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COMPLETE CONTRACT EMBODYING TERMS OF MAY 3, 1995 AGREEMENT
BETWEEN NEGOTIATING COMMITTEES

AGREEMENT

Between

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS AND
SOMERSET COUNTY PROSECUTOR

and

SOMERSET COUNTY PROSECUTOR'S DETECTIVES UNIT,
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 307

January 1, 1994 through December 31, 1994

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THIS AGREEMENT made for the period of January 1, 1994 through December 31, 1994

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

AND THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 307, hereinafter sometimes referred to as the "PBA"

ARTICLE I

RECOGNITION

The County recognizes the PBA as the sole and exclusive representative for purposes of collective bargaining of a unit composed of all employees employed by the Prosecutor in the Division of Detectives, from the ranks of Investigator through Major, inclusive. This unit does not include the Deputy Chief, the Chief, executives, confidential employees, craft employees, secretaries, paralegals, assistant prosecutors and other professional employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.1. The PBA shall inform the County in writing of its intention to negotiate a successor Agreement not later than September 1 of the calendar year preceding the period of the proposed Agreement. Should the PBA provide such notice, the parties agree to meet no later than November 15 and at such other reasonable times thereafter to negotiate in accordance with Chapter 303, Public Laws of 1968, et seq., and any amendments thereto.

2.2 For the purpose of negotiations, the County shall make available, upon reasonable written request by the Association, all information, which by law, is public in nature.

2.3 Neither party shall have control over the selection or number of the negotiating representatives of the other.

2.4 All negotiations shall be held during normal working hours or whenever it is practical, subject to mutual agreement. However, if the union's negotiating committee consists of five or more members, negotiations shall be held after normal working hours.

2.5 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

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

STEP 1. The aggrieved employee must present the grievance to the direct supervisor within 15 days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the direct superior within 15 days, the grievance may be appealed to the Chief of Detectives under STEP 2. Such appeal must be made within 10 days.

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

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

STEP 4. If timely appeal is made to STEP 4, the matter may be referred to the New Jersey Public Employment Relations Commission for arbitration. No employee grievance may be referred to the New Jersey Public Employment Relations Commission without the written approval of PBA Local #307.

3.2 All grievances and responses to grievances must be in writing.

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

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

3.5 The expense of the Arbitrator selected or appointed shall be borne equally by the employer and the PBA.

3.6 Should management choose to relax the foregoing time limits for filing and appealing grievances in a particular case, such relaxation shall not be deemed a waiver of management's right to enforce those time limits in other cases.

3.7 At the election of the aggrieved employee or the PBA, a PBA representative shall be present during discussion of any grievance with the immediate supervisor, Chief of Detectives or Prosecutor.

3.8 A grievance may be filed either by the PBA or the aggrieved employee.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 The Employer and the PBA recognize the right of employees to form, join, and assist any employee organization or to refrain from any such activity for the purpose of collective negotiations with the Employer in accordance with state statutes.

4.2 The Employer and the PBA agree that there shall be no reprisals of any kind taken against any employee by reason of membership in or refusal to join with, the PBA.

4.3 An employee shall have the right to have a PBA representative present during any investigatory interview in which the employee reasonably believes disciplinary action may result.

4.4 No employee shall be prevented from wearing a pin or other reasonable identification of membership in the PBA.

4.5 No employee shall be disciplined without just cause. For purposes of this provision, discipline does not include discharge.

4.6 Discharge shall be in accordance with New Jersey law.

ARTICLE V

ASSOCIATION RIGHTS

5.1 Information.

The Prosecutor agrees to furnish information to the PBA, in response to reasonable requests for information that would be considered necessary in a usual union/employer relationship.

5.2 Use of Bulletin Boards.

The PBA shall have reasonable use of a bulletin board in the workplace for PBA business. The location of the bulletin board shall be where presently located, and if none, where designated by mutual agreement of the PBA and the Prosecutor.

5.3 Release Time.

To the extent that scheduling permits, the Prosecutor and the County will grant one (1) day per month to the Delegate or his designee to attend the State Delegate meeting, two (2) days per year to the Treasurer to tend to financial matters, and two (2) days per year to the President or his designee to conduct PBA activities and functions to the extent that the Prosecutor, County and the PBA agree such activities and functions are PBA business. In addition, to the extent that scheduling permits, the Prosecutor and County will grant the Delegate or his designee five (5) days per year to attend a convention of the New Jersey State Policemen's Benevolent Association. A person seeking to use the release time provided herein shall provide as much notice as possible through the chain of command.

5.4 Scheduling of Meetings

Negotiation meetings, grievance hearings or other meetings shall be mutually scheduled by the parties. Participants shall suffer no loss in pay.

ARTICLE VI

HOLIDAYS

6.1 All individuals 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

6.2 Notwithstanding the provisions of Paragraph 6.1, in the County's sole discretion, an employee may be required to work Thanksgiving Friday or Christmas Eve Day. An employee so required to work shall be entitled to another day off with pay, to be taken on a mutually agreed upon date.

ARTICLE VII

VACATION

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

7.2 Vacation days are accrued on a graduated basis, depending on the length of service. During the first year of employment, an employee is allowed one (1) day per month, up to 10 days; however, those employed after July 1 do not receive vacation for the first year. Thereafter, the vacation accrual is as follows:

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

7.3 Up to ten (10) vacation days per year may be carried over to a subsequent year, for a total accumulation not to exceed fifty (50) days over five (5) years. Employees with in excess of fifty (50) accrued days upon execution of this 1994 Agreement shall not be required to forfeit such excess days.

7.4 Employees shall be compensated for accrued vacation days, or any portion thereof, not used prior to retirement, resignation or termination at a rate equal to the employee's salary in accordance with the memorandum of Freeholder Director Bateman dated May 20, 1992, which is attached hereto as Appendix A.

ARTICLE VIII

PERSONAL DAYS

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

ARTICLE IX

SICK LEAVE

9.1 New employees shall earn one sick leave day 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 15 sick leave days.

9.3 Employees may accumulate sick leave days to a maximum of 180 days. Any sick leave days in excess of 180 days will be converted to vacation days at the end of each calendar year on the basis of one (1) vacation day for each three (3) sick days.

9.4 Should an employee die, resign in good standing or be terminated through no fault of his/her own after 10 years of service or more, the employee shall receive payment for one-third (1/3) of his/her accumulated, unused sick leave days. Payment shall also be received for one-twelfth of the sick leave days 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 days.

PBA
OMITS

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

ARTICLE X

EXTENDED SICK LEAVE

In the event that an employee's illness, disability or incapacitation caused by pregnancy/childbirth and confinement continues and the employee has exhausted his/her accumulation of unused sick leave days, extended sick leave benefits may be available to him/her for a maximum period of twenty-six (26) continuous weeks at the rate of 50% of the employee's base salary, which continuous 26 week period may extend into the next calendar year. However, no employees will be entitled to more than 26 weeks in any one (1) calendar year.

A. Conditions of Eligibility

Extended sick leave benefits shall be available to employees who meet all of the following conditions:

1. An employee shall have completed his/her probationary period and shall be permanent or provisional, and a non-classified employee shall have completed three (3) months of service with the County.

2. An employee shall have exhausted his/her accumulation of unused sick leave days and shall have continued to be ill, disabled, or incapacitated due to pregnancy, childbirth and recuperation.

3. An employee must be under the care of a legally licensed physician and must have that physician complete an "Extended Sick Leave Application" and submit it to the Human Resources Office prior to the expiration of the employee's accumulation of unused sick leave days.

An employee on extended sick leave shall be required to produce periodic, written statements from his/her physician advising of the nature, extent, and estimated duration of the

illness, disability or incapacitation due to pregnancy, childbirth or recuperation, as well as a return-to-work statement. An employee on extended sick leave, may, at any time, be required to undergo a physical examination by a County-designated physician.

B. Exceptions to Eligibility

Extended sick leave shall not be permissible beyond the recuperation period for childbirth unless for complications which are fully documented by the physician.

C. Status of Benefits

1. For the purpose of computing an employee's total length of service with the County, any period of extended sick leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire period of extended sick leave.

2. If an employee is on extended sick leave for the last seven (7) or less consecutive work days of a given calendar year and continues to be on extended leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days as if he/she had been working. If an employee is on extended sick leave for longer than the last seven (7) consecutive work days of a given calendar year and continues to be on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days upon return from extended sick leave. If an employee is on extended sick leave sometime during the remainder of the calendar year in which he/she is hired, he/she shall be credited, upon return from extended sick leave, with those vacation, sick leave and personal days he/she would have earned had he/she continued working.

3. If a County-recognized holiday occurs while an employee is on extended sick leave, and if the employee would have

received pay for this holiday had he/she been working, the employee shall receive half pay for the holiday but shall not receive half pay for extended sick leave.

4. An employee on extended sick leave shall not be eligible for bereavement leave.

D. Computation of Extended Sick Leave

Computation of payment for extended sick leave benefits shall be made on the basis of the number of hours normally scheduled for the employee to work per day whether on a full-time or part-time basis.

E. Maximum Use of Extended Sick Leave

If an employee has exhausted the maximum of 26 weeks of extended sick leave, a statement shall be requested from his/her physician concerning the employee's ability to return to work. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the employee shall be terminated or retired. Such termination shall be considered to be in good standing. If the employee's physician states that the employee is unable to return to work upon conclusion of extended sick leave, but shall be able to at a later date to a different position, the employee shall have the choice to terminate or be placed on a leave without pay. An employee who is placed on a leave without pay shall be required to produce periodic written statements from his/her physician concerning the condition and may, at any time, be required to undergo a physical examination by a County-designated physician. If such an employee desires, he/she shall be considered for any County vacancy that he/she would be capable of performing, as certified by his/her physician.

F. When it becomes apparent that an employee will be exhausting his/her accumulation of unused sick leave days, the

employee or his/her department head shall immediately notify the Human Resources Office. An "Extended Sick Leave Application" shall then be sent to the employee for his/her physician to complete. The Completed "Extended Sick Leave Application" must be returned to the Human Resources Office prior to the expiration of the employee's accumulation of unused sick leave days so that it can be processed and so that a determination as to eligibility can be made. In the event that the completed "Extended Sick Leave Application" is not returned to the Human Resources Office prior to the expiration of an employee's accumulation of unused sick leave days, the employee shall be placed on a leave, without pay until the completed "Extended Sick Leave Application" is received by the Human Resources Office and a determination is made. If, in such an instance, it is determined that an employee is eligible to receive extended sick leave payments, the employee would then be reimbursed retroactively to the date he/she was first placed on a leave without pay.

G. Recording Use of Extended Sick Leave

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

2. Each pay period all department heads shall have their employees record any extended sick leave taken during that period on the "Time Sheets", as described in the Time Sheet Instructions (Page 59 of Personnel Policy). The total extended sick day usage reported on the "Time Sheets" should coincide with the total extended sick day usage reported on the "Daily Attendance Reports" for a given pay period.

3. The Human Resources Office shall maintain a computerized record of leave balances on each employee for each

year, and shall record daily any extended sick leave days that the employee has taken, maintaining a record of the total length of extended sick leave taken by an employee in each calendar year.

H. Return to Work

On the first day of an employee's return to work after extended sick leave, the employee shall submit a return-to-work statement from his/her physician to his/her department head. The department head shall forward this statement to the Human Resources Office for placement in the employee's personnel file. In addition, the employee should telephone his/her department head as well as the Human Resources Office prior to returning to work so that arrangements can be made to change the employee's status from half pay to full pay.

1. Maximum Use of Extended Sick Leave

Three (3) weeks prior to the expiration of the 26th week of extended sick leave, the Human Resources Office shall send a letter to the employee requesting him/her to obtain a statement from his/her physician concerning the employee's ability to return to work. The statement from the physician must be received in the Human Resources Office no later than one (1) week before the expiration of the 26th week of extended sick leave. If this statement is not received by the Human Resources Office in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of the 26th week of extended sick leave. A certified letter shall be sent to the employee advising him/her of this action and advising that failure of the Human Resources Office to receive the required statement within five (5) working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered in good standing.

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

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

If a vacancy does not exist within the Department to which the employee can qualify nor a vacancy to which the employee can transfer, the employee shall have the choice to terminate employment, or terminate from the Department and be placed on leave without pay.

An employee who has been placed on a leave without pay may not return to work unless he/she follows the steps outlined in Section H. above.

ARTICLE XI

WORK INCURRED INJURY LEAVE

A. Leave Entitlement

When an employee covered under this Agreement suffers an injury or illness which is compensable under the workers' compensation laws and results in the employee's inability to work, the employee shall be placed on an injury leave of absence, with full pay, for the duration of the period for which the employee is unable to work, up to a maximum of one (1) year from the date of the onset of the injury or illness.

For the purpose of this Article, injury or illness incurred while the employee is attending a County sanctioned training program shall be considered to arise out of and in the course of employment.

B. Verification of Injury or Illness During Leave

An employee on injury leave shall provide the County with periodic written statements from his or her treating physician advising of the nature, extent and estimated duration of the illness or injury. In addition, the County may at any time request that the employee be examined by a County-designated physician at the County's expense.

C. Status of Benefits While on Injury Leave

1. For the purpose of computing an employee's total length of service with the County, an injury leave shall not be considered a break in service, and the employee shall be able to accumulate service credit during the entire length of his or her injury leave.

2. If an employee is on injury leave for the last seven or less consecutive work days of a given year and continues to be on injury leave into the following calendar year, he or she

shall be credited with vacation, sick leave, and personal days as if he or she had been working. If an employee is on injury leave for longer than the last seven consecutive work days of a given year, he or she shall be credited with vacation, sick leave, and personal days upon return from injury leave, with those vacation, sick leave, and personal days he or she would have earned had he or she continued working.

3. If a County recognized holiday occurs while an employee is on injury leave, and if the employee would have received pay for the holiday had he or she been working, the employee shall receive pay for that holiday.

4. An employee on injury leave shall not be eligible for bereavement leave.

D. Computation of Injury Leave Pay

Computation of payment for injury leave shall be made on the basis of the number of hours normally scheduled for the employee to work per day whether on a full-time or part-time basis.

E. Effect of Injury Leave on Sick Day Accumulation

When an employee suffers an injury or illness which is determined to be compensable under the workers' compensation laws, the period during which the employee is unable to work shall not be construed as sick leave under the terms of the sick leave policy heretofore agreed upon between the parties.

When an employee suffers an injury or illness which is determined not to be compensable under the workers' compensation laws, the period during which the employee is unable to work shall be construed as sick leave under the terms of the sick leave policy heretofore agreed upon between the parties.

F. Dispute as to Compensability

In the event the employee contends that he or she is entitled to a period of disability beyond the period established by his or her treating physician, or a physician designated by the County or its insurance carrier, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such additional period of disability. The findings of the Division of Workers' Compensation, or of the last reviewing Court, shall be binding upon the parties.

G. Return to Work

On the first day of an employee's return to work after injury leave, the employee shall submit a return-to-work statement from his or her physician to his or her department head. The department head shall forward this statement to the Human Resources Division for placement in the employee's personnel file.

H. Maximum Use of Injury Leave

1. Three (3) weeks prior to the expiration of the one-year period of paid injury leave, the Human Resources Division shall send a letter to the employee requesting him or her to obtain a statement from his or her physician concerning the employee's ability to return to work. The statement from the physician must be received in the Human Resources Division no later than one (1) week before the expiration of the one year period of paid injury leave. If this statement is not received by the Human Resources Division in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of the one year period of paid injury leave. A certified letter shall be sent to the employee advising him or her of this action and advising that failure of the Human Resources Division to receive

the required statement within five (5) working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered in good standing.

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

3. If the physician certifies that the employee is unable to return to work upon conclusion of the one year period of paid injury leave, but may be able to return to work at a later date, the employee shall have the choice to terminate or be placed on a leave without pay. An employee who is placed on a leave without pay shall be required to produce periodic written statements from his or her physician concerning his or her condition and may, at any time, be required to undergo a physical examination by a County-designated physician at the County's expense. If such an employee desires, he or she shall be considered for any County vacancy that he or she would be capable of performing, as certified by his or her physician.

ARTICLE XII

OTHER LEAVES

12.1 Bereavement. Employees may be granted up to five days of bereavement leave, with pay, for the death and funeral of an immediate family member. Immediate family member means a mother, father, mother-in-law, father-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister or step or half relative of a similar nature.

12.2 It is acknowledged that the benefits and procedures of the Federal Family and Medical Leave Act shall cover the employee under this Agreement.

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

ARTICLE XIII

HEALTH/DENTAL/RETIREMENT/LIFE BENEFITS

13.1 Health. The County shall make available a health benefits program to all employees and eligible dependents. The effective date shall be the first of the month after the completion of two months service. Coverage remains in effect during approved leave of absences, vacation and sick leave. The health benefit plans are as follows:

- (A) The traditional Somerset County health benefits program administered through the Rasmussen Agency

In this plan, basic hospital benefits, basic medical-surgical benefits, and extended hospital and medical-surgical benefits are provided by the County and administered through the Rasmussen Agency. And to supplement the basic plan protection, there are Major Medical benefits which pay 80% of eligible expenses after a \$100 deductible has been met by the employee or a \$100 deductible by one of the employee's eligible

dependents if the claim is for any of the
employee's eligible dependents.

(B) Basic Health Maintenance Organizations (HMO) and
Supplemental Benefits Program

In this plan, hospital, surgical, and medical care is provided only by physicians and other staff of the Rutgers Community Health Plan (RCHP) Health Center and affiliated hospitals, physicians' offices, and extended care facilities to employees residing in the RCHP service area, as outlined in the "RCHP Benefits Program" booklet. The average charge is \$1 per visit. This program also provides a Supplemental Benefits program, similar to Major Medical, which gives added financial assistance for medical expenses not covered under the basic HMO program.

(C) CoMed

Under this plan the employee chooses a CoMed participating private physician. There is no

Health Care Facility. There is a nominal fee for each visit.

13.2 Dental. . The County also provides a Dental Plan provided by Blue Shield of New Jersey to employees only. The effective date is the first of the month after completion of two full months of service. Coverage remains in effect during periods of approved leave of absence, sick leave and extended sick leave. The Plan includes the following coverage: preventative/diagnostic dental services are provided at 100% of the usual, customary or reasonable (UCR) fee charged by dentists. Basic therapeutic/treatment, additional basic services and periodontic are provided at 80% of UCR. Prosthodontics, including missing teeth, is allowable at 50% of UCR.

13.3 Retirement Benefit. Enrollment is automatic in the Police and Fireman's Retirement System (P&F).

13.4 Life Insurance. All employees are enrolled in the Police and Fireman's Retirement System and are insured for the non-contributory life insurance plan paid for by the County. The insurance is valued at 3 1/2 times base salary.

ARTICLE XIV

CREDIT UNION/DEFERRED COMPENSATION/ANNUITIES

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

14.2 Available through APD, to the extent permitted by IRS law, is a "Deferred Compensation Program" offered through the National Association of Counties and a "Supplemental Annuities Program" offered through the Division of Pensions. Specifics are available through the Human Resources Division.

ARTICLE XV

EDUCATIONAL REIMBURSEMENT

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

15.2 Prior approval by the Prosecutor is required in order to be eligible for reimbursement.

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

ARTICLE XVI

OVERTIME

16.1 Pursuant to 29 U.S.C. §207(k), the work period for employees covered by this Agreement shall be 7 days. Employees required to be paid overtime under the Fair Labor Standards Act shall be entitled to overtime at the rate of time-and-one-half for all hours worked in excess of 40 hours in each 7 day work period.

16.2 Notwithstanding anything else in this Agreement to the contrary, the Prosecutor may substitute paid overtime with compensatory time off in accordance with the following limitations:

(A) The first 100 hours of overtime worked by a Detective in a given calendar year will be converted to compensatory time off at the rate of 1-1/2 hours for each hour worked, i.e., will be converted to 150 hours of compensatory time off. All overtime hours worked by said Detective thereafter in that calendar year will be paid in cash at the rate of time-and-one-half for each hour worked.

(B) Detectives must request the use of their compensatory time off during the calendar year in which it is earned. A

Detective's request to use his or her compensatory time off shall be granted, unless in the Prosecutor's discretion staffing and manpower restrictions do not allow it at the time requested.

(C) Any Detective who has failed to use his or her accumulated compensatory time off within the calendar year in which it was earned shall at the end of said calendar year forever forfeit his or her right to said compensatory time off and shall forever forfeit any other compensation in cash or otherwise for said compensatory time. However, this forfeiture provision shall not apply to a Detective who has requested the use of his or her compensatory time off in accordance with Article 16(B), but who has been unable to use his or her accrued compensatory time off in a given calendar year because his or her request(s) has been denied by the Prosecutor under Article 16(B). In that event, the Detective shall, at the option of the Prosecutor, be paid in cash for all unused compensatory time off at the end of the calendar year or be permitted to carry over the unused compensatory time off to the following calendar year.

(D) All compensatory time off accrued by a Detective during the 1995 calendar year prior to the execution of this Agreement shall be credited toward said Detective's 100 hour limit for 1995, as per Article 16(A).

16.3 When overtime is required on a legal holiday, the employee shall receive in addition to payment for that holiday overtime computed at a rate of time and one-half (1-1/2).

16.4 The normal work week shall be 35 hours.

16.5 Overtime Meal Expenses.

Employees who have worked at least three (3) hours of overtime shall be entitled to meal reimbursements in the following amounts for meals purchased during said overtime period:

Breakfast -	\$ 6.00
Lunch	10.00
Dinner	20.00

The above reimbursement levels shall be inclusive of any gratuities. Any gratuity in excess of 15% shall not be reimbursed.

Reimbursement will be conditioned upon submission of an appropriate receipt.

ARTICLE XVII

MAINTENANCE OF BENEFITS

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

ARTICLE XVIII

SALARIES

Effective September 1, 1994, the wages for employees covered by this Agreement shall be as set forth in Appendix B. There shall be no additional wage increases in 1994.

ARTICLE XIX

CLOTHING AND PROPERTY

19.1 Except as provided herein, the Prosecutor agrees to repair or replace any personal property of an employee which becomes damaged or destroyed while taking police action. The personal property will be valued at the current replacement value. This Article will apply only to those items of personal property used by the employee and necessary to the performance of his duties. It will not apply to extraordinary items of personal property (such as expensive watches, jewelry, etc.) which are not necessary for the normal performance of his duties.

19.2 Uniformed Officers

The Prosecutor agrees to furnish all uniformed employees all normal operational uniforms and equipment. The Prosecutor also agrees to replace all uniforms that are worn out or damaged beyond repair during the course of duty.

ARTICLE XX

SAVINGS CLAUSE

20.1 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.

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

ARTICLE XXI

AUTOMOBILES

21.1 Each employee will be assigned a County vehicle equipped with a two way radio or other communication device.

21.2 It is the obligation of each employee to properly care and maintain the assigned vehicle, as per the office policy and procedure. The cost of such care and maintenance shall not be borne by the employee.

21.3 Notwithstanding anything else to the contrary in this Agreement, it is recognized that the Prosecutor enjoys the managerial prerogative to recall assigned automobiles for budgetary reasons. In that event, at the PBA's request, the parties shall meet to negotiate substitute compensation, if any, for the loss of the automobiles.

OK re S/C

ARTICLE XXII

LAY OFFS

22.1 In the event the Prosecutor determines that it is necessary to reduce the size of the workforce, layoffs shall be in reverse order of seniority within the bargaining unit.

22.2 For purposes of this Article, "seniority" is defined to mean all years of law enforcement service within the Prosecutor's office and all other years of law enforcement service with any other employer. However, years of law enforcement service with another employer shall only be credited at 50%, e.g., 10 years of law enforcement service with another employer shall only count as 5 years of seniority. An agreed upon seniority list, consistent with this provision, is attached hereto as Appendix C.

22.3 For purposes of this Article, "lay off" is defined to mean an involuntary separation from employment for economic reasons.

22.4 Notwithstanding anything else to the contrary in this Article, the Prosecutor shall have the right to deviate from reverse seniority in implementing layoffs when, in the Prosecutor's discretion, good cause exists to deviate.

ARTICLE XXIII

DURATION

This Agreement shall have a term from January 1, 1994 through December 31, 1994. Notwithstanding the foregoing, it is agreed and understood that:

(1) the salary payments under Article XVIII are retroactive only to September 1, 1994;

(2) employees shall have no right to grieve any matter under the grievance procedure provided herein if the operative facts underlying the grievance occurred prior to the execution of this Agreement by all parties; and

(3) any new rights created by this Agreement shall be prospective only from the date of execution of this Agreement by all parties.

It is further agreed and understood that the employees covered by this Agreement are not waiving any statutory rights that may exist independent of this Agreement.

Somerset County Board of Chosen Freeholders

By: _____ Dated: _____

Somerset County Prosecutor

By: _____ Dated: _____

The Policemen's Benevolent Association, Local 307

"

By: _____ Dated: _____

A



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

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

CHRISTOPHER S. BATEMAN
Director

MICHAEL PAPPAS
Deputy Director

PATRICK J. FITTIPALDI
Freeholder

ROSE C. McCONNELL
Freeholder

FRED J. HOWLETT
Freeholder

May 20, 1992

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

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

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

MEMO TO: County Employees

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

SUBJECT: Vacation Policy

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

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

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

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

If you have any questions, please feel free to contact Sue Dobrinsky at extension 7910.

CSB/SED/lth
Attachments

RANK & SALARY
DETECTIVE DIVISION
SOMERSET CTY. PROSECUTOR'S OFFICE
EFFECTIVE SEPTEMBER 1, 1994

DUNNE, T.	MAJOR	\$70,000
FABIANO, S.	CAPTAIN	\$68,000
BUCAREY, A.	CAPTAIN	\$68,000
THORNBURG, R.	CAPTAIN	\$64,000
DUGAN, J.	CAPTAIN	\$62,000
IMPORTICO, N.	CAPTAIN	\$62,000
KEEN, J.	LIEUTENANT	\$61,000
RACZ, A.	LIEUTENANT	\$61,000
IKE, R.	LIEUTENANT	\$59,000
MOWERY, B.	LIEUTENANT	\$59,000
BENNETT, J.	LIEUTENANT	\$57,000
CETUK, N.	LIEUTENANT	\$57,000
BALENT, D.	SGT. FIRST CLASS	\$55,000
HISSIM, A.	SGT. FIRST CLASS	\$53,000
SANGIULIANO, P.	SGT. FIRST CLASS	\$53,000
FISHER, E.	SGT. FIRST CLASS	\$53,000
PATINO, M.	SGT. FIRST CLASS	\$53,000
BURKE, S.	SGT. FIRST CLASS	\$53,000
BUCKMAN, S.	SGT. FIRST CLASS	\$53,000
CULLEN, N.	SGT. FIRST CLASS	\$53,000
ROBERTSON, T.	SGT. FIRST CLASS	\$53,000
DIANA, L.	SGT. FIRST CLASS	\$53,000
MYERS, R.	SERGEANT	\$52,000
PATULLO, D.	SERGEANT	\$52,000
COLUCCI, R.	SERGEANT	\$52,000
MAGOS, N.	SERGEANT	\$52,000

DeBELLA, S.	DET. FIRST CLASS	\$51,000
SATTERLEE, L.	DET. FIRST CLASS	\$47,000
LUBAS, P.	DET. FIRST CLASS	\$47,000
ALVAREZ, L.	DET. FIRST CLASS	\$47,000
SHEA, C.	DET. FIRST CLASS	\$47,000
SOLOMONS, W.	DET. FIRST CLASS	\$47,000
JANSEN, B.	DET. FIRST CLASS	\$47,000
DONNELLY, B.	DET. FIRST CLASS	\$45,000
MELE, F.	DET. FIRST CLASS	\$43,500
FITZGERALD, T.	DET. FIRST CLASS	\$43,000
MASZCZAK, L.	DETECTIVE	\$40,500
ZASLAVSKY, M.	DETECTIVE	\$40,500
PALFY, C.	DETECTIVE	\$38,000
BRYANT, R.	DETECTIVE	\$36,000
UGHETTA, S.	DETECTIVE	\$34,000
SMITH-ASH, H.	DETECTIVE	\$34,000
KEMP, M.	DETECTIVE	\$32,000
GAZAWAY, R.	DETECTIVE	\$32,000
HOEY, B.	DETECTIVE	\$32,000