not hire a new employee in a job classification until all laid-off employees in said job classification have been recalled to work. This shall not apply if an employee has been laid off for longer than six months.

Section 2. Employee Status During Layoff

For the purpose of computing a regular or provisional employee's total length of service with the County, a period of layoff of up to six months shall not be considered a break in service, and the employee shall be able to accumulate service credit during the layoff. The layoff of a temporary or probationary employee shall be considered a break in service, and the employee shall not be able to accumulate service credit during the layoff.

Section 3. Status of Benefits

A. Holidays

An employee on layoff shall receive no pay for any holidays observed by the County during the period of layoff.

B. Vacation

When an employee is laid off after having completed at least six months of service with the County, he/she shall receive payment for his/her accumulation of unused vacation days carried over from the previous calendar year. The employee shall also receive payment for 1/12 of the vacation days credited to him/her at the beginning of the year in which he/she is laid off, for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last date worked is on or after the 15th of a given month, he/she shall receive credit for said month.

Layoff

C. Sick Leave

When an employee is laid off before having completed at least ten years of service, he/she shall not receive payment for any accumulation of unused sick leave days. When an employee is laid off after having completed ten years or more of service, he/she shall not receive payment for any accumulation of unused sick leave days at the time of layoff, but shall receive payment for one-third of them (as described in the Sick Leave Policy) if and only if the employee is not recalled or reemployed by the County within six months of the date of layoff and the employee's services are then terminated.

D. Personal Leave

The status of an employee's personal leave shall not be affected while the employee is on layoff; however, the employee shall not be eligible to use any while on layoff.

E. Bereavement Leave

An employee on layoff shall not be eligible for bereavement leave.

F. Health Benefits

An employee on layoff shall have his/her group health benefits coverage continued at the expense of the County for the first month following the day of layoff. Thereafter, the employee shall be notified by Human Resources to continue their benefits through COBRA (for COBRA definitions see Health Benefits, Section 8, Termination).

G. Dental Benefits

Dental coverage will cease on the first of the month one month following the day of layoff. Employees will be notified by Human Resources. (See Health Benefits, Section 9 for COBRA explanation).

H. Life Insurance

An employee on layoff shall have his/her group life insurance continued at the expense of the County for a period of 93 calendar days from the date of layoff. Thereafter, the employee may contact the Prudential Insurance Company to convert his/her life insurance to an individual policy.

I. Pension

An employee on layoff may not purchase pension credit while on layoff and may either leave his/her contributions in the system for

Layoff

up to two years or may withdraw them.

Section 4. Recall

In the event that work increases or as funds become available, the Board of Chosen Freeholders shall determine the number of persons in each job classification in each division that are to be recalled. Employees shall be recalled from layoff in the reverse order in which they were laid off, by job classification, within the division in which the employee was working at the time of layoff.

Section 5. Re-employment

Laid off employees shall be considered for vacancies in the following order:

- A. In order of length of service by job classification held by an employee at the time of layoff, within any division having a vacancy in said job classification.
- B. In order of length of service to a job classification for which an employee is qualified, within the division in which the employee was working at the time of layoff.
- C. In order of length of service to a job classification for which an employee is qualified, within any division having a vacancy in said job classification.

Section 6. Termination

If the County is unable to place a laid off employee into a County position, via recall or reemployment, within six months from the date of layoff, the employee's services shall be terminated. The date of termination shall be six months from the date of layoff and the termination shall be considered to be in good standing. Any monies due an eligible regular or provisional employees for sick leave or accrued shall be paid to him/her at this time.

Section 7. Employee Status Upon Recall

A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain his/her regular or provisional status and shall receive credit for both the period of service preceding the layoff as well as for the period of the layoff. A temporary or probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall receive credit for the period of service preceding the layoff but shall not receive credit for the period of the layoff.

Layoff

Section 8. Status of Benefits Upon Recall

- A. A regular or provisional employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is recalled to his/her former position in his/her former division within six months from the date of layoff shall continue his/her probationary period and shall receive benefits due a probationary employee.

Section 9. Employee Status Upon Reemployment

An employee who is reemployed by the County within six months of the date of layoff shall be reemployed at their former status unless assigned to a different position.

Section 10. Status of Benefits Upon Reemployment

- A. A regular or provisional employee who is reemployed by the County within six months of the date of layoff shall retain all of the benefits to which he/she was entitled prior to the layoff, regardless of the fact that the employee shall be subject to the probationary period. The employee shall also be credited with any vacation, sick leave, or personal days he/she would have earned had he/she continued working. Membership in the pension system shall be compulsory, and the employee may re-enroll in the group health benefits program at this time.
- B. A probationary employee who is reemployed by the County within six months of the date of layoff shall receive benefits due a probationary employee.

Procedure

Section 1. Layoff

- A. When it is apparent that a layoff may become necessary, Human Resources shall meet with the Division Head and review the status and qualifications of those employees likely to be affected by the layoff and establish the date layoffs will occur.
- B. Human Resources shall notify the affected employees of layoff by certified mail, outlining the date upon which the employees will be laid off and reason for the action. Employees so affected will receive one month's notice.

Layoff

- C. Human Resources shall attempt to place the affected employees, on the basis of qualifications and length of service and performance, into other County positions, via transfers, reassignments, or promotions.
- D. Any monies due an employee for unused vacation time shall be computed and included in the employee's final paycheck.

Section 2. Recall

- A. The names of all employees who are laid off shall be kept on an active recall list for a period extending six months from the date of layoff.
- B. In the event of recall, Human Resources shall notify an affected employee by certified mail, sending the notice of recall to the employee at his/her last known address.
- C. An employee who cannot report for work on the date outlined in the notice of recall should notify Human Resources prior to that date to see if other arrangements can be made. If an employee fails to report for work on the date outlined in the notice of recall and fails to notify Human Resources as described above, he/she shall be considered to have resigned. Such resignation shall not be considered to be in good standing.

Section 3. Reemployment

- A. The names of all employees who are laid off shall be kept on an active reemployment list for a period extending six months from the date of layoff.
- B. When a vacancy becomes available, laid-off employees shall be considered by Human Resources in the order described previously in this policy. Human Resources shall review the qualifications of the laid-off employees whose names are on the reemployment list to determine if there are any who possess the necessary qualifications. Those who do shall be notified of the vacancy and asked if they are interested. If interested, appropriate interviews shall be scheduled by Human Resources.

Section 4. Termination

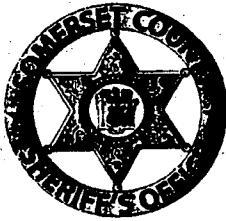
If, after a six-month period of layoffs, an employee has not been recalled or reemployed by the County, Human Resources shall complete the necessary forms to terminate the employee. Human Resources shall notify the affected employee of termination by certified mail, and the Treasurer's Office shall send the employee a check for any monies due him/her for sick leave or accrued vacation by certified mail.

Workforce Reduction

Policy

Section 1. Workforce Reduction

- A. In order to respond readily to changing economic conditions, new opportunities for improvements, and increased need to enhance the quality and efficiency of its programs, some positions must be discontinued or transformed. This policy allows for the discontinuation of positions resulting from a management decision that reduction in the work force is necessary or that work functions should be eliminated or changed.**
- B. Determination of positions to be discontinued will be made by management of the affected division, with a written statement of justification submitted to the Board of Chosen Freeholders for approval. When skills, abilities and performance of employees necessary to meet the current and prospective operations requirements are deemed by the management to be substantially equal, then length of service within the County will be considered among the factors in selecting positions for discontinuation.**
- C. The period of notice of workforce reduction will be no less than 60 calendar days, such period beginning with the date of delivery of the written notice to the employees and ending with the employee's last day of work.**
- D. The Division of Human Resources and the employee whose position is being discontinued will work together to identify current job openings within Somerset County that the employee may be qualified for.**
- E. An employee who has been reduced in force and who does not obtain another job in Somerset County by the effective date of the workforce reduction may be eligible for severance pay when separated, provided they are a regular, fulltime employee and have six months or more of continuous service with the County immediately prior to the workforce reduction.**



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ORDER: Standard Operating Procedures				SUBJECT: Call in Procedures	
ASSIGNED TO:				PREPARED BY: Robert K McCarthy	
DISTRIBUTION: All BCI Personnel		S.O.P. NUMBER #: BCI-004		ISSUED DATE: 01-15-2010	EFFECTIVE DATE: 02-01-2010
ISSUED BY: Sheriff Frank J. Provenzano				C.A.L.E.A. ACCREDITATION STANDARDS:	
ISSUING AUTHORITYS SIGNATURE:				NUMBER OF PAGES: 1	
SCPO/AG REFERENCE:				EVALUATION DATE:	
REVISIONS				YEARLY REVIEW	
Date:	Page #	Section	Approval	Date:	Approved:

POLICY

To set guidelines on emergency call-in

Note: Numbers in brackets [] are CALEA Accreditation Standards.

POLICY

To give all Personnel equal chance in being called in for overtime

I PROCEDURES

- A A list of BCI Officers along with their telephone numbers will be kept with the BCI supervisor. The list will be in order of seniority.
- B Call in procedures will be as follows
The first call to start the list will be to the senior officer.
- C If the senior officer refuses, the next officer will be called.
- D The calls will continue until someone accepts.
- E When an officer accepts, the next officer will be called in for the next overtime.
- F The call list continues at the last officer that accepts the call-in.
- G Supervision has the right to call in appropriate officers with proper expertise to complete the detail.