

AGREEMENT

between

**BOARD OF CHOSEN FREEHOLDERS
OF HUNTERDON COUNTY,
SHERIFF OF HUNTERDON COUNTY**

and

**HUNTERDON COUNTY SHERIFF'S OFFICERS
ASSOCIATION, F.O.P. LODGE 94**

Covering the period January 1, 2001 through December 31, 2005

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PREAMBLE

THIS AGREEMENT is made and entered into _____, 2001, for the period January 1, 2001 through December 31, 2005, by and between the **BOARD OF CHOSEN FREEHOLDERS OF HUNTERDON COUNTY** and the **SHERIFF OF HUNTERDON COUNTY** (hereinafter referred to as the "**Employer**"), and the **HUNTERDON COUNTY SHERIFF'S OFFICERS' ASSOCIATION, F.O.P. LODGE 94** (hereinafter referred to as the "**Association**"), and is the final and complete understanding between the Employer and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

RECOGNITION AND SCOPE

Section 1: The Employer hereby recognizes the Association as the sole and exclusive representative for all employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et.seq., as amended, concerning salary, hours and others terms and conditions of employment in the negotiating unit described below:

All Sheriff's Officers employed by the Hunterdon County Sheriff's Department, but excluding all Sheriff's Officers assigned to the Hunterdon County Jail, all other county employees, all court attendants, confidential employees, managerial executives and supervisors within the meaning of the Act.

Section 2: Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refer to all persons represented by the Association in the above-defined negotiating unit.

Section 3: The Employer will distribute to each new employee, a copy of the contract and a statement that the Hunterdon County Sheriff's Officer Lodge #94 is the recognized employee representative and a statement giving the name, address and telephone number of a person who can be contacted if the employee wants further information.

ARTICLE 1

PAYROLL DEDUCTIONS

A. Dues Checkoff:

The Employer will deduct current dues of employees who are members of the Association beginning with the next pay period following receipt of a duly executed form acceptable to the Employer. Such authorization may only be revoked upon thirty (30) days notice prior to January 1 or July 1. Monthly, the Employer will forward a list of all employees hired or terminated during the preceding month.

It shall be the sole obligation of the Employer to remit sums deducted to the Treasurer of the Association by the fifteenth (15th) of the month following the month in which it deducts them, with a list of those employees for whom the deductions have been made.

The Association shall hold the Employer harmless against all claims, demands, or other forms of liability that may arise out of the Employer deducting sums as Association dues pursuant to this Article.

ARTICLE 2

MANAGEMENT

Section 1: (a) In order to effectively administer the affairs of the Employer and to properly serve the public, the Employer hereby reserves and retains unto itself, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by law prior to signing this Agreement. Without limitation of the foregoing, management's prerogatives include the following rights:

1. To manage and administer the affairs and operations of the Employer
2. To direct its working forces and operations
3. To hire, promote, transfer, and assign employees
4. To demote, suspend, discharge and otherwise take disciplinary action against employees in accordance with the New Jersey Department of Personnel rules and regulations
5. To take necessary action in emergencies
6. To determine standard of selection for employment
7. To determine standards of performance of employees
8. To evaluate employee performance
9. To maintain the efficiency of its operations
10. To determine and implement the technology of performing work
11. To determine the methods, means and personnel by which the Employer's operations are to be conducted
12. To determine the content of job classifications, in accordance with the New Jersey Department of Personnel rules and regulations and any other applicable law
13. To promulgate rules and regulations, from time to time, which may affect the orderly and efficient administration of the employer.

Jersey

(b) The Employer's use and enjoyment of its powers, rights, authority, duties and responsibilities, the adoption of its policies and practices or the promulgation of rules and regulations in furtherance thereof, and the exercise of discretion pursuant thereto shall be limited only by the terms of this Agreement and to the extent same conform to laws of New Jersey and the United States.

(c) Nothing contained in this Agreement shall operate to deny to, or restrict the Employer in the exercise of its rights, responsibilities and authority pursuant to the laws of this State or the United States.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is any dispute of an employee concerning the meaning, interpretation, or application of the terms and conditions of employment specifically set forth in the provisions of this Agreement. The term grievance and grievance procedure set forth herein shall not apply:

(1) To matters which involve the interpretation or application of a New Jersey Department of Personnel rule, or regulation, or N.J.S.A. 11A:1-1 et.seq., the Civil Service Act, and in which method of review is prescribed by law, rule, or regulation.

(2) To matters which involve the meaning, interpretation, or application of the provisions of this Agreement for which a method of review is prescribed by law, rule, or regulation.

(3) To matters where the Employer is without authority to act.

Immediate Supervisor: An employee's immediate supervisor is the person to whom the aggrieved employee is directly responsible under the prevailing Table of Organization.

Section 2: Purpose: The purpose of this grievance procedure is to secure equitable solutions to the problems affecting employees arising under this Agreement. The parties agree that disputes should be resolved at the lowest possible administrative level. Thus, the parties shall encourage the informal resolution of disputes by discussion of complaints between an individual and his immediate superior and only in the event that such discussion fails to produce a satisfactory adjustment of the complaint shall it be reduced to writing and submitted as a grievance.

Section 3: Procedure: An aggrieved employee must file his grievance with his immediate superior within ten (10) work days of the occurrence of the matter complained of, or within ten (10) work days after he would have reasonably been expected to know of its

occurrence. Failure to act within said time period shall constitute an abandonment of the grievance, except where good cause is shown for non-compliance with the aforesaid time limit.

Step 1: Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily, or if no resolution is made within fifteen (15) work days by the immediate superior, the employee, if he wishes to pursue the grievance, must present his grievance to the Sheriff of Hunterdon County within fifteen (15) work days thereafter. When an appeal is filed with the designated Undersheriff, the grievance shall file:

- 1. Copy of the written grievance discussed above
- 2. A statement of the results of prior discussions thereon, and a statement of the decision below; and
- 3. A statement of the grievant's dissatisfaction with such results.

The Sheriff, the grievant, and the grievant's representative, if any, shall meet within seven (7) days and confer about the grievance. The Sheriff shall issue a decision within ten (10) work days after the meeting.

Step 2: If the grievance is not resolved satisfactorily through Step 1, then the Association may move an arbitrable grievance to arbitration to the American Arbitration Association by notifying the American Arbitration Association and the Employer that the Association is moving the grievance to arbitration. The request for arbitration shall be made within thirty (30) days after the decision is rendered by the Hunterdon County Sheriff at Step 1. The request for arbitration shall be made upon written notice to the Hunterdon County Sheriff and the Board of Chosen Freeholders. An Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association, and shall be appointed to hear the grievance and render the award in writing. The award shall be final and binding on both parties. The cost of the Arbitrator's fee shall be shared equally by the Employer and the Association. The Arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue the decision within thirty (30) calendar days after the close of the hearing, unless time for rendering the award is extended upon the consent of the parties. The Arbitrator shall only consider a dispute which comes within a definition of grievance as set forth above under this Article and shall interpret this Agreement as written and shall have no authority to alter, amend or add to the terms of this Agreement.

Section 4: In the presentation of a grievance, an employee shall have the right to present his appeal or to designate a representative to appear with him or her at any step in his

appeal. An employee is entitled to be represented by an attorney of his or her own choosing. Any expenses incurred by the employee shall be borne by the employee.

ARTICLE 4

ASSOCIATION REPRESENTATIVES

The Association shall designate such members of the Association as it deems reasonably necessary as Association representatives, who shall not be discriminated against due to their Association activity. A list of Association designated representatives shall be provided to the Employer.

Any authorized representative(s) of the Fraternal Order of Police and/or the Hunterdon County Sheriff's Officers' Association, so designated, shall have the right to enter upon the premises of the Employer during working hours for the purpose of conducting normal duties relative to enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to the public.

Approval of the designated Department head (or his designee) shall be obtained prior to such visit.

ARTICLE 5

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

The Employer agrees to make available within a reasonable period of time to the Association all public information requested in writing by the Association. Copies of requested documents shall be provided hereunder at a cost determined by the Employer in accordance with law and with regard to fees charged for copies of public information.

The Association Representatives shall be permitted to participate in negotiations, grievance proceedings, conferences, or other meetings with the Hunterdon County Sheriff provided that this shall not interfere with or interrupt normal operations of the Hunterdon County Sheriff. This shall apply to any employee in connection with his or her grievance. Prior approval must be obtained from the employee's Department Head for attendance at any of the aforesaid meetings occurring during working hours, and if approval is given for attendance, employees shall not suffer a loss in pay.

The Association with prior approval may use facilities and equipment including bulletin boards and mailboxes when not otherwise in use, provided that this shall not interfere with or interrupt normal operations of the Hunterdon County Sheriff. Costs to the Hunterdon County Sheriff for use of facilities and equipment shall be reimbursed by the Association.

Should the representative of the Association, or the Association itself, cause any malicious damage to any facility or equipment owned by the Employer, the Association hereby agrees to either repair such facility or equipment at its own cost , or to reimburse the Employer for the cost to repair said facility or equipment.

Employee Representatives who are to be present at negotiations. No more than three (3) employees and an attorney or F.O.P. representative shall appear and negotiate for the Association.

ARTICLE 6**ADHERENCE TO CIVIL SERVICE RULES**

The Employer and the Association understand and agree that all Rules promulgated by the New Jersey Department of Personnel, formerly known as the New Jersey Department of Civil Service, shall be binding upon both parties.

ARTICLE 7**RULES OF THE EMPLOYER**

All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Service directly affecting terms and conditions of employment of employees covered under this Agreement shall be duly and conspicuously placed.

ARTICLE 8

HOURS OF WORK

The work week shall consist of a shift of 8:30 am to 4:30 pm, Monday through Friday (hereinafter called the "regular" shift). Additional shifts may be added by the Sheriff upon the terms set forth below.

The Sheriff's Officers will not be required to work more than one (1) specific shift within one (1) week, except in the case of emergency and, in case of emergency, a shift change may be made, but only for the duration of that emergency.

The Sheriff's Officers shall receive two (2) consecutive days off per week and these days off shall not be split by the Employer.

Sheriff's Officers may express a preference as to shift assignments and may also request re-assignment at any time.

Actual shift assignments shall be made by the Sheriff in the exercise of his management prerogative to fulfill his staffing needs. Sheriff's Officers shall have the right to bid shift assignments in accordance with seniority. In making shift assignments, the Sheriff shall not act in an unreasonable, arbitrary or capricious manner and shall consider the preferences as expressed by the Sheriff's Officers. Upon the failure of any Sheriff's Officer to bid a shift, shift assignments shall be made in reverse order of seniority provided such assignment is consistent with any special background and skills that are necessary for the performance of the shift assignment.

At the request of the Lodge, Shift Differential Pay will be divided equally among all Officers, irrespective of shift. The parties have agreed that this amount is \$200 per officer. \$200 will be added to the pay of each officer 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 the shift differential pay based upon shift assignments, both parties agree that .6% or \$200, whichever is greater, will be deducted from each Officer's salary if the proposal for shift differential is accepted or reinstated.

Shift assignments shall not be changed on less than twenty-four (24) hours notice to the respective Sheriff's Officer, without the payment of overtime. If a Sheriff's Officers shift is changed upon less than twenty-four (24) hours notice, the Sheriff's Officer shall be compensated at the overtime rate for any hours worked during the twenty-four (24) hour period commencing with the first hour worked. Hospital and other extended or continuous tour of duty shall be considered shift change assignments and shall be compensated as set forth above.

Employees called out on emergency duty, not immediately before or after their assigned shift, shall receive a minimum of three (3) hours pay for such duty at the appropriate rate. All hours worked on emergency "call-out" shall not be included as time worked for the purposes of calculating the employee's work week nor for overtime computation in accordance with the provisions of the Fair Labor Standards Act.

Those employees obligated to return to work in field, or on the road traveling, shall compute their hours of work on a portal-to-portal basis.

ARTICLE 9**BREAKS**

Each employee herein represented shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon), and equivalent periods for shift work. Breaks shall be taken as the work schedule permits. If employees are working on the road, breaks shall be taken as the work schedule permits, but cannot jeopardize security. Unused break time shall not be credited or accumulated in any way by the employee.

ARTICLE 10

OVERTIME

A. Overtime Rates:

1. Overtime rates. Any employee required to work beyond their eight (8) hour workday or their normal work week, shall be compensated for overtime at the rate of time and one-half (1 ½).

Employees required to work on the sixth (6th) consecutive day of a workweek shall be paid at the rate of time and one half (1 ½) for the first eight (8) hours, and double (2) time for any additional hours worked.

Employees required to work on the seventh (7th) consecutive day of a workweek shall be paid at the rate of double (2) time for the first eight (8) hours, and double time and one-half (2 ½) for any additional hours worked.

Where an employee is permitted to schedule his own authorized overtime for personal convenience, the maximum rate of overtime shall be at time and one half (1 ½) of the normal rate of pay for hours worked notwithstanding any of the provisions of this Agreement.

Employees scheduled to work on a holiday shall be paid their regular days' pay for the holiday, plus an additional rate of time and one half (1 ½) for all hours worked in a normally scheduled workday. Should an employee be required to work beyond eight (8) hours on a holiday, he shall be paid the regular rate for the day, plus an addition double (2) time for any hours in addition to the regularly scheduled workday.

B. Minimum Guarantee:

Any employee required to work less than the three (3) hours overtime not immediately preceding and continuing into a regularly scheduled workday or continuing beyond a regularly scheduled workday shall receive a minimum of three (3) hours compensation at the appropriate overtime rate. Those employees who do not qualify for the minimum described above shall be compensated for the actual overtime hours worked at the appropriate overtime rate.

C. Method of Compensation in Certain Cases:

In certain situations wherein overtime is required, but budgetary considerations make payment for overtime impossible, employees may be asked to accept overtime on a voluntary basis to be paid as compensatory time at the above rates.

D. Assignment of Overtime:

Overtime for regularly scheduled shifts will be offered to Sheriff's Officers first, in an order of preference based upon a rotating seniority roster. There may be certain situations in which the Sheriff, because of special skills or other attributes of a particular Sheriff's Officer, determines that it is in the best interest of the Sheriff's Office to by-pass an officer or officers on the seniority list; however, it is agreed and understood that such by-passed Sheriff's Officer or Officers must become next on the list for the purposes of the overtime roster. If a Sheriff's Officer refuses overtime when it is his or her turn as number one on the rotating seniority list, then the Sheriff may, in such occasions, skip that Sheriff's Officers turn and proceed to the next Officer on the rotating seniority list. The purpose of this section is to equalize overtime opportunities among Sheriff's Officers to the extent reasonably possible and this shall not be defeated by the Sheriff's selection of special persons for special details as set forth herein. Overtime opportunities shall be distributed among the Sheriff's Officers on an equal basis, as much as possible.

ARTICLE 11

HOLIDAYS

The thirteen (13) legal holidays presently observed shall continue to be observed under this Agreement (New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day).

The day after Thanksgiving shall be a paid day off for all employees. Employees who are required, by the Employer, to work on such paid day off, due to emergencies or otherwise, shall receive compensatory time off on an hour for hour basis (eight (8) hours) for their normal workday. Employees required to work beyond eight (8) hours shall be compensated at their normal overtime rate as provided Article 10.

In addition to the aforesaid thirteen (13) legal holidays, also to be observed are any other legal holidays declared by the legally constituted authorities of the State of New Jersey and of the United States.

Also, any day proclaimed by the Governor as a day off for State employees, or by the President as a day off for federal employees, may be observed by the Employer as determined by the Board of Chosen Freeholders and the Sheriff, in their sole discretion. In the event the Board of Chosen Freeholders grant a day off for County employees, then employees will be paid therefor as if they had worked on said day. Employees who are required to work on said day, though it has been declared as a day off, shall receive compensatory time off on an hour for hour basis for their normal workday (eight (8) hours) and their normal overtime rate for all hours worked beyond eight (8) hours.

When a holiday, as above, falls on a Saturday, it shall be observed the preceding Friday. When a holiday, as above, falls on a Sunday, it shall be observed on the following Monday.

By mutual consent of the parties, the date of observance of any of the above holidays may be moved to another day.

ARTICLE 12

VACATIONS

All employees shall be granted vacation leave based upon date of hire and the following schedules:

Employees Hired Prior to January 1, 2001

<u>Years of Service with Department</u>	<u>Annual Leave</u>
1 st year	1 day/month to end of calendar year in which hired
1 through 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

Employees Hired After January 1, 2001

1 st year	1 day/month to end of calendar year in which hired up to a limit of 10 days
1 through 5 years	10 days per year
6 through 10 years	15 days per year
11 years and over	20 days per year

Employees shall submit requests for vacation time no later than March 15th of the year with first and second choices. Vacations will be scheduled on the basis of seniority and in accordance with the needs of the service. The Sheriff has the discretion to deny vacation approval if more than one Officer requests it for the same period of time. In that event, vacation

will be on the basis of seniority in the Department. Responses to vacation requests shall be made within thirty (30) days of March 15th. Failure to timely respond to vacation requests shall result in requests that are not responded to being deemed approved. Failure of employees to make timely vacation requests shall then permit Employer to schedule vacations of those employees at its discretion and without regard to seniority.

A July 1st cut-off date will be used to determine the amount of vacation days to which an employee is entitled after the first year of employment. That is, if an employee was hired prior to July 1st, the employee's first year of actual service (even though less than a full calendar year) will be counted as his or her first year of service for the purpose of determining the number of vacation days to which he or she is entitled under the existing schedule. If the employee was not hired until after July 1st, the employee's first year of service will not be deemed to occur, for this purpose, until the employee has been employed for one (1) full calendar year.

Vacation time may be used on a day basis subject to the needs of the service. For purposes of scheduling annual vacations, the request shall state "(number) of days to be used on a day basis", with no specific dates required. A separate request for the scheduling of each such day shall be made. Vacation requests shall not be unreasonably denied.

Each employee shall be given credit for each calendar year for all due vacation leave, and shall be entitled to use credited leave when requested. Should an employee's service terminate before the end of the year, earned vacation leave shall be calculated based on the number of months (or major portion thereof) completed. Unused earned vacation leave shall be reimbursed to the employee in the final pay. Used unearned vacation leave shall be deducted from the final pay.

A vacation carryover of up to one third (1/3) of the year's vacation credit is permitted upon written notice filed by December 1. The carryover must be used in the succeeding year or such vacation credit is forfeited.

Sick or Bereavement During Vacation: If an employee is on vacation and becomes ill during that time not allowing them to continue their vacation and can provide a doctor's proof of such illness, or should a death in the family occur in accordance with the provisions of the bereavement leave paragraph contained in this Agreement; then that time may be changed to sick and/or bereavement leave, and their vacation leave shall be reinstated.

ARTICLE 13

LEAVES OF ABSENCE

A. Sick Leave:

Sick leave shall accumulate at the rate of one and one fourth (1 1/4) days per month in the first year of service, commencing in the first month, or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the Employer for the remainder of the calendar year, and the total number of sick days, pro-rata, shall be credited to the employee. If separation occurs before the end of the year and more sick leave has been taken than appropriate on a pro-rata basis, the per diem rate of pay for the excess days shall be deducted from the final pay.

Sick leave shall accumulate year to year with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

B. Maternity Leave:

An employee shall notify the Employer of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay and said leave shall be granted. A maternity leave of absence shall be for the maximum period allowed by New Jersey Department of Personnel rules. The employee may elect to return to work at an earlier date provided the employee shall be deemed medically fit to return to the duties and responsibilities of her position.

C. Bereavement Leave:

All employees shall receive five (5) consecutive working days leave in the event of the death of a spouse, child, stepchild, ward, son-in-law, daughter-in-law, 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. Additional days may be granted by the Sheriff as circumstances warrant, provided such days are charged against sick, vacation or personal time. In the event of multiple deaths, special consideration will be given to the employee by the Employer.

D. Personal Leave

Upon prior approval of the Sheriff or his designee, an employee shall be entitled to receive up to four (4) days leave for personal business, non-accumulative. Personal leave can only be used in half day or full day increments. 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.

E. Other Leaves

All other proper and authorized leaves as provided in the Rules of the New Jersey Department of Personnel shall be recognized and constitute a part of this Agreement.

ARTICLE 14**JURY DUTY**

Should an employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent in jury duty. It is agreed that when an employee is released from jury duty, he shall report to work in a timely manner.

Remuneration received from the Court for such service will not be deducted from the wages received for the corresponding workdays.

ARTICLE 15

MEDICAL BENEFITS

The Employer agrees to provide medical coverage in the form currently provided for all employees and their eligible dependents. The Employer shall also pay the monthly Medicare premium for each employee over age sixty-five (65).

The County may change insurance carriers for programs provided the new carrier and/or program has benefits comparable to the current program and provided there is no diminution of benefit and/or services.

The County will, prior to changing carriers and/or programs, give the Union no less than 60 days notice of the intended change, along with a complete listing of the benefit level of the existing program and the proposed new program. In the event the Union makes a claim of diminution of benefit, such a claim will be settled via an expedited arbitration hearing (grievance to be submitted directly to arbitration after discussion with County Administrator).

All employees who are eligible shall be covered under the New Jersey Temporary Disability Insurance Plan as determined by said plan and its rules and regulations. Said plan shall be jointly contributed as provided in the rules and regulations governing said program.

Each employee eligible to participate in the Health Benefits Program shall be reimbursed for actual expenses incurred by the employee or their dependents as defined by the health benefits program, for vision care, prescription drugs, dental care, chiropractic services and discretionary physical or optical examinations (not otherwise covered by insurance benefits because they are discretionary), or for the premium paid by the employee for any type of health or health-related insurance (such as vision care, prescription drug and/or dental insurance) up to and including a maximum amount of Five Hundred Dollars (\$500) per year. The County shall reimburse the employee upon presentation of a receipt showing the following:

1. The name of the employee or dependent as defined by the program, for whom the vision care, prescription drug, dental care cost, discretionary examination, chiropractic services, or insurance premium was incurred.
2. In the case of a prescription, the prescription number.

3. The amount which the employee spent and the date the cost was incurred.

4. The name of:

(A) The eye doctor who was consulted or the vision care service who filled the optical prescription

(B) The name of the pharmacy from whom the prescription drug was purchased

(C) The name of the dentist who was consulted

(D) The name of the doctor who was consulted

5. Receipts from the provider must be submitted by November 1 of each year for payment by December 15. Receipts submitted after November 1 shall be processed and paid no later than March 31 of the succeeding year. In the case where an employee has reached reimbursable expenses of Five Hundred Dollars (\$500) before November 1, the employee may submit a bill for payment and shall receive the reimbursement within six (6) weeks. No receipts for a given year shall be submitted later than January 15 of the subsequent year. Receipts submitted after January 15 shall not be honored.

Effective January 1, 2002, this reimbursement will be eliminated. Employees will be eligible to participate in the County's Section 125 Plan where employees may set aside a portion of their income into a pre-tax account for certain medical and family care expenses.

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

Insurance Contribution

Effective January 1, 1999, all officers shall pay a co-pay of three quarters of one percent (.0075) of their salary, in an amount not to exceed \$240.00 per year, toward the cost of medical premiums. Retirees for whom the County is required to provide insurance coverage shall not be required to contribute for the scope of the insurance coverage required by law. Any change in this provision must be as a result of the negotiations' process.

ARTICLE 16**WORKMENS' COMPENSATION LEAVE**

Each employee shall receive for on the job injuries, a leave of absence with full pay, for up to twenty-six (26) weeks, with no loss in sick leave credit or any other leave time. Any monies received by employees from workmens' compensation during the leave of absence, which is for regular maintenance, shall be reimbursed to the Employer.

ARTICLE 17**EMPLOYEE EXPENSES**

Employees required to use personal vehicles in the pursuit of proper and necessary County business shall be reimbursed at the rate of twenty cents (\$.20) per mile.

All such personal car mileage shall be submitted on the proper forms to be provided, and such mileage shall be computed on a portal-to-portal basis.

Employees who are eligible shall be provided a meal or meal allowance in accordance with the Sheriff's Department policy.

ARTICLE 18**EMPLOYEE FACILITIES**

Facilities shall be provided for employees for the purposes of parking, daily breaks, eating of lunches, and for relief in time of momentarily illness incurred while at work.

ARTICLE 19**SAFETY**

The Employer, the Association, and the employees covered under this Agreement agree to make reasonable efforts to insure the safety and adequacy of all working areas and equipment provided for employee use.

The Employer shall at all times maintain existing working conditions to insure reasonable safety for all employees and shall provide reasonable and necessary equipment and devices.

ARTICLE 20**UNSCHEDULED CLOSINGS**

Should an employee report for work, and subsequently should the Employer decide to close offices for whatever reason, such employee who works shall be credited for the day's work. Should the Employer, for whatever reason, close offices before the start of a workday, or during the regularly scheduled workday, all employees will be credited with a day's work.

ARTICLE 21

GENERAL PROVISIONS

Section 1: This Agreement constitutes the complete and final understanding and resolution by the parties of all bargainable issues which were or could have been the subject matter of negotiation between the parties.

Section 2: If any provisions of this Agreement or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions contained herein shall not be affected thereby and shall continue to be in full force and effect.

Section 3: All terms of masculine gender shall be construed to include the feminine gender and all terms stated in the singular shall be construed to include the plural unless a different intention is clearly understood from the context in which such terms are used.

ARTICLE 22

NEW POSITION TITLE

When the Employer establishes a new position title within the bargaining unit for which there is no rate of compensation provided in Article 29, Wages, the Employer and the Association shall meet to reach agreement on an appropriate rate of compensation for said position title, in relation to existing positions.

The Employer shall post advance notice for ten (10) working days of any such new position title to be filled.

Failure to agree on a salary shall not preclude the Employer from filling the vacancy.

ARTICLE 23

DISCRIMINATION AND DISCIPLINE

No employee shall be discharged or discriminated against because of race, age, creed, sex, color, ethnic background, political affiliation or Association activity.

ARTICLE 24

PERSONNEL FILES

Employees shall have the right to inspect and review their own individual personnel files upon request to the Sheriff. The Sheriff recognizes and agrees to permit this review and examination at any reasonable time upon reasonable advance notice. An employee shall have the right to define, explain or object, in writing, to anything found in his personnel file. This writing will become a part of the employees personnel file.

For the purposes of the Agreement, a personnel file is defined as any and all recorded matter concerning the employee, maintained by the Personnel Department and/or the Appointing Authority.

Copies of all material presently in an employees personnel file shall be provided to the employee, upon request, one (1) time only. Thereafter, copies of all materials added to the employees file shall be provided to the employee at the time of insertion.

No document of anonymous origin shall be maintained in the personnel folder.

Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation, unless agreement is stated thereon.

ARTICLE 25**ECONOMY LAYOFFS**

Layoffs may be accomplished in accordance with New Jersey Department of Personnel rules and regulations. Employees to be laid off shall be sent written notice in accordance with the rules and regulations of the Civil Service Commission.

ARTICLE 26**PROMOTIONS**

The final choice of an applicant to fill a position shall be solely that of the Sheriff, consistent with the New Jersey Department of Personnel rules and regulations. Eligibility to take promotional examinations shall be determined in accordance with New Jersey Department of Personnel (Civil Service) rules and regulations and shall apply to all employees covered under this Agreement.

ARTICLE 27**COST OF PUBLICATION**

The County shall duplicate sufficient number of copies of this Agreement to be available to all concerned parties for the duration of the Agreement.

ARTICLE 28**COPIES OF MINUTES**

Copies of the minutes of the public meetings of the Board of Chosen Freeholders may be obtained by the Association in accordance with Article 5 hereof.

ARTICLE 29

WAGES

A. The salary guide for Sheriff's Officers hired prior to January 1, 2001 is attached as Schedule B.

B. A new salary guide for Sheriff's Officers hired on or after January 1, 2001 is attached as Schedule A.

C. In the event that the Sheriff hires an individual on an hourly basis, and in the event this contract calls for any payment or adjustment to an individual based on their hourly rate, their hourly rate shall be determined by dividing the annual salary by 2080.

D. After December 31, 1991, the Sheriff can hire trained and certified officers, consistent with the New Jersey Department of Personnel rules and regulations, from outside the existing staff and start them at a salary level up to Step 3, rather than at Step 1.

ARTICLE 30

UNIFORMS AND EQUIPMENT

A. Basic Uniform: The basic uniform for all employees shall be determined and issued by the Sheriff as provided in the rules and regulations and Standard Operating Procedures of the Hunterdon County Sheriff's Department.

B. Uniform and Maintenance Allowance:

1. At the request of the Lodge, the Uniform Allowance presently paid to employees will be eliminated and the amount of \$600 will be added to each officer's pay. Once this becomes 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 reinstatement of a Uniform Allowance, both parties agree that 1.8% or \$600, whichever is greater, will be deducted from each Officer's salary at the time the proposal for a uniform allowance is accepted or reinstated.

2. The Employer shall also provide for the replacement of uniforms, when necessary, as a result of normal wear and tear or damage in the line of duty. When an officer requests a replacement item to the uniform, he or she must present to the Sheriff, for his approval, the worn out or damaged article of clothing and shall, after the Sheriff's approval, receive a replacement therefor.

C. Equipment Issue: The equipment shall be specified and issued as set forth in the rules and regulations and Standard Operating Procedures of the Hunterdon County Sheriff's Department.

ARTICLE 31**ON-CALL**

The Sheriff, under the previous contract, instituted an on-call procedure in connection with after-hour assignments. The Association recognizes the Sheriff's right to implement the procedure. Each of the two officers assigned each week to be on-call shall receive the sum of One Hundred Dollars (\$100) per week. Should an officer, pursuant to the policy, arrange for another officer to substitute for the entire week, the appropriate on-call pay will go to the other officer.

ARTICLE 32

ATTENDANCE INCENTIVE BONUS

If any employee uses seven (7) or less days sick leave in any given year, the employee will receive Fifteen Dollars (\$15) for each unused sick day out of his or her regular allotment of Fifteen (15).

Payment schedule:

<u>Employee Use</u>	<u>Payment</u>
0 days	\$225
1 day	\$210
2 days	\$195
3 days	\$180
4 days	\$165
5 days	\$150
6 days	\$135
7 days	\$120
8 days or more	No payment

Employees will still retain all unused sick days.

ARTICLE 33**LONGEVITY**

Effective January 1 of the year following completion of ten (10) years of service, officers shall receive the following longevity pay:

- A. \$1,000.00 after completion of ten (10) full years of service;
- B. An additional \$100.00 for each year of service after ten (10) years.

ARTICLE 34**TUITION REIMBURSEMENT**

The employer will reimburse an employee for tuition actually paid 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 criminal justice. The Sheriff's determination as to whether the course is in the field of criminal justice will be binding. In order to be eligible for tuition reimbursement, the employee must receive prior written permission of the Sheriff 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.

ARTICLE 35

DURATION OF AGREEMENT

The terms and provisions of this Agreement shall be in force commencing January 1, 2001 and shall remain in effect and in full force through December 31, 2005. The terms and conditions will be retroactive to January 1,

IN WITNESS THEREOF, the parties through their duly authorized representative have hereunto affixed their signatures on the day and year first above written.

WITNESS OR ATTESTED BY:

By: WILLIAM D. DOYLE, SHERIFF

WITNESS OR ATTESTED BY:

BOARD OF CHOSEN FREEHOLDERS
OF HUNTERDON COUNTY

DENISE B. DOOLAN
FREEHOLDER CLERK

By: GEORGE D. MULLER
FREEHOLDER
DIRECTOR

WITNESS OR ATTESTED BY:

HUNTERDON COUNTY SHERIFF'S
OFFICERS ASSOCIATION
F.O.P. LODGE #94

By:

SCHEDULE ASALARY GUIDE

Starting salary		\$	25,800
July 1 or Jan 1 after training			28,300
Or			
July 1 or Jan 1 following one full year of employment			28,300
July 1 or Jan 1 - two years after training			35,800
Jan 1 - after completion of ten full years of service	48,800		

SCHEDULE B

Date/Hire Date Appt. 2000 SALARY 1/1/01 7/1/01 1/1/02 7/1/02 1/1/03 7/1/03 1/1/04 7/1/04 1/1/05 7/1/05

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onda4/2/984/17/0027,96135,80036,73037,66038,59039,52040,45041,38042,31043,24044,170

browski1/4/991/4/9925,27529,30035,80036,73037,66038,59039,52040,45041,38042,31043,240

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actual date of a salary adjustment shall be based upon the date of completion of training and the January 1 or July 1 thereafter

