

**AGREEMENT**

between

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

and

**HUNTERDON COUNTY SHERIFF'S OFFICE  
SERGEANTS' ASSOCIATION**

**Covering the period July 1, 2001 through December 31, 2003**



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**PREAMBLE**

**THIS AGREEMENT** is made and entered into \_\_\_\_\_, 2001, for the period July 1, 2001 through December 31, 2003, 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 OFFICE SERGEANTS ASSOCIATION** (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 Hunterdon County Sheriff's Officers Lodge #94 - Superior Officers' Unit/FOP-NJ Labor Council 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 Sergeants employed by the Hunterdon County Sheriff's Department. Excluded are all other employees of the Department, including all other titles and 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 promoted employee, a copy of the contract and a statement that the Hunterdon County Sheriff's Officer Lodge #94 - Superior Officers' Unit/FOP-NJ Council 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.

It shall be the sole obligation of the Employer to remit sums deducted to the Treasurer of the Association by the fifteenth (15<sup>th</sup>) 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.

(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:

Step 1: 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 2:** 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 designated Undersheriff 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 Undersheriff, the grievant, and the grievant's representative, if any, shall meet within seven (7) days and confer about the grievance. The Undersheriff shall issue a decision within ten (10) work days after the meeting.

**Step 3:** If the grievance is not resolved satisfactorily, or no decision is rendered within ten (10) work days, the employee, if he wishes to pursue the grievance, must present his grievance to the Sheriff within fifteen (15) work days thereafter. The Sheriff shall issue his decision, or schedule a hearing within ten (10) work days thereafter.

**Step 4:** If the grievance is not settled through Step 3, then the Employee or the FOP on the employee's behalf may move an arbitrable grievance to arbitration to PERC by filing in accordance with PERC's rules and notifying the Employer. The request for arbitration shall be made within thirty (30) days after the decision is rendered by the Hunterdon County Sheriff at Step 3. 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 PERC, and shall be appointed to hear the grievance and render the award in writing. The award shall be binding upon both parties. The cost of the Arbitrator's fee shall be shared equally by the Employer and the FOP or the employee. 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 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.

Section 5. General Provisions:

If an amicable settlement of the dispute is reached between the FOP and the Employer at any of the above steps, it shall be reduced to writing and signed by the FOP and the Employer. Any of the time limits contained in this Article may be extended by mutual written agreement.

If the Employer fails to respond in a timely manner in any step of the grievance procedure, the grievance shall be automatically considered denied. If, at any step, the grievant fails to act according to the requirements of this article, the grievance shall be considered abandoned.

An aggrieved member or members, the bargaining unit representative, and a reasonable number of witnesses (who shall be on-call) shall be granted reasonable time during work hours to process grievances in accordance with this section, without loss of pay or leave time. In the presentation of a grievance, a grievant/FOP shall have the right to present the appeal or to designate a representative to appear with him or her at any step of the process.

The Bargaining Unit Associate or Labor Council Staff Representative must receive notice of any grievance to be presented at Step 2 and have the opportunity to appear at all steps of the grievance procedure thereafter.

Any expense incurred by either party shall be borne by the respective party.



## **ARTICLE 4**

### **FOP REPRESENTATIVES**

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

Any authorized representative(s) of the Hunterdon County Superior Officers' Unit, 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 Undersheriff shall be obtained prior to such visit.

## **ARTICLE 5**

### **FOP RIGHTS AND PRIVILEGES**

The Employer agrees to make available within a reasonable period of time to the FOP all public information requested in writing by the FOP. 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 FOP 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 designated Undersheriff 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 FOP 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 FOP.

Should the representative of the FOP, or the FOP itself, cause any malicious damage to any facility or equipment owned by the Employer, the FOP 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 Union representative shall appear and negotiate for the FOP. Negotiations shall take place after regular working hours, unless the Sheriff determines that they can take place during the work day without disruption of operations.

**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 is forty (40) hours. Employees shall receive two (2) consecutive days off per week and these days off shall not be split by the Employer.

Actual shift assignments shall be made by the Sheriff who shall have the right to schedule the hours of work in the work week or work day, and to vary the daily or weekly scheduled in the exercise of his management prerogative to fulfill his staffing needs. Sergeants may express a preference as to shift assignment and may also request re-assignment at any time. In making shift assignments, the Sheriff shall not act in an unreasonable, arbitrary or capricious manner and shall consider the preferences expressed. Generally speaking, an employee shall be assigned to a "day" shift or an "evening" shift but may be assigned to cover a different shift or period of work in the same week to cover the legitimate needs of the Sheriff's Office.

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/MEALS**

Each employee herein represented shall be entitled to one (1) fifteen (15) minute break for each half-day period of work (morning and afternoon), a one-half (½) hour meal break, and equivalent periods for shift work. Fifteen (15) minute and thirty (30) minute breaks shall be taken if and 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. There will be no additional overtime compensation for incidental overtime (the first thirty (30) minutes after a shift) required to close out a scheduled tour of duty. (See paragraph D. below.) If an employee works beyond their shift on a regular basis, the Employer and the FOP shall meet to discuss techniques to address the work load.

2. Overtime rates. Any employee required to work more than the thirty (30) minute incidental period beyond their eight (8) hour workday, shall be compensated for overtime at the rate of one and one-half (1 ½) for all overtime which shall include in that event the initial thirty (30) minutes.

Employees required to work on the sixth (6<sup>th</sup>) consecutive day of a workweek shall be paid at the rate of time and one half (1 ½) for any hours worked.

Employees required to work on the seventh (7<sup>th</sup>) consecutive day of a workweek shall be paid at the rate of double (2) time for any 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 one (1) hour for each hour worked.

#### 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 made 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. This Overtime article and other terms of this Agreement in particular Articles 8, 9, and 30 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 one half (½) hour for lunch.

## **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 <sup>st</sup> 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 and Subsequently Promoted to Sergeant**

1 <sup>st</sup> 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 15<sup>th</sup> 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 Sergeant 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 15<sup>th</sup>. 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 1<sup>st</sup> 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 1<sup>st</sup>, 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 1<sup>st</sup>, 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 paid 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, 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, at no cost to the employees, 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.

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.

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**

**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 23**

### **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 24**

**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 25**

### **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 26**

**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 27**

**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 28**

**WAGES**

A. Any officer who is promoted from, or demoted to, the status of Sheriff's Officer, shall receive an increase or decrease in their rate of pay of eight percent (8%), as of the date of their promotion or demotion. Upon demotion, an additional amount of two percent (2%) will be deducted to adjust for shift differential pay (see paragraph C below). In the event of a voluntary demotion, the employee's salary will be further reduced, if necessary, so that they are paid no more than other Sheriff's Officers with comparable seniority with the Department.

B. It is understood by the parties that the current members of the bargaining unit occupy the positions within the salary step guide and the basis for the salary adjustments of presently employed Sergeants shall be as set forth as follows:

1/1/2001	\$49,502.00
1/1/2002	\$52,418.00
1/1/2003	\$55,064.00

C. Shift Differential Pay will be divided equally among the Sergeants, irrespective of shift. Two percent (2%) of salary has been 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 two percent (2%) will be deducted from each Sergeant's salary if the proposal for shift differential is accepted or reinstated. The two percent (2%) is the amount that the parties have agreed is the presumed component of each Sergeant's salary which is being paid to them for shift differential.

## ARTICLE 29

### 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 Sergeant'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 Sergeant'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 30**

### **ON-CALL**

A. **Supervisory On-Call Rotation:**

Sheriff's Sergeants will be placed on the supervisory on-call rotation list with other members of the Administrative Staff. Their duties will include availability to answer any and all calls from the communications center, other police agencies, administrative staff, and sheriff's officers, for a period of one week. This will be considered part of the job requirement. Compensation for this will be One Hundred Dollars (\$100) for the assigned week. Each Sergeant must take their turn on this duty and may not ask another Sergeant to perform the duty for them without the Sheriff's approval.

B. **Call-Out Procedure:**

Sheriff's supervisors, after receiving a call, and determining that Sheriff's Officer call-out is necessary, shall adhere to standing operating call-out procedures. If only one Sheriff's Officer is available for call-out, a Sheriff's Sergeant has the option to assist with the call-out at the previously listed overtime rate. If no Officers are available, another supervisor will be notified to either assist with the call-out or take the call-out. Sheriff's Sergeants who take these call-outs will be paid at the previously listed overtime rate.

**ARTICLE 31**

**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 32**

**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 33**

### **TUITION REIMBURSEMENT**

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 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, and will not continue in future years.

**ARTICLE 34**

**DURATION OF AGREEMENT**

The terms and provisions of this Agreement shall be in force commencing immediately and shall remain in effect and in full force through December 31, 2003. The terms and conditions will be retroactive to January 1, 2001. The intent of this provision is to implement a system which each subsequent Sergeant's Contract does not expire in the same year as the Sheriff's Officer's Agreement.

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:

FOP - HUNTERDON COUNTY SHERIFF'S  
SUPERIOR OFFICERS' UNIT

\_\_\_\_\_

By: