

Contract #561

P-7

A G R E E M E N T

Between

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS

and

**SOMERSET COUNTY CORRECTIONS OFFICERS'
POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 177**

January 1, 1991 through December 31, 1992

LAW OFFICES:

**LOCCKE & CORREIA P.A.
24 Salem Street
Hackensack, NJ 07601
(201) 488-0880**

I N D E X

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|------------------------------------|-------------|
| I | Recognition | 1 |
| II | Salaries | 2 |
| III | Longevity | 4 |
| IV | Overtime | 5 |
| V | Minimum Call in Time | 6 |
| VI | Holidays | 7 |
| VII | Clothing Allowance | 9 |
| VIII | Personal Days | 10 |
| IX | Complaints Against Inmates | 11 |
| X | Grievance Procedure | 12 |
| XI | Discipline | 14 |
| XII | Departmental Investigations | 15 |
| XIII | Vacancies in Positions | 17 |
| XIV | Promotional Procedure | 18 |
| XV | Notice of Shift Change | 20 |
| XVI | Snow Days | 21 |
| XVII | Reopener for shifts | 22 |
| XVIII | Health and Dental Benefits Program | 23 |
| XIX | Sick Leave | 30 |
| XX | Extended Sick Leave | 33 |
| XXI | Work Incurred Injury | 40 |
| XXII | Vacation | 45 |
| XXIII | Other Leaves of Absence | 47 |

I N D E X (cont.)

| | | |
|--------|---|----|
| XXIV | Educational Reimbursement | 49 |
| XXV | Credit Union & Deferred Annuities | 51 |
| XXVI | Life Insurance | 52 |
| XXVII | Saving Clause | 53 |
| XXVIII | Business and Facilities | 54 |
| XXIX | Copy of Agreement | 56 |
| XXX | Term and Renewal | 57 |
| | Appendix B - Actual Holiday Occurrences | 58 |

ARTICLE I

RECOGNITION

The County of Somerset has previously recognized the Policemen's Benevolent Association, Local No. 177 as the sole and exclusive representative for purposes of collective bargaining of all uniformed employees of the Department of Corrections from the rank of Correction Officer to Captain of Correction Officer; as well as all uniformed officers within the Identification Bureau from the rank of Officer to Captain; to negotiate such matters as are required pursuant to Chapter 303 - New Jersey Employer-Employee Relations Act, as amended and supplemented.

ARTICLE II

SALARIES

A. Salary Guides

Wages for employees covered by this Agreement shall be as set forth in Appendix A annexed. This contract contains an annual step increment system for correction officers which provides each correction officer with an advancement of one (1) step on the salary guide each year until the maximum pay rate (Step #9) is reached.

B. Superior Officers

Effective January 1, 1988 and thereafter, there shall be a ten (10%) percent wage differential between each rank, commencing with a differential between the top salary of the rank of C.O. and Sergeant, and so forth between each rank thereafter. Said differential shall be calculated each time there is a contractual wage adjustment.

C. Working Out of Rank

Any individual appointed to an acting position of higher rank or so assigned by the Sheriff, or his designee, to perform the duties of a position of higher rank for period of longer than five (5) days, shall be compensated for such work at the minimum rate of the rank being filled, it being understood that such compensation shall commence immediately for the individual(s) appointed to the acting position, and on the sixth (6th) day of duty for those assigned to such position.

D. Muster or Shape-up Compensation

Each employee shall be paid one-half ($\frac{1}{2}$) hour per day at the rate of one and one-half ($1\frac{1}{2}$) times their regular hourly rate in compensation for any muster, shape-up time, or shift overlap not to exceed one half ($\frac{1}{2}$) hour per day, which may be designated by the Warden. Shortening of or failure to schedule said time shall not preclude nor affect said payments. Such payments shall be made in two (2) separate lump sum payments. The first on or before July 1st of each year and the second on or before December 22nd of each year. Any employee working a double shift shall receive muster compensation for each, or a total of one (1) hour for both shifts.

E. Computation of Hourly Rate

An employee's hourly rate shall be computed by adding their regular base salary plus longevity payments and dividing the sum by 2080 hours.

ARTICLE IV

OVERTIME

A. Time and one-half payment shall be made for all overtime hours worked above forty (40) hours in any one (1) scheduled work week, or similar work period, with the exception of that work described in Section B below. The computation of such overtime shall be based upon the employee's hourly rate in effect at the time that the overtime is performed.

B. Employees shall be paid straight time for additional work performed above forty (40) hours in any one (1) scheduled work week, insofar as grand jury appearances, court appearances and inmate grievance procedures are concerned. Work other than that set forth in this section shall be paid in accordance with Section A.

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

D. For purposes of this Agreement, the work week is defined as follows: Commencing at 12:01 a.m. Sunday and terminating 12:00 midnight Saturday of each week.

E. Overtime compensation for working on a holiday shall be in accordance with Article VI, contained herein after.

ARTICLE V

MINIMUM CALL-IN TIME

Any individual reporting on special call to work outside his regularly scheduled working hours will be paid four (4) hours' pay at his regular base rate, or the actual time worked at the applicable rate, whichever is greater, even though the time spend to complete the job for which he is called in was less than four (4) hours. This policy shall not apply when an individual is called in early to a regularly scheduled shift and works continuously from time of reporting until the beginning of his regularly scheduled shift, providing he has been informed the previous day of such call-in.

62

ARTICLE VI

HOLIDAYS

A. In the event that the County shall declare a holiday or other time off with pay for all other County employees, then the individuals of the unit shall receive like treatment. An employee who shall be scheduled for, and shall actually work during such period of time, shall receive time and one-half pay for the applicable period covered by the declaration of the County.

B. All individuals in the unit employed in the Sheriff's Office shall be granted the holidays applicable to other County employees, with pay. For purposes of overtime payment as outlined below, Christmas, New Year's Day, July 4th shall be observed on the actual date of occurrence should any of these holidays fall on a Saturday or a Sunday and, in which case, are observed differently by the rest of the County.

C. All individuals in the unit employed in the Jail shall, in lieu of being granted holiday with pay, be paid eight (8) times their hourly rate on the first payroll period following December 15 of each year for fifteen (15) holidays, provided, however, that if an individual employed in the Jail is required to work a holiday for any reason, the individual may, with the approval of his supervisor, reschedule such day off with pay at a later time, or at the option of the individual, shall be eight (8) times his hourly rate for the holiday worked, which payment shall occur in the same manner as the payment for other holiday pay.

D. In addition to Section C, above, any employee working or called into work on a holiday shall receive one and one-half times his regular hourly rate of pay for all hours worked up to eight hours.

ARTICLE VII

CLOTHING ALLOWANCE

A. The parties hereto agree that the County will provide each employee, including the members of the Identification Bureau, with the necessary set of uniforms and replace such uniforms as needed. The employee shall be responsible for the maintenance of said uniform, and shall receive the sum of eight hundred and fifty (\$850.00) dollars for the per year or the prorated portion thereof for this purpose. Said allowance shall be paid in one lump sum no later than December 1 of each year.

B. Effective January 1, 1989 and each year thereafter, each uniformed employee shall receive two (2) shoe allowances of sixty dollars (\$60.00) per allowance for the purchase of uniform shoes payable no later than December 1 of each year.

ARTICLE VIII

PERSONAL DAYS

A. Personal days shall be granted to employees of the bargaining unit subject to the limitation as to the number of days set forth in County Policy, without the requirement that the Sheriff, or any other superior, be given the reason or reasons for requesting such a personal day by the employee.

B. Full time employees shall be granted three (3) days personal time per year. These days may be taken in no less than half day increments.

C. In the event that an employee is unable to reach his/her place of work because of weather or other conditions, such day of absence may be treated as Personal Time if the employee notified his/her Department Head of the unavoidable absence.

ARTICLE IX

COMPLAINTS AGAINST INMATES

It is further agreed and understood between the parties to this Agreement that members of the bargaining unit shall have the absolute right to sign and initiate complaints against inmates without any prior approval required by the Sheriff or any other person.

ARTICLE X

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means an appeal by an individual employee or the PBA on behalf of an employee, group of employees or itself, from the interpretation, application or violations of policies, agreements, and administrative decisions affecting them.

B. Employees shall have the right to have a PBA representative present during discussion of any grievance with representatives of the employer.

C. Any grievance arising between the employer and an employee shall be settled in the following manner:

Step 1. The aggrieved employee must present his grievance to his direct supervisor within ten (10) days after knowledge of the grievance, or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the direct superior within ten (10) days, the grievance may be appealed to Step 2. Such appeal must be made within five (5) working days.

Step 2. Within ten (10) days the employee and a PBA representative shall take the matter up with the Sheriff. A decision by the Sheriff shall be made within ten (10) working days. If a satisfactory settlement is not reached, an appeal to Step 3 may be taken. Such appeal must be made within five (5) working days.

Step 3. If no satisfactory settlement can be agreed upon,

the matter may be referred to the New Jersey Public Employment Relations Commission for arbitration.

D. The arbitrator shall be limited to violations of the Agreement, and shall not have the authority to amend or modify this Agreement, or establish new terms or conditions under this Agreement. The Arbitrator shall determine any question of arbitrability.

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

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

G. It is understood that an individual employee shall only be permitted to process his/her own grievance to Step 2. Only the PBA may process a grievance beyond Step 2 and into arbitration.

ARTICLE XI

DISCIPLINE

No employee shall be disciplined without just cause. Discipline cases, except discharge, shall be arbitrable. Discharge shall be in accordance with New Jersey statutes.

ARTICLE XII

DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the department shall be at a reasonable hour, preferably when the member of the department is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogation shall take place at a location designated by the Sheriff, and will usually occur in the Sheriff's Office, the Correction Facility or the location where the incident allegedly occurred.

3. The member of the department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the department is being interrogated as a witness only, he should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Fifteen (15) minutes time shall be provided for personal necessities, meals, telephone calls, and rest periods at the end of every two (2) hours.

5. The member of the department shall not be subject to any offensive language.

6. At every stage of the proceedings, the Sheriff shall afford an opportunity for a member of the department, if he so requests, to consult with counsel and/or his Association representative before being questioned concerning a violation of the rules and regulations.

7. Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

8. Under no circumstance shall an employee be subject to any charge whatsoever after 45 days, as calculated under (N.J.S.A. 40A:14-106a).

ARTICLE XIII

VACANCIES IN POSITIONS

Whenever there is a vacancy in one of the positions covered by this Agreement, a notice of the vacancy will be posted by the County and the position will be filled according to principles of seniority, provided the employee is qualified and willing to perform the work.

XIV

PROMOTIONAL PROCEDURE

Where there is a decision made to affect promotions, the Sheriff shall as a condition precedent to said promotions provide the following information to the Union:

(A) When vacancies are to be filled, the Sheriff shall post such vacancies, and shall re-post said vacancies not less than every thirty (30) days.

(B) When vacancies are to be filled, Employees shall be permitted to submit requests for consideration for such promotions.

(C) Where a promotional examination is to be conducted, the Employer shall announce not less than thirty (30) days before said examination date the details of said examination. Said details shall include the nature of the examination, whether it is oral or written, a list of books or materials which may be relevant to said examination, the date, time and place of said examination, the name of the person or agency which is conducting the examination, and any other such information as may reasonably aid the Employee to prepare for competitive testing.

(D) If books or materials are designated as relevant to the examination then the Employer shall, free of charge, supply such books or materials to Employees seeking to take the examination.

(E) Under no circumstances shall the Employee be required to incur any expense or forego any regular compensation in order to take the prescribed examination.

(F) Where an Employee is on duty at the time said examination is to be given, said Employee shall be permitted time off without loss of examination. Where the Employee is scheduled to work on the shift immediately preceding the examination, then in such case the Employee shall be excused from at least one-half ($\frac{1}{2}$) such preceding shift so as to have a reasonable opportunity to rest and prepare for said examination.

(G) The scores of any competitive examination shall be posted available to persons who have taken the examination. In such cases the scores shall not be designated by the examinee's name or any other readily distinguishable identification (such as a badge number). The purpose of posting is solely to apprise the examinee, where an examination has been given, of his relative standing among those persons tested.

(H) Following an examination a person who has taken the examination may arrange for a conference with an employer designated person to review the examination and be apprised of said employee's strengths and weaknesses.

(I) Before any promotion procedure is instituted which will include written or oral examination, the following, but not limited to, shall be mutually agreed upon between the PBA and the Borough and made part of this Agreement:

1. What provisions will be made for those employees on vacation or out sick, whether service or non-service connected, to take test at a later date?
2. How long will the promotion list exist if tests are given?

ARTICLE XV

NOTICE OF SHIFT CHANGE

Whenever the County, through its authorized agents, seeks to change the shift of any employee covered by this Agreement, then, in those cases where the employment on the new shift will be for one (1) week or more, the County will give two (2) weeks notice of the change of shift to the employee.

ARTICLE XVI

SNOW DAYS

A. The parties agree that the Sheriff shall have the right to declare a snow day when appropriate, on weekends and holidays when the County offices are normally closed.

B. Employees covered by this Agreement who work on a County declared snow day shall be compensated with a comp day off. Said day shall be treated as an additional personal day and administered pursuant to Article VIII of this Agreement.

ARTICLE XVII

REOPENER FOR SHIFTS

A. In the event that the Correction's officers covered by this Agreement are required to work shifts over and above the amount of shift work presently required to perform, either party may reopen this Agreement to negotiate additional compensation, if any, for said additional shift work.

ARTICLE XVIII

HEALTH AND DENTAL BENEFITS PROGRAM

A. The County shall make the available and pay all premiums and costs thereof, except as modified hereafter, a health benefits program to its full-time employees. Coverage shall also be made available to these employees eligible dependents. Temporary employees shall not be eligible to enroll in the County's health benefits program.

B. The employee's effective date of coverage shall be the first month after completion of two (2) full calendar months of employment.

C. An employee's health benefits coverage shall remain in effect while the employee is on an approved leave of absence such as vacation, sick leave, extended sick leave, etc.

D. Eligible employees may choose to join either of the following Health Benefits program plans:

1. The traditional Somerset health benefits program administered through the Rasmussen Agency.

In this plan, basic hospital benefits, basic medical-surgical benefits, and extended hospital and medical surgical benefits are provided by the County and administered through the Rasmussen Agency. And to supplement the basic plan protection, there are Major Medical benefits which pay 80% of eligible expenses after a \$100.00 deductible has been met by the employee or a \$100.00 deductible by one of the employee's eligible

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

2. Basic Health Maintenance Organization (HMO) and Supplemental Benefits Program

In this plan, hospital, surgical, and medical care is provided only by physicians and other staff of the Rutgers Community Health Plan (RCHP) Health Center and affiliated hospitals physician's offices, and extended care facilities to employees residing in the RCHP service area, as outlined in the "RCHP Benefits program" booklet. The average is \$1.00 per visit. This program also provides a Supplemental Benefits Program, similar to Major Medical, which gives added financial assistance for medical expenses not covered under the basic HMO program.

E. TEFRA-Tax Equity and Fiscal Responsibility Act

The TEFRA Act became a law in 1982. TEFRA mandates that the County offer active employees between the ages of 65 through 69 the option of selecting either the County's Health Benefits Program as primary payer of health expenses or the Federal Medicare Program as primary payer. The Personnel office shall give employees a comparison of both plans outlining the consequences of both choices, and the employees shall make their decision. If the employee chooses the County Program, it is still important that the employee is insured for Part B Medicare Insurance.

F. Cost of Health Benefits Plans

1. There shall be no cost to the employee if he/she elects to enroll in the traditional county Health Benefits

program. This applies to any type of coverage the employee elects under this plan.

2. The County pays the same amount toward the RCHP as it contributes toward the traditional County Health Benefits Program. Any additional cost is paid by the employee through payroll deductions.

G. Enrollment and Changes

1. On the first day of employment, an employee shall complete a health benefits enrollment card, either electing the desired type of coverage or rejecting coverage entirely. At this time, the Personnel Office shall give the employee a booklet describing the benefits and shall inform the employee of the effective date of coverage.

2. If an employee elects enrollment in the County Health Benefits Program, he/she shall receive identification cards through interoffice mail, approximately four or five (4 or 5) months after beginning work with the County. If an employee elects membership in the RCHP, he/she shall receive identification cards, medical questionnaires, and an RCHP instruction booklet at home, approximately four to five (4 to 5) months after beginning work with the County.

H. Enrollment of Transferred Employees

If an individual hired by the County is actively enrolled in either the County Health Benefits program or RCHP through another County Agency he/she shall continue to have uninterrupted coverage provided the employee completes an

enrollment card on his/her first day of employment.

I. Annual Enrollment Period

Each year there is an annual enrollment period during the month of January. At this time, employees may enroll for the first time, or they may change from County Health Benefits coverage to RCHP coverage or vice versa, or they may change the type of dependent coverage they have under either plan. Any changes or enrollments made at this time will be effective on April 1 of the year they are made.

J. Moving Outside the RCHP Service Area

If an employee is enrolled in the RCHP and moves out of the area served by the HMO, his/her coverage will terminate unless the employee contacts the Personnel Office within sixty (60) days after the move to complete a new enrollment card transferring the HMO coverage to traditional County health benefits.

K. Dependent Children Reaching Age 23

Dependent children who are unmarried and who live with the employee in a normal parent - child relationship are covered through the end of the calendar year in which they reach age 23. As coverage ceases automatically without any notice being given, an employee's child is responsible for taking prompt action to obtain separate enrollment. To assure uninterrupted protection, application for basic benefits protection only should be made directly to either the Rasmussen Agency or to the RCHP within sixty (60) days before the child's coverage will terminate.

L. Leave Without Pay

If an employee is on an approved leave absence without pay for a maximum of ninety (90) days, his/her health benefits coverage shall be continued at the expense of the County. After this initial leave of absence, an employee may continue his/her health benefits covered at his/her own expense for nine (9) more months, providing the employee contacted the Personnel Office prior to the beginning of the leave without pay to make proper arrangements.

M. Reaching Age 65--TEFRA/Federal Medicare Insurance

Sixty (60) days before an active employee and/or his/her spouse reach age 65, they should contact the Personnel Office to review the options available to them under the Tax Equity and Fiscal Responsibility Act (TEFRA). The employee may select the County's Health benefits program as primary payer of health expenses or the Federal Medicare Program as primary payer. The employee will then fill out a new enrollment card. Even if the employee chooses the County's health benefits program, they should still report to their local Social Security Administration Office to enroll in the Federal Medicare Program, Parts A and B.

Once an employee and/or his/her spouse are enrolled in Medicare, the employee will receive quarterly premium notice from the Prudential Insurance Company for the cost of Medicare coverage and will be responsible for payment of the premium. The County shall reimburse its active employees semiannually for the payments they have made for Medicare part B coverage for themselves and/or their spouse.

N. Retirement

An employee who will be retiring shall contact the Personnel Office at least ninety (90) days before his/her anticipated retirement date to complete the appropriate forms. After the Rasmussen Agency has been notified of the anticipated retirement, they will send a card to the employee asking whether or not he/she wishes to maintain health benefits coverage on a group basis. If the employee desires such coverage, he/she shall sign and return the card, along with payment for the first three (3) months of coverage for himself/herself and eligible dependents. Thereafter, the employee shall be billed for the cost of health benefits coverage on a monthly basis. If the employee has twenty-five (25) years of service with the County, the County shall pay for the health benefits coverage and shall continue such coverage for the surviving spouse until remarriage.

O. Termination

When an employee terminates for reasons other than retirement, he/she may convert the health benefits coverage to the direct payment plan, or he/she may convert to an individual RCHP membership plan. There is, however, in neither plan, a conversion privilege allowing supplemental benefits to be continued once a covered person's group enrollment is terminated. Employees who terminate shall continue to be covered under the group plan for the next thirty (30) calendar days. After Rasmussen or the RCHP has been notified that an employee has terminated, they will send a premium notice to the terminated employee's home. Provided the

terminated employee pays the premium within thirty-one (31) days, he/she shall have converted his/her group health benefits membership to an individual membership without any interruption in coverage.

P. The cost of all premiums for an employee covered dental program is paid for by the County. In summary, said plan provides preventative/Diagnostic Dental Services as 100% of the usual, customary or reasonable (UCR) fee charged by dentists. Basic therapeutic/treatment, additional basic services and periodontic are provided at 80% of (UCR). Prosthodontics, including missing teeth are provided at 50% of (UCR).

ARTICLE XIX

SICK LEAVE

A. At the beginning of each subsequent calendar year, each full-time employee shall be credited with fifteen (15) sick leave days.

B. Full-time employees may accumulate unused sick leave days, but the maximum permissible accumulation shall not exceed 180 days.

C. Any annual sick leave days which would otherwise accumulate thereafter shall earn additional vacation days on the basis of one (1) vacation day for each three (3) sick leave days. Excess sick leave days shall be converted to vacation days at the end of each calendar year. For the purpose of this policy, any balance of less than one and one-half ($1\frac{1}{2}$) excess sick leave days shall not be converted to a vacation.

D. Termination

1. When an employee resigns in good standing or is terminated through no fault of his/her own after ten (10) years or more service with the County, the employee shall receive payment for one-third ($1/3$) of his/her accumulation of unused sick leave days carried over from the previous calendar year. The employee shall also receive payment for one-twelfth ($1/12$) of the sick leave days credited to him/her at the beginning of his/her terminating year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked in on or after the 15th of

a given month, he/she shall receive credit for said month. If, after computing leave days, there is less than one-half ($\frac{1}{2}$) day remaining, the employee shall not receive credit for this.

2. An employee who resigns not in good standing or who is terminated as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave days, regardless of his/her number of years of service with the County.

E. Death

In the event of death of any employee, the employee's survivor, estate, or administrator shall receive payment for the employee's unused sick leave time, regardless of the number of years of service the employee had with the County, computed in the same manner as it is for an employee who resigns in good standing after ten (10) years or more of service.

F. Retirement

When an employee retires, he employee shall receive payment for one-half ($\frac{1}{2}$) of his/her accumulation of unused sick leave days carried over from the previous calendar year, regardless of the number of years of service the employee had with the County. The employee shall also receive payment for one-twelfth ($\frac{1}{12}$) of the sick leave days credited to him/her at the beginning of his/her retiring year for each full month worked during said year, provided the employee had not already used such time. For the purpose of this policy, if an employee's last day worked is on or after the 15th of a given month, he/she shall receive credit for said month. If, after computing one-half ($\frac{1}{2}$) of an employee's accumulation of

unused sick leave days there is less than one-half ($\frac{1}{2}$) day remaining, the employee shall not receive credit for this.

ARTICLE XX

EXTENDED SICK LEAVE

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

A. Conditions of Eligibility

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

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

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

3. An employee must be under the care of a legally licensed physician and must have that physician complete an "Extended Sick Leave Application" and submit it to the Personnel

Office prior to the expiration of the employee's accumulation of unused sick leave days.

An employee on extended sick leave shall be required to produce periodic, written statements from his/her physician advising of the nature, extent, and estimated duration of the illness, disability or incapacitation due to pregnancy, childbirth or recuperation, as well as a return-to work statement. An employee on extended sick leave, may, at any time, be required to undergo a physical examination by a County-designated physician.

B. Exceptions to Eligibility

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

C. Status of Benefits

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

2. If an employee is on extended sick leave for the last seven (7) or less consecutive work days of a given calendar year and continues to be on extended leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days as if he/she had been working. If an employee is on extended sick leave for longer than the last seven (7) consecutive work days of a given calendar year and continues to be

on extended sick leave into the following calendar year, he/she shall be credited with vacation, sick leave, and personal days upon return from extended sick leave. If an employee is on extended sick leave sometime during the remainder of the calendar year in which he/she is hired, he/she shall be credited, upon return from extended sick leave, with those vacation, sick leave and personal days he/she would have earned had he/she continued working.

3. If a County-recognized holiday occurs while an employee is on extended sick leave, and if the employee would have received pay for this holiday had he/she been working, the employee shall receive half pay for the holiday but shall not receive half pay for extended sick leave.

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

D. Computation of Extended Sick Leave

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

E. Maximum Use of Extended Sick Leave

If an employee has exhausted the maximum of 26 weeks of extended sick leave, a statement shall be requested from his/her physician concerning the employee's ability to return to work. If the employee's physician certifies that the employee is totally and permanently incapacitated and unable to return to work, the employee shall be terminated or retired. Such termination shall be

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

F. When it becomes apparent that an employee will be exhausting his/her accumulation of unused sick leave days, the employee or his/her department head shall immediately notify the Personnel Office. An "Extended Sick Leave Application" shall then be sent to the employee for his/her physician to complete. The completed "Extended Sick Leave Application" must be returned to the Personnel Office prior to the expiration of the employee's accumulation of unused sick leave days so that it can be processed and so that a determination as to eligibility can be made. In the event that the completed "Extended Sick Leave Application" is not returned to the Personnel Office prior to the expiration of an employee's accumulation of unused sick leave days, the employee shall be placed on a leave, without pay until the completed "Extended Sick Leave Application" is received by the Personnel Office and a

determination is made. If, in such an instance, it is determined that an employee is eligible to receive extended sick leave payments, the employee would then be reimbursed retroactively to the date he/she was first placed on a leave without pay.

G. Recording use of Extended Sick Leave

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

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

3. The Personnel Office shall maintain a computerized record of leave balances on each employee for each year, and shall record daily any extended sick leave days that the employee has taken, maintaining a record of the total length of extended sick leave taken by an employee in each calendar year.

H. Return to Work

On the first day of an employee's return to work after extended sick leave, the employee shall submit a return-to-work statement from his/her physician to his/her department head. The department head shall forward this statement to the Personnel Office for placement in the employee's personnel file. In

addition, the employee should telephone his/her department head as well as the Personnel Office prior to returning to work so that arrangements can be made to change the employee's status from half pay to full pay.

1. Maximum Use of Extended Sick Leave

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

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

If the physician certifies that the employee is unable to

return to work upon conclusion of extend sick leave, but shall be able to at a later date, the Personnel Office shall process the necessary forms to place the employee on a leave without pay.

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

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

ARTICLE XXI

WORK INCURRED INJURY

A. Leave Entitlement

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

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

B. Verification of Injury or Illness During Leave

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

C. Status of the Benefits While on Injury Leave

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

service credit during the entire length of his or her injury leave.

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

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

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

D. Computation of Injury Leave Pay

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

E. Effect of Injury Leave on Sick Day Accumulation

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

heretofore agreed upon between the parties.

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

F. Dispute as to Compensability

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

G. Return to Work

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

H. Maximum Use of Injury Leave

1. Three (3) weeks prior to the expiration of the one-year period of paid injury leave, the Human Resources Division shall send a letter to the employee requesting him or her to obtain a

statement from his or her physician concerning the employee's ability to return to work. The statement from the physician must be received in the Human Resources Division no later than one (1) week before the expiration of the one year period of paid injury leave. If this statement is not received by the Human Resources Division in the time limit specified, the employee shall be placed on an unauthorized leave without pay after the expiration of the one year period of paid injury leave. A certified letter shall be sent to the employee advising him or her of this action and advising that failure of the Human Resources Division to receive the required statement within five (5) working days of receipt of the warning letter shall result in the employee's services being terminated. Such termination shall not be considered in good standing.

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

3. If the physician certifies that the employee is unable to return to work upon conclusion of the one year period of paid injury leave, but may be able to return to work at a later date, the employee shall have the choice to terminate or be placed on a leave without pay. An employee who is placed on a leave without pay shall be required to produce periodic written statements from his or her physician concerning his or her condition and may, at any time, be required to undergo a physical examination by a County

designated physician at the County's expense. If such an employee desires, he or she shall be considered for any County vacancy that he or she would be capable of performing, as certified by his or her physician.

ARTICLE XXII

VACATION

A. Vacation During the Remainder of First Calendar Year

1. If an employee is hired before July 1 of a given year, he/she shall be eligible for a vacation during the remainder of said year. A full-time employee shall earn one (1) vacation day at full pay for each full month of service during the remainder of the calendar year in which employed; however, the maximum number of days a full-time employee may earn during the remainder of the calendar year in which employed shall not exceed ten (10) working days. For the purpose of this policy, any person hired as an employee on or before the 15th of a given month shall earn vacation time at the end of said month.

During the remainder of the calendar year in which employed, an employee may use vacation days only as earned; however, no vacation days may be taken until an employee has completed six (6) months of service.

2. If an employee is hired on or after July 1 of a given year, he/she shall not be eligible for a vacation during the remainder of said year. The employee also shall not earn vacation days during the remainder of said year.

3. At the beginning of the following calendar year a full-time employee shall be credited with vacation days in accordance with the schedule in Section B. below. However, in no case may

vacation days be taken until an employee has completed six (6) months of service.

B. Vacation Schedule for Full-Time Employees

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

C. Death

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

ARTICLE XXIII

OTHER LEAVES OF ABSENCE

A. Pregnancy Leave

In accordance with judicial law, pregnancy is considered no differently than is any other disability. Accordingly, leaves of absence for pregnancy shall be handled in the same manner as any other disability.

B. Bereavement Leave

Bereavement leave with pay shall be provided to each employee in the event of the death of an immediate family member. Up to five (5) work days leave with pay may be taken in the case of the death of a father, mother, father-in-law, mother-in-law, grandparent, husband, wife, brother, sister, child, son-in-law, daughter-in-law, or grandchild, including "step" and "half" relations.

In the event of the death of other relatives or in-laws, an employee may utilize a vacation day(s), personal day(s), or a leave of absence without pay.

C. Leave of Absence Without Pay

In the event of serious illness of a family member, for the purpose of child rearing, or other extraordinary personal reasons, a leave of absence without pay may be granted to an employee.

D. Jury Duty Leave

If an employee is summoned for jury duty, he or she will receive full pay for any time spent on jury duty. However, on

those work days when the jury is not in session, or on days when an employee is excused from jury service prior to 2:00 P.M., the employee is expected to return to work for the balance of the shift.

E. Military Leave

Any employee who is a member of the organized reserve component of any Armed Forces of the United States or a member of the National Guard, the Naval Militia, or the Air National Guard shall receive a military leave of absence with full pay for all days on which the employee is engaged in field training. This shall also include such release time as is required to attend monthly Reserve's meetings should said meetings occur during an employee's regular work shift.

A leave of absence without pay shall be granted for all employees who are called to active duty during the course of their employment. Said leave shall continue for the full term of service in the Armed Forces and extend three (3) months beyond the employee's honorable discharge.

F. Time Off by Freeholder Action

Should the Board of Freeholders declare time off with pay for employees because of a special reason or because of severe weather conditions. Employees covered by this Agreement shall be given an equal amount of compensation time off to be administered in accordance with Article VIII of this Agreement.

ARTICLE XXIV

EDUCATIONAL REIMBURSEMENT

A. Application

An employee must submit an application for reimbursement to the Personnel Manager at least seven (7) working days prior to the course's starting date. Approval or disapproval shall be sent to the employee and the department head within five (5) working days of receipt of said application.

B. Eligibility

In order to be eligible for said reimbursement an employee must be a full time, permanent employee of the Department. Also, the course(s) taken must relate to the employee's present or future job responsibilities and must be taken on the employee's own time outside of regular work hours.

C. Reimbursement

Expenses for approved course(s) will be reimbursed at 100% of the eligible expenses (course(s) tuition, registration fee, and laboratory fee). A satisfactory passing grade (customarily "C" or higher) must be achieved in the course(s) and the employee must remain in the service of the County for at least six (6) months following the completion of the course.

Evidence of course(s) payment and a copy of the earned grade(s) must be submitted to the Warden, who will, in turn and expeditiously, process same. Payment shall be made at the rate of 50% within a few weeks of receipt of the necessary documentation

and the remaining 50% six months from the successful completion of the course(s). The annual maximum reimbursed shall be \$1200.

ARTICLE XXV

CREDIT UNION AND DEFERRED ANNUITIES

A. Membership is available to County employees in a credit union. Said contributions shall be made through automatic payroll deduction (APD).

B. Minimum initial deposit may be fifty (\$50.00) dollars and there is a one (\$1.00) dollar fee.

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

ARTICLE XXVI

LIFE INSURANCE

A. The County shall maintain a life insurance police for all employee providing insurance in the amount of three and one-half ($3\frac{1}{2}$) times the employee's salary.

ARTICLE XXVII

SAVINGS CLAUSE

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

B. There shall be no diminution in benefits of any type whatsoever during the term of this Agreement, provided such benefits were in effect and applicable to members of the bargaining unit on and after January 1, 1991. The County shall pay the cost of any increase required to maintain such benefits at their present level.

ARTICLE XXVIII

BUSINESS AND FACILITIES

A. The County shall provide the PBA with a bulletin board which shall be placed in an area utilized by the officers. Use of said board shall be exclusively that of the PBA.

B. The County agrees each calendar year to grant necessary time off, without loss of pay or other benefits, to up to four (4) members of the PBA selected as delegates to attend any State or National Convention of the New Jersey Policeman's Benevolent Association, as provided under N.J.S.A. 11A:6-10, provided that the PBA notifies the Sheriff of the date of such conventions upon the scheduling of such conventions by the State or National PBA. In addition, the PBA shall provide the Sheriff with the names of all such PBA members who will be attending such conventions at least two (2) weeks prior to each such convention.

C. The County agrees each calendar year to grant necessary time off, without loss of pay or other benefits, to one PBA delegate to attend up to nine (9) delegate meetings, provided that the PBA notifies the Sheriff of the date of such delegate meetings upon scheduling of such meetings by the State PBA. In addition, the PBA shall provide the Sheriff with the name of the PBA delegate who will be attending each delegate meeting at least two (2) weeks prior to each delegate meeting.

D. The County agrees each calendar year to grant necessary time off, without loss of pay or other benefits, to the PBA

President to attend up to six (6) President's meetings, provided that the PBA notifies the Sheriff of the date of each such President's meeting upon scheduling of each such meetings by the State PBA.

E. The County agrees each calendar year to grant the PBA, without loss of pay or other benefits, ~~8~~ ^{8 1/2} ~~hours~~ ^{eight} hour tours per year for attendance at PBA business. The use of said time off shall be conditioned on prior notification by the PBA President, or his designee, to the Sheriff. Said use of time off shall be denied only in the event of a clear and present danger confronting the Sheriff's Office.

F. The County agrees to provide space in the basement of the New Jail Building for the sole and exclusive use by the PBA. The space provided shall remain open at all times and shall no be enclosed through the use of a door, partition or other method. The County agrees to provide the Union with a locking file cabinet. The Union, at its own expense, may place a desk in the space and may install and use a phone in the space.

For purposes of union business, the Union shall have the use on an "as needed" basis of a conference room during the day and shall have the use on an "as needed" basis of an all-purpose room after hours.

ARTICLE XXIX

COPY OF AGREEMENT

The County agrees to supply each employee with a copy of this Agreement. The PBA shall type the master.

ARTICLE XXX

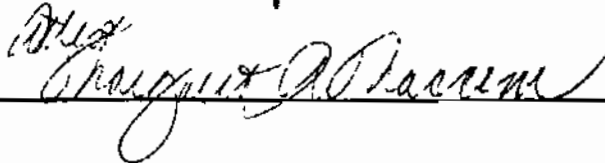
TERM AND RENEWAL

This Agreement shall have a term from January 1, 1991 through December 31, 1992. If the parties have not executed a successor agreement by December 31, 1992, then this Agreement shall continue in full force and effect until a successor agreement is executed.


Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

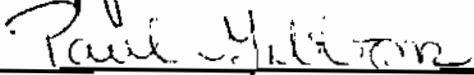
Somerset County Board of Chosen Freeholders

By: 

By: 

New Jersey PBA Correction Officers Local No. 177

By: 

By: 

APPENDIX B

ACTUAL HOLIDAY OCCURRENCES

| <u>HOLIDAY</u> | <u>1991</u> | <u>1992</u> |
|-----------------------|-------------|-------------|
| New Year's Day | 1/1 | 1/1 |
| M.L. King's Birthday | 1/21 | 1/20 |
| Lincoln's Birthday | 2/12 | 2/12 |
| Washington's Birthday | 2/18 | 2/17 |
| Good Friday | 3/29 | 4/17 |
| Memorial Day | 5/27 | 5/25 |
| Independence Day | 7/4 | 7/4 |
| Labor Day | 9/2 | 9/7 |
| Columbus Day | 10/14 | 10/12 |
| General Election Day | 11/5 | 11/3 |
| Veteran's Day | 11/11 | 11/11 |
| Thanksgiving Day | 11/28 | 11/26 |
| Thanksgiving Friday | 11/29 | 11/27 |
| Christmas Eve | 12/24 | 12/24 |
| Christmas | 12/25 | 12/25 |

NOTE: Day and date of observance for this bargaining unit for each respective holiday shall be on the date as specified herein above, regardless of the County's day and date of observance.

APPENDIX A
BASE SALARY GUIDE

| | <u>EFF. 1/1/91</u> | <u>EFF. 1/1/92</u> |
|---------------------------|--------------------|--------------------|
| CORRECTION OFFICER | | |
| STEP 1 | \$25,181 | \$25,685 |
| STEP 2 | 26,754 | 27,289 |
| STEP 3 | 28,327 | 28,894 |
| STEP 4 | 29,900 | 30,498 |
| STEP 5 | 31,473 | 32,102 |
| STEP 6 | 33,046 | 33,707 |
| STEP 7 | 34,619 | 35,311 |
| STEP 8 | 36,192 | 36,916 |
| STEP 9 (MAXIMUM) | 37,765 | 38,520 |
| SERGEANT | 42,065 | 44,168 |
| LIEUTENANT | 46,271 | 48,585 |
| CAPTAIN | 50,899 | 53,444 |

*RED
GSP
RE
C/A*

THIS CONTRACT PROVIDES FOR AN AUTOMATIC ANNUAL STEP INCREMENT SYSTEM FOR CORRECTION OFFICERS WHICH PROVIDES EACH CORRECTION OFFICER WITH AN ADVANCEMENT OF ONE STEP ON THE SALARY GUIDE EACH YEAR UNTIL THE MAXIMUM (STEP #9) IS REACHED.