

**AGREEMENT**

**between**

**HUNTERDON COUNTY SUPERIOR OFFICERS'  
ASSOCIATION  
F.O.P. LODGE #133**

**and**

**THE COUNTY OF HUNTERDON**

**for**

**2002, 2003, AND 2004**

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PREAMBLE

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2002 between the County of Hunterdon, by its Board of Chosen Freeholders (hereinafter known as the Employer) and the Hunterdon County Superior Officers' Association, F.O.P. Lodge 133 (hereinafter known as the F.O.P. Lodge 133). It is effective retroactive to January 1, 2002.

WHEREAS, the Association has been selected as the bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 123 of the Laws of 1974, and said Association has been recognized as such by the Employer; and

WHEREAS, said Association has been in negotiations with the Employer pursuant to Chapter 123 of the Laws of 1974; and

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to the Law;

NOW, THEREFORE, subject to law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants and agreements contained herein, do hereby establish the terms and conditions which govern the activities of the parties and all affected employees.

## RECOGNITION

The F.O.P. Lodge 133 hereby recognized as the bargaining agent for all full time Superior Officers (Sergeants, Lieutenants and Captains) of the Jail and/or Community Corrections Center employed by the County of Hunterdon, except for job titles of Warden and Assistant Warden.

## NEGOTIATION PROCEDURES

The County and the Association agree to enter into collective negotiations over a successor agreement not later than September 1<sup>st</sup>, next preceding the expiration hereof. Thereafter, each party shall be free to propose and negotiate with regard to all proper subjects of negotiations which it desires to place before the other for consideration. Any agreement so negotiated shall incorporate the complete and final understanding on all negotiable issues. Such agreement shall apply to all members of the bargaining unit, and shall be reduced to writing and , after ratification, signed by the parties.

The County will not change terms and conditions of employment, as defined by PERC, without first negotiating with the Union pursuant to law.

## COLLEGE CREDITS

The employer will pay to an employee a tuition reimbursement in the sum of Fifty Dollars (\$50.00) per college credit earned (not to exceed a maximum of Three Hundred Dollars (\$300.00) per semester) for a course in the field of corrections. The Warden or Corrections Administrator's determination as to whether the course is in the field of corrections will be binding. In order to be eligible for tuition reimbursement, the employee must receive prior written permission of the Warden or Correctional Administrator before enrolling in the course. In addition, the employee must receive a passing grade of at least a "C" or better in order to be entitled to reimbursement. The amount will be paid at the end of the course. This payment will be a one-time lump sum payment, and will not continue in future years.

## OVERTIME RATE

Section 1. The nature of a Superior Correction Officer's work is such that incidental overtime is required to close out reports or complete job assignments that are considered an integral part of corrections work. No extra compensation shall be granted for the extra time worked in connection with these activities.

There will be no overtime compensation period to Captain. However, Captains who are required to work on a Holiday shall continue to receive holiday pay.

Section 2. On certain occasions, employees may be required to work overtime. The following rules shall apply:

A. Incidental overtime required to close out a scheduled tour of duty - 0 to 15 minutes - no compensation; more than 15 minutes - compensation at time and one-half for all hours worked in excess of a scheduled tour of duty (tour of duty is 8 hours inclusive of meal period).

B. Scheduled overtime shall be compensated at the rate of time and one-half for all hours assigned to be worked and worked beyond the normal tour of duty or beyond 40 hours in a work week. Time worked for overtime purposes does not include time off on sick leave, vacation or holiday or other form of authorized leave. There will be no pyramiding of overtime.

C. Holiday Compensation - Employee shall not receive overtime for working on a holiday, but shall, in lieu thereof, receive payment as provided by the Holiday Compensation Article.

D. A minimum of three hours pay at time and one-half shall be given to an employee who has completed a regularly scheduled work day and is required to return to work in an emergency situation when the return to work is not a continuation of his shift. The Employer reserves the right to have the employee work for a minimum period and beyond as the needs of the emergency dictate and shall compensate the employee at time and one-half his normal rate of pay for the actual hours worked beyond the initial three hours.

Section 3. The parties wish to avoid any dispute between them as to the application of the provisions of the Fair Labor Standards Act (F.L.S.A.) to the terms of this contract, in particular, this overtime provision and Article 20 of this contract - Hours of Work and Scheduling. This Article 4 and Article 20 have been negotiated with the complete understanding of the terms of the F.L.S.A. The parties have negotiated and reached this Agreement based upon the assumption that there will be no overtime paid other than outlined in this contract. The parties agree for the purposes of future interpretation of F.L.S.A. issues only, and no other purpose, that the actual work day is seven and one-half (7 ½) hours, plus a paid half hour lunch. Therefore, even if incidental overtime and, in particular, the additional ten (10) minutes for which an employee is required to be on duty prior to the scheduled tour of duty pursuant to Article 20, are not evened out over the course of a year by other unscheduled time off, there will be no entitlement to overtime since the employees have not worked a full forty hour week.



## SHIFT DIFFERENTIAL

Prior to January 1, 1992, Shift Differential Pay was received by covered employees. At the request of the Association, the Shift Differential Pay presently paid to employees will be divided equally among all Superior Officers irrespective of shift.

The parties have calculated this amount for 1991. The parties have agreed that Eight Hundred Fifteen Dollars (\$815.00) will be added to the pay of each officer for the year 1992, to compensate them for shift differential. Once this becomes a part of each Officer's salary, it will not be singled out or treated separately in any subsequent negotiations. However, if at any time, the bargaining unit makes a demand in subsequent negotiations for the reinstatement of shift differential pay based upon shift assignments, both parties agree that 2.1% will be deducted from each Officer's salary at the time the proposal for shift differential is accepted or reinstated. The 2.1% is the amount that the parties have agreed is the presumed component of each Officer's salary which is being paid to them for shift differential.

Effective January 1, 1999, there will no longer be added \$815.00 to the salary of officers who are promoted. This is as a result of the fact that the salaries of line officers now include shift differential as a part of their pay.

## HOLIDAYS

The following legal holidays shall be observed under this agreement:

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

When these holidays conflict with the work schedule, employees required to work shall be paid at the rate of two and one-half (2 ½) times their normal rate of pay.

The day after Thanksgiving is not a Holiday. Those employees who do not work that day will receive no compensation for that day. Those employees who do work receive time and one-half pay in addition to their regular rate of pay. Those employees who do not work on Easter Sunday will not receive any compensation for that day.

The position of Superior Correction Officer is an essential function. In the event of a temporary or unanticipated closing of other County offices (during the normal business hours of 8 a.m. to 4 p.m.), due to an early release for a holiday or inclement weather, then Superior Correction Officer's who are at work during those periods shall receive compensatory time off for those periods when the County is closed.

## HOLIDAY COMPENSATION

All employees required to work on a holiday shall be entitled to receive two and one-half (2 ½) times their normal rate of pay for each hour worked or compensatory time at two and one-half (2 ½) hours for each hour worked on said holiday at the request of the employee subject to approval of the employer. Employees may choose whether to receive cash or compensatory time as holiday compensation prior to January 1 and July 1 of each year. The employee's choice, if approved by the Employer, shall apply for all holidays worked during the period of January 1 through June 30 or July 1 through December 31 as appropriate.

Any Superior Officer who has elected (with the approval of the Employer) to accumulate compensatory time, may request by November 30 to be compensated in cash prior to the end of the calendar year for accumulated compensatory time, not to exceed a total of forty (40) hours. The Employer has the sole discretion to approve or deny the request based upon budgetary constraints. No compensatory time will be carried over to the succeeding year. Each employee shall utilize it if they do not receive pay for it under this provision.

The Employer shall consider all requests of employees made under this Article on a seniority basis. Seniority, for the purpose of this Article, is defined as seniority in rank.

## UNIFORM ALLOWANCE

All employees covered by this Agreement shall be entitled to receive an annual Uniform Maintenance Allowance of Six Hundred Dollars (\$600.00) per year. The Uniform Allowance will be paid in one lump sum on July 1 of each year. The employee will return a pro-rated portion of the allowance in the event of termination during the quarter.

The Employer shall also provide replacements for shirts and trousers which are part of the standard uniform issue when necessary as a result of normal wear and tear or damage in the line of duty. When an officer requests a replacement item of this uniform, he or she must present the worn out or damaged article of clothing and shall receive a replacement therefore.

The original issue of uniform shall consist of the following:

Five (5) shirts (long or short sleeve)	One (1) Duty belt
Five (5) pants	One (1) Handcuff case
One (1) outer jacket	One (1) BDU pant
One (1) hat	One (1) training shirt

In addition, the Employer will designate a police-designed departmental shoe and all employees will be required to wear that shoe only while on duty. The employer will supply the shoe at its cost and expense and will indicate to employees where they may go to be fitted.

## BEREAVEMENT

All employees shall receive five (5) consecutive working days leave in the event of the death of the following:

- Spouse
- Child
- Son-in-law
- Daughter-in-law
- Step-child
- Sister
- Sister-in-law
- Brother
- Brother-in-law
- Grandparent (of employee or employee's spouse)
- Grandchild (of employee or employee's spouse)
- Parent
- Step-parent
- Father-in-law
- Mother-in-law

and any other member of the immediate household. This leave is separate and distinct from any other leave time.

## PERSONAL LEAVE

All employees herein shall receive four (4) days leave for personal business, non-accumulative unless prevented by the Employer due to exigencies of the work from taking them, in which case they are to be carried over into the next calendar year. The County agrees that if an employee gives at least five (5) days notice of the proposed use of a personal day, that the employee's request will always be honored, provided no more than one sergeant has previously scheduled the same day off as a personal day. If more than one sergeant requests the same shift and day off, the requests will be granted on a first come, first served basis, or if two sergeants make the request simultaneously, the employee with the most seniority will be granted the leave. Each employee shall be given credit for each calendar year for all due personal leave and shall be entitled to use credited leave when requested. Should an employee's service begin after the first, or terminate before the end of the year, earned personal leave shall be calculated based on the number of quarters (or major portion thereof) completed. Unused earned personal leave shall be reimbursed to the employee in the final pay. Used unearned personal leave shall be deducted from the final pay.

## OTHER LEAVES

All other proper and authorized leaves as provided by law and/or the rules and regulations of the New Jersey Department of Personnel shall be recognized and constitute a part of this agreement.

## VACATIONS

All employees hired prior to January 1, 2001, shall be granted vacation leave based upon the following from date of hire:

<u>Years of Service</u>	<u>Annual Leave</u>
1 <sup>st</sup> year	1 day/month to end of calendar year in which hired
1 full year - 7 years	12 days per year
8 through 10 years	16 days per year
11 through 15 years	21 days per year
16 years and over	26 days per year

Those employees hired on or after January 1, 2001 will follow the following vacation schedule:

<u>Years of Service</u>	<u>Annual Leave</u>
1 <sup>st</sup> - 5 <sup>th</sup> year	10 days per year
6 <sup>th</sup> - 10 <sup>th</sup> year	15 days per year
11 <sup>th</sup> year and over	20 days per year

Any employee entitled to twenty-six (26) vacation days or more per year as of December 31, 1998, shall continue to receive that number of days and shall not accumulate any additional days.

Employees shall be required to schedule not less than two-thirds (2/3) of their annual vacation on or before January 1 of the contract year. Vacation requested prior to January 1 can be scheduled in weekly blocks or single days. Sergeants may plot no more than four (4) single vacation days. All vacation time, except that which is being carried over to the succeeding year, is to be scheduled. One-third (1/3) of the annual leave (not including previously carried over time) may be carried over into the succeeding year. All vacation time carried over must be used in the succeeding year.

The employer has the discretion to deny vacation requests if more than one (1) Sergeant requests it for the same period of time. In that event, vacation will be granted on the basis of seniority in rank.

When vacations are plotted, employees can request that their vacation be scheduled over a specific seven day consecutive period through the use of only five (5) vacation days and two (2)



period through the use of only five (5) vacation days and four (4) regular days off.

After February 1, an employee may request permission to schedule single day vacation leave not previously scheduled. The Warden may grant or deny such request in the exercise of his discretion.

An employee may sell back up to five (5) days of the annual vacation leave each year. This option must be exercised by December 1<sup>st</sup> of each year. The option is not accumulative.

## SICK LEAVE

Sick leave shall accumulate at the rate of one and one-quarter (1-1/4) days per month in the first year of service commencing in the first month, or major portion hereof, from date of hire. During the first year of employment, employees shall be entitled to schedule leave time only as earned. New employees shall earn leave time at the rate of 1/12 of the annual allotment for each 30 days of employment with the County. Leave may not be scheduled in excess of the time earned and accumulated. If separation occurs before the end of the year, and more sick leave has been taken than appropriate on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the employee's final paycheck. Sick leave shall accumulate from year to year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

Individuals who are qualified to hold a Supervisor's position are expected to have attendance records which reflect a minimal use of sick time. In recognition thereof, each Supervisor who uses five (5) or less sick days in a year shall be paid a bonus of Five Hundred Dollars (\$500).

## PHYSICAL EXAMINATIONS

The Employer agrees to pay for the physical examination for all new employees. The Employer further agrees to pay for all physical examinations required by the Employer that are job related for employees covered by this Agreement. All examinations required by the Department of Personnel, Public Employee's Retirement System, and Police and Firemen's Retirement System shall be paid for by the Employer. All employees covered under this Agreement shall use their County health insurance benefits coverage where applicable and where the same can be done without any cost to the Employer.

## LIABILITY INSURANCE COVERAGE

During the term of this Agreement, the Employer agrees to continue to provide liability insurance coverage for the employees consistent with its legal obligations under N.J.S.A. 40A:10-1. The Employer reserves the right to substitute insurance carriers but not coverage during the term of this Agreement.

## ADHERENCE TO DEPARTMENT OF PERSONNEL RULES

The Employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Personnel concerning any matter specifically covered in this Agreement shall be binding upon both parties.

## RESPECTIVE RIGHTS

All of the rights, powers, and authority possessed by a party hereto prior to signing of this Agreement are retained subject only to such limitations as are specifically provided in this Agreement.

Both parties reserve their respective rights under the New Jersey Employer-Employers Relations Act, the rules and regulations of the Public Employment Relations Commission, and any other applicable law and/or regulation.

The parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission or to seek judicial review of any and all claims or defenses in legal actions surrounding such proceeding as unfair labor practices, scope of negotiations, enforcement or modification of arbitration awards, issues or arbitrative ability, and specific performance of this Agreement or damages arising out of the breach thereof.

## COURTS OR GRAND JURY

If an employee is required to appear on County business before a Court or the Grand Jury during his normal working hours, he shall be paid therefor at his normal rate of pay. If an employee is required to appear on County business before a Court or the Grand Jury outside of his normal working hours, he shall be compensated at one and one-half (1 ½) times his normal rate of pay for each hour he is performing this duty.

## JURY DUTY

Should an employee be obligated to serve as a Grand or Petit Juror, he shall receive full pay from the County for all time spent on jury duty.

There shall be no deduction or set-off for any remuneration received by the employee from the Court for such service.



## HOURS OF WORK AND SCHEDULING

Employees may, by January 1, express preferences as to shift assignments. The actual assignments shall be at the discretion of the Warden. His decision shall not be grievable.

The Employer, by March 1, shall post an annual schedule for each employee designating shift assignments and regular days off. Before posting the schedule, the Employer shall indicate the regular days off available for each shift and shall then give employees the opportunity to bid for regular days off, by seniority, on a shift-by-shift basis. Once the schedule is posted, the Employer has the right, due to unanticipated circumstances, including but not limited to employee performance necessary to maintain operational effectiveness, or to accommodate employee requests for single day vacations, to reassign personnel to other shifts to deal with the circumstances. Employees shall not have their shifts changed in an arbitrary or capricious manner.

Employees are required to be on duty at least ten (10) minutes prior to their scheduled tour of duty.

No Superior Officer shall be schedule to work more than sixteen (16) hours in any twenty-four (24) hour period. This does not prohibit an employee from being required to work such period in overtime in the event of an emergency.

The Employer may establish regular tours of duty for superior officers as required by the needs of the department.

When personnel changes in the work unit provide opportunities for shift or schedule changes, interested Employees may apply for those assignments which they desire. Employees may also request reassignment at any time. However, personnel assignments will be made in the discretion of the Warden, whose decision will be neither grievable nor arbitrable.

Each employee shall be entitled to one (1) fifteen minute break during the first half of the shift and one(1) fifteen minute break during the second half of the shift and a thirty (30) minute break for lunch. These breaks are non-accumulative. The actual scheduling of breaks will be at the shift commander's sole and absolute discretion.

## DISCRIMINATION AND DISCIPLINE

There shall be no discrimination, interference, or coercion by the Employer, the Association, or coercion by the Employer, the Association, or any of their agents or members against employees represented by the Association because of membership or activity or lack of the same in the Association.

Employees shall only be discharged or disciplined in accordance with Department of Personnel regulations and any right of review shall only be to the Merit System Board, and not under the grievance procedure of the contract.

Disciplinary action not subject to Merit System Board review shall be subject to review under the grievance/arbitration procedure.

## ACCESS TO PERSONNEL FOLDERS

An employee shall have the right, upon forty-eight (48) hours' advance notice to the County, which notice shall be given to the department head, to inspect his or her personnel folder and to examine any criticism, commendation, or any evaluation of work performance or any other document which has been placed in the folder and shall have the right to respond within one (1) month, in writing, to any negative statements contained therein, and such response shall be placed in the employee's folder and shall become a part of his or her permanent work record.

Each regular written evaluation of work performance where made, shall be made available to the employee and shall be reviewed in the employee's presence, and evidence of such review shall be the signature of the employee on the evaluation form, which shall not be construed as being in agreement with any items contained therein, and the employee shall make any responsive statements thereto as provided herein, which response shall also become a part of the evaluation.

No document of anonymous origin shall be maintained in the folder, or serve as the sole basis for disciplinary action, if after investigation by the department head, no basis for substantiation of any matter contained therein is found.

## RULES AND REGULATIONS

Rules and regulations which are implemented by the Employer shall be posted and a copy given to the Union. Employees, either individually or acting through their Union, may comment thereon. Such opportunity to comment shall not impair the Employer's right to implement such rules and regulations.

## GRIEVANCE PROCEDURE

A grievance shall be defined as a complaint of an employee arising from an alleged misinterpretation or inequitable application of terms and conditions of employment as set forth in this Agreement or of an established personnel policy. A grievance shall not include any matter over which the County has no authority to act or for which there is a method of statutory review outside of the grievance procedure or matters of non-negotiable management prerogative. Grievances involving non-negotiable matters of management prerogative are not arbitrable. Grievances involving an alleged misinterpretation or inequitable application of this Agreement may be processed to Step 4, Arbitration. The grievance procedure shall only be used for the settlement of grievances, as defined above, and shall not be used as an instrument for negotiating changes in policy of the Employer during the term of this Agreement.

No step in this procedure shall be by-passed by either the employee or the Union, without the consent of the County.

Step 1: The complaint or grievance of any employee shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, three (3) working days if possible. At this level, a complaint or grievance need not be in writing. If the aggrieved employee is not satisfied with the decision of his immediate supervisor, he may discuss his complaint or grievance with the Warden, who shall make an effort to resolve the problem within three (3) working days if possible. The complaint or grievance need not be in writing at this step.

Step 2: If the aggrieved employee is not satisfied with the decision of the Warden and seeks to pursue the matter further, he shall reduce his grievance to writing and file the same with the Warden no later than fifteen (15) days after he knew or should have known of the facts giving rise to the alleged grievance on a standard form which will be available, prepared by the County, and which the County may revise from time to time. The employee shall furnish all information requested to permit the employer to adequately respond and the form shall be signed by the affected employee. The employee shall have a continuing duty to furnish additional information as requested by the employer. In addition, failure to comply with this time requirement shall be determined a waiver of the employee's right to use this formal grievance procedure. Within five (5) working days after filing of the written grievance, the Warden shall review the grievance again based upon the written statement. The Warden shall give a decision in writing with supporting reasons within the time provided.

Step 3: If the problem is not resolved at Step 2, the aggrieved employee may appeal, in writing, within ten (10) working days, to the Board of Chosen Freeholders or their designated representative for a determination of the grievance. Failure to comply with this time requirement shall be a waiver of the employee's right to use this formal grievance procedure. Within thirty (30) working days after filing of the grievance at this step, the Board of Chosen Freeholders shall make a determination directly or through their designated representative. The receipt of no decision by the Freeholders shall constitute a denial. Grievance involving non-negotiable matters of management prerogative are not arbitrable. Grievances which involve the alleged misinterpretation or inequitable application of this Agreement may be appealed to the next step, if not decided favorably to the employee within the time period provided.

has been rendered within thirty (30) working days after the grievance was filed with the Board of Chosen Freeholders, the Association may, if it chooses, within five (5) working days after a decision has been made by the Board of Chosen Freeholders or their designee, or within thirty (30) working days after the grievance was delivered to the Board of Chosen Freeholders, whichever is later, request in writing to the American Arbitration Association or the Public Employment Relations Commission, the appointment of an arbitrator pursuant to the rules and regulations of said Association or the Commission.

The Arbitrator shall have the authority to conduct a hearing at which the facts and arguments relating to the dispute shall be presented and heard by him. The arbitrator shall have no power to add to, detract from, or alter in any way the provisions of this Agreement, but shall only interpret, apply, or determine whether there has been compliance with the provisions of this Agreement.

The Arbitrator's decision shall be in writing and shall be submitted to the parties and shall be legally binding on them. The costs for such services of the arbitrator, including per diem expenses, if any, and actual and necessary subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be borne by the parties incurring same.

The time limits set forth in this procedure relating to processing a grievance from step to step may be extended by mutual agreement in writing signed by a representative of the Employer and the Association.

All grievance hearings shall be held in Hunterdon County.

All grievance proceedings will be held between the hours of 7:00 am and 5:00 pm. No more than two (2) officers will be permitted off the floor at one time to participate in the grievance proceeding, including the grievant.

## EMPLOYEE RIGHTS

The Employer and the Association agree that employees covered under this Agreement have rights as provided pursuant to Chapter 123 of the P.L. of 1974. The parties agree that such rights shall not be violated or abridged and that any claims of such violation or abridgement shall only be adjudicated using the procedures dealing with Unfair Practices provided by the Public Employment Relations Commission in its rules and regulations.

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation except in accordance with Department of Personnel rules and regulations. Any claimed violation thereof shall only be adjudicated using Department of Personnel rules and regulations. Disciplinary action not subject to Department of Personnel review shall be subject to review under the grievance/arbitration procedure.

Whenever any permanent employee covered herein is required to appear before management concerning a disciplinary matter, then he shall be given prior written notice thereof and shall be entitled to have a representative and/or attorney present to advise him and represent him during such meeting.

Employees will be allowed to wear a membership pin signifying membership in the Fraternal Order of Police no larger than one-half inch in diameter in a uniform position as designated by the Warden.

## WAGES

A. A salary guide for Superior Officers currently employed is attached as Schedule A.

B. Any officer who is promoted to the title of Sergeant shall receive a six percent (6%) increase over their existing rate of pay. In addition, if the employee's salary is below \$49,000 (2002), the individual will be entitled to an additional adjustment which will be added to their salary over the ensuing five years. The dollar amount difference between their correction officer's salary and the maximum for that position will be determined. One-fifth of the difference will be added to the salary of the officer on the January 1<sup>st</sup> immediately following their promotion and an additional one-fifth will be added to their salary on January 1<sup>st</sup> of each of the next four years.

C. When an individual is promoted from Lieutenant to Captain, an adjustment in their salary will be made in the amount of \$3,000.00.

D. If any of the presently employed Sergeants were to be demoted, their salary would revert to the maximum rate of pay for Correction Officer: \$49,000 (2002), \$50,500 (2003), and \$52,000 (2004), to which shall be added the sum of \$1,000.

E. For anyone promoted to the position of Sergeant after January 1, 2002, their salary after demotion shall be set at the same amount as that for any then employed correction officer who was hired in the jail the same year as the employee who is being demoted. If there is no employee hired in the same year, then the Lodge and the County shall attempt to determine what the appropriate salary would be for a correction officer who was hired in the same year. If no agreement can be reached, then the salary shall be set at 10% below the employee's salary prior to demotion.

F. The salary of a captain who is demoted will be decreased by \$3,000.

G. Any individual who is promoted after January 1, 2002, shall receive a salary increase of \$2,000 on January 1<sup>st</sup> of each year of this agreement.



## PROMOTIONS

Eligibility to take promotional examinations shall be determined in accordance with Department of Personnel rules and regulations and shall apply to all employees covered under this Agreement. The final choice of an applicant to fill a position shall be solely that of the Department Head in accordance with Department of Personnel rules and regulations.

## WORKMENS' COMPENSATION LEAVE

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim for Workmens' Compensation shall not be charged to sick leave. The employee shall receive full pay from the County during this time, and all monies received by the employee from Workmens' Compensation during the absence from work shall be turned over to the County Treasurer's Office. Paid holidays occurring during a sick leave period shall not be chargeable to sick leave.

## MEDICAL BENEFITS

All eligible employees shall be covered by the Medical and Hospital Insurance Plan selected by the Employer at the Employer's expense. The Association agrees to participate in the same Plan provided to all other County employees. The County has the right to select the carrier. The Employer shall also pay the monthly medicare premiums for each employee and the employee's spouse over age sixty-five (65) while still employed.

The Employer also agrees to grant all employees under this Agreement any other medical, dental, vision, or prescription plans granted to any other County employee groups during the term of this Agreement (on the same terms and conditions to such other employee groups).

Effective January 1, 1999, all employees shall pay a co-pay of three-quarters of one percent (.0075) of their salary in an amount not to exceed three hundred dollars (\$300.00) per year, toward the cost of medical premiums.

Employees may participate in the IRS Section 125 Plan that the County has established which provides that employees may set aside a portion of their income into a pre-tax account for certain medical and family care expenses.

## NO-STRIKE NO-LOCKOUT PROVISION

Neither the Association nor an employee of the Employer shall engage in any strike. The Employer agrees there shall be no "lockout". In the event that any person violates the terms of the no-strike clause, the Public Employer shall have the right to discharge or otherwise discipline such person, as provided by the terms of this Agreement and by law.

## PROVISIONS OF LAW

As this Agreement is between a Public Employer and its employees through their representative, the provisions of this Agreement shall be subject to law and shall be consistent therewith.

## SENIORITY

- Section 1: Permanent employees shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of permanent appointment in rank. Such seniority shall accumulate until there is a break in service.
- Section 2: Seniority at the Hunterdon County Jail will apply to full time employees only. Seniority will be based on uninterrupted service from date of permanent appointment in rank.
- Section 3: Seniority as defined above shall be applicable in accordance with the terms of this Agreement.

## ASSOCIATION REPRESENTATIVES

The Association shall designate such members of the Association as it deems necessary as Association Representatives. A list of the Association's designated representative shall be provided to the Employer.

Any authorized representative(s) of the Association, so delegated, shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public.

Approval of the Department Head (or his designee) shall be obtained prior to such visit, such approval shall not be unreasonably withheld.

The employer will provide the Association with a bulletin board for its exclusive use in connection with Union activities only.

No more than two (2) officers will be permitted off the floor at one time to attend contract negotiations. The Employer will not pay more than two (2) employees for time spent at negotiations, if negotiations are scheduled during their regular tour of duty.

Whenever any permanent employee covered herein is required to appear before management concerning a disciplinary matter, then he shall be given written notice thereof and shall be entitled to have a representative and/or attorney present to advise him and represent him during such meeting.

Union representative shall be permitted to participate during normal working hours, in negotiations, grievance proceedings, or meetings with the employer to a maximum of two (2) persons including the grievant, with no loss of pay. That is to say, if designated representatives are on duty, a maximum of two (2) such employees including the grievant, shall be permitted to attend negotiations, grievance proceedings, and meeting while on duty.

## SAFETY

A. The Employer, the Association, and the employees shall make reasonable provisions for the safety and health of employees during hours of employment. The Employer will continue to provide appropriate safety devices for employee's protection and the Employer shall make reasonable efforts to provide a safe and healthful place of employment.

B. The Employer agrees to provide adequate and regularly maintained sanitary facilities for employee use. Each employee will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.

C. An employee must report incidents of unsafe or unhealthful conditions to his supervisor immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated.

D. The Employer and an authorized Association representative shall meet after an unsatisfactory reply or no reply is received to a complaint. A meeting will be scheduled to discuss the complaint and to make recommendations concerning improvement or modification of conditions regarding the complaint.



DURATION OF AGREEMENT

It is hereby agreed between the Employer and the Lodge that this contract, except as specifically indicated, shall be retroactive to the extent necessary to January 1, 2002, and shall remain in effect through and including December 31, 2004. The parties agree to commence negotiations on a successor agreement on or before September 1, 2004.

IN WITNESS HEREOF, the parties by their authorized representatives, officers, and/or agents have hereunto set their hands and seals the day and year first written above.

ATTEST:

BOARD OF CHOSEN FREEHOLDERS OF  
HUNTERDON COUNTY

\_\_\_\_\_  
DENISE B. DOOLAN, BOARD CLERK

\_\_\_\_\_  
FRANK J. FUZO, DIRECTOR

ATTEST:

F.O.P. LODGE #29

\_\_\_\_\_  
, SECRETARY

\_\_\_\_\_  
ROBERT PLIMPTON, PRESIDENT

SCHEDULE A

<u>NAME</u>	<u>TITLE</u>	<u>DATE OF HIRE</u>	<u>CURRENT SALARY</u>	<u>1/1/02</u>	<u>7/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
Schottman, William	Captain	8/1/72	\$ 66,209.00	69,450.00	69,450.00	72,224.00	74,997.00
Macher, Neil	Captain	3/1/72	65,977.00	69,450.00	69,450.00	72,224.00	74,997.00
Rosso, Norbert	Lieutenant	10/19/81	60,115.00	63,950.00	63,950.00	66,533.00	69,115.00
Schottman, Robert	Sergeant	10/17/77	48,788.00	54,905.00	55,740.00	58,265.00	60,788.00
Fleming, Timothy	Sergeant	8/20/84	50,956.00	54,905.00	55,740.00	58,265.00	60,788.00
Plimpton, Robert	Sergeant	9/15/86	45,837.00	50,740.00	51,675.00	54,725.00	57,024.00
Nodes, Scott	Sergeant	6/27/87	45,024.00	50,740.00	51,675.00	54,725.00	57,024.00
Kutzman, David	Sergeant	3/28/88	44,867.00	50,490.00	51,425.00	54,400.00	56,867.00
Arnold, George	Sergeant	2/3/90	42,176.00	49,990.00	50,976.00	53,351.00	55,476.00
Mullikin, James	Sergeant	9/1/86	46,240.00	49,990.00	50,976.00	53,351.00	55,476.00