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AGREEMENT

Between

SOMERSET COUNTY BOARD OF CHOSEN FREEHOLDERS AND  
SOMERSET COUNTY PROSECUTOR

and

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

January 1, 1994 through December 31, 1995

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	RECOGNITION . . . . . 1
ARTICLE II	NEGOTIATIONS PROCEDURE . . . . . 2
ARTICLE III	GRIEVANCE PROCEDURE . . . . . 3
ARTICLE IV	EMPLOYEE RIGHTS . . . . . 9
ARTICLE V	ASSOCIATION RIGHTS . . . . . 10
ARTICLE VI	HOLIDAYS . . . . . 12
ARTICLE VII	VACATION . . . . . 13
ARTICLE VIII	PERSONAL DAYS . . . . . 14
ARTICLE IX	SICK LEAVE . . . . . 15
ARTICLE X	EXTENDED SICK LEAVE . . . . . 16
ARTICLE XI	WORK INCURRED INJURY LEAVE . . . . . 22
ARTICLE XII	OTHER LEAVES . . . . . 26
ARTICLE XIII	HEALTH/DENTAL/RETIREMENT/LIFE BENEFITS . . . . . 27
ARTICLE XIV	CREDIT UNION/DEFERRED COMPENSATION/ANNUITIES . . . . . 30
ARTICLE XV	EDUCATIONAL REIMBURSEMENT . . . . . 31
ARTICLE XVI	OVERTIME . . . . . 36
ARTICLE XVII	MAINTENANCE OF BENEFITS . . . . . 38
ARTICLE XVIII	SALARIES . . . . . 39
ARTICLE XIX	AUTOMOBILES . . . . . 40
ARTICLE XX	CLOTHING AND PROPERTY . . . . . 41
ARTICLE XXI	SAVINGS CLAUSE . . . . . 42
ARTICLE XXII	LAY OFFS . . . . . 43
ARTICLE XXIII	DURATION . . . . . 44

THIS AGREEMENT made for the period of January 1, 1994 through December 31, 1995

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

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

ARTICLE I

RECOGNITION

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

*Duration*

ARTICLE II

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NEGOTIATIONS PROCEDURE

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

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

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

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

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

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Purpose

It is the purpose of this <sup>procedure</sup>~~policy~~ to provide a procedure whereby employees may resolve disputes or complaints concerning alleged violations of this Agreement.

3.2 Policy

The County and the Prosecutor recognize that employees have the right to be treated fairly in matters arising from employment in this unit; that employees should have the opportunity to be heard fully ~~and~~ any time they believe their right to fair treatment has been violated; and that a carefully designed grievance process can help reduce personnel dissatisfaction, increase morale, identify problems in the organization, and increase the positive perception employees have of their employment with this unit.

3.3 Definitions

A. Eligible Employee: All employees of the unit covered by this Agreement.

B. Grievance: Any controversy, complaint, misunderstanding or dispute an employee may have with the County or the Prosecutor relative to an alleged violation of the express terms of this Agreement.

### 3.4 Procedures

#### A. Conditions and Limitations

*agreed*  
1. The grievance procedures set forth in this policy are applicable only to eligible employees.

2. The Prosecutor retains the right under applicable laws and regulations to direct employees in the performance of their duties; to take the necessary means to achieve the proper ends under emergency situations; and to hire, promote, transfer and assign employees as well as to suspend, demote, discharge or take disciplinary action against such employees for just cause.

3. The scope of the employee grievance must:

a. Clearly define the situation in question through a written allegation of the specific wrongful act or situation, the harm done and the facts upon which it is based;

b. Arise out of an act or failure to act that directly relates to the working conditions of the eligible employee or to the employee's employment relationship.

c. Define a matter within the control of the Prosecutor or County; and

d. State such relief sought that is within the power of the Prosecutor or County to grant.

#### B. Grievance Procedure

The grievance procedure consists of four steps for appeal, each of which must be utilized in turn before appeal is made to the next step, unless otherwise specified in this policy.

*article*

1. Step One - Immediate Supervisor. The aggrieved employee must discuss his or her grievance with the immediate supervisor within fifteen (15) business days after knowledge of the grievance. The immediate supervisor must render a written decision to the employee within ten (10) calendar days following the conference. If the employee does not receive a satisfactory settlement of the grievance through his or her immediate supervisor, he or she may appeal the grievance to Step Two. Such appeal must be made within seven <sup>ND</sup> calendar days after receipt of the immediate supervisor's decision.

2. Step Two - Chief of Detectives. Grievances submitted to the Chief of Detectives shall be in writing in memorandum form. The grievance must:

a. Be submitted within seven (7) calendar days following receipt of the immediate supervisor's response.

b. Specify the employee's grievance and the specific remedy requested.

c. Include a copy of the immediate supervisor's written decision, if one is issued.

d. Provide a response to the immediate supervisor's decision.

The Chief of Detectives must render a written decision to the employee within ten (10) calendar days following receipt of the grievance. If the employee does not receive a satisfactory settlement of the grievance through the Chief of

Detectives, he or she may appeal the grievance to Step Three. Such appeal must be made within seven (7) calendar days after receipt of the Chief of Detectives' decision.

3. Step Three - Prosecutor. Grievances submitted to the Prosecutor shall be in writing in memorandum form. The grievance must:

a. Be submitted within seven (7) calendar days following receipt of the Chief of Detectives' decision.

b. Specify the employee's grievance and the specific remedy requested.

c. Include a copy of the immediate supervisor's and the Chief of Detectives' written decisions.

d. Provide a response to the immediate supervisor's and Chief of Detectives' decisions.

The Prosecutor must render his or her decision to the employee within ten (10) calendar days following receipt of the grievance. If the employee does not receive a satisfactory settlement of the grievance through the Prosecutor, he or she may appeal the grievance to Step Four. Such appeal must be made within seven (7) days after receipt of the Prosecutor's decision.

4. Step Four - Arbitration. If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Public Employment Relations Commission



for arbitration. No employee grievance may be referred to the Commission without the written approval of the PBA.

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.

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.

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

5. Written Responses to Grievances. Written responses to grievances under Steps One, Two and Three shall include the following:

- a. Notation of the time, date and person who received the grievance.
- b. Analysis of the facts or allegations in the grievance.
- c. Affirmation or denial of the allegations.
- d. Identification of the remedies or adjustments, if any, to be made.

6. Time Limits. If a grievance is not processed by the aggrieved employee within the specified time

limits provided herein, the grievance shall be considered void. If management fails to process a grievance within the time limits specified, the employee may initiate action by proceeding to the next step.

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

8. Withdrawal of Grievance. At any time during the grievance process, the employee may withdraw the grievance by making written notification of the withdrawal available to all parties involved in the grievance process.

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

10. A grievance may be filed either by the PBA or the aggrieved employee. However, no employee grievance may be referred to arbitration without the written approval of the PBA.

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ARTICLE IV

EMPLOYEE RIGHTS

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

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

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

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

4.5 No employee shall be disciplined without just cause.

For purposes of this provision, discipline does not include discharge.

4.6 Discharge shall be in accordance with New Jersey

law.

## ARTICLE V

### ASSOCIATION RIGHTS

#### 5.1 Information.

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

#### 5.2 Use of Bulletin Boards.

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

#### 5.3 Release Time.

To the extent that scheduling permits, the Prosecutor and the County will grant one (1) day per month to the Delegate or his designee to attend the State Delegate meeting, four (4) days per year to the Treasurer to tend to financial matters, and four (4) days per year to the President or his designee to conduct PBA activities and functions to the extent that the Prosecutor, County and the PBA agree such activities and functions are PBA business. In addition, to the extent that scheduling permits, the Prosecutor and County will grant the Delegate or his designee five (5) days per year to attend a convention of the New Jersey State Policemen's Benevolent Association. A person seeking to use the release time provided herein shall provide as much notice as possible through the chain of command.

5.4 Scheduling of Meetings

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

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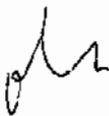
ARTICLE VI

HOLIDAYS

6.1 All individuals in the unit shall be granted the following holidays with pay:

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

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



ARTICLE VII

VACATION

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

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

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

7.3 Up to ten (10) vacation days per year may be carried over to a subsequent year, for a total accumulation not to exceed fifty (50) days over five (5) years. Employees with in excess of fifty (50) accrued days upon execution of this 1994-1995 Agreement shall not be required to forfeit such excess days.

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



ARTICLE VIII

PERSONAL DAYS

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

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ARTICLE IX

SICK LEAVE

9.1 New employees shall earn one sick leave day for each full month of service during the remainder of the calendar year employed.

9.2 At the beginning of each subsequent calendar year, employees shall be credited with 15 sick leave days.

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

9.4 Should an employee die, resign in good standing or be terminated through no fault of his/her own after 10 years of service or more, the employee shall receive payment for one-third (1/3) of his/her accumulated, unused sick leave days. Payment shall also be received for one-twelfth of the sick leave days credited at the beginning of the terminating year for each full month worked during that time, provided the time had not already been used. An employee resigning not in good standing or terminated as a result of disciplinary action shall not receive payment for accumulated sick leave days.

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



ARTICLE X

EXTENDED SICK LEAVE

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

A. Conditions of Eligibility

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

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

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

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

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

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

B. Exceptions to Eligibility

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

C. Status of Benefits

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

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

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

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

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

D. Computation of Extended Sick Leave

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

E. Maximum Use of Extended Sick Leave

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

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

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

G. Recording Use of Extended Sick Leave

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

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

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

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

H. Return to Work

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

1. Maximum Use of Extended Sick Leave

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

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

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

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

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

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ARTICLE XI

WORK INCURRED INJURY LEAVE

A. Leave Entitlement

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

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

B. Verification of Injury or Illness During Leave

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

C. Status of Benefits While on Injury Leave

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

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



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

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

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

D. Computation of Injury Leave Pay

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

E. Effect of Injury Leave on Sick Day Accumulation

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

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

F. Dispute as to Compensability

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

G. Return to Work

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

H. Maximum Use of Injury Leave

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

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

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

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



ARTICLE XII

OTHER LEAVES

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

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

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

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ARTICLE XIII

HEALTH/DENTAL/RETIREMENT/LIFE BENEFITS

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

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

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

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

In this plan, hospital, surgical, and medical care is provided only by physicians and other staff of the Rutgers Community Health Plan (RCHP) Health Center and affiliated hospitals, physicians' offices, and extended care facilities to employees residing in the RCHP service area, as outlined in the "RCHP Benefits Program" booklet. The average charge is \$1 per visit.

This program also provides a Supplemental Benefits program, similar to Major Medical, which gives added financial assistance for medical expenses not covered under the basic HMO program.

(C) CoMed

Under this plan the employee chooses a CoMed participating private physician. There is no Health Care Facility. There is a nominal fee for each visit.

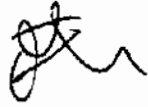
13.2 Dental. The County also provides a Dental Plan provided by Blue Shield of New Jersey to employees only. The effective date is the first of the month after completion of two full months of service. Coverage remains in effect during periods of approved leave of absence, sick leave and extended sick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

13.3 Changes to Health and Dental Benefits.

Notwithstanding anything else in this Agreement to the contrary, should the County change in any respect the health and dental benefits provided to other County employees, said changes shall also be made to the health and dental benefits provided to the employees covered by this Agreement without prior negotiation. The County will provide advance notification of any change to health and dental benefits whenever, and as soon as, possible.

13.4 Retirement Benefit. Enrollment is automatic in the Police and Fire Retirement System (P&F).

13.5 Life Insurance. All employees are enrolled in the Police and Firemen's Retirement System and are insured for the non-contributory life insurance plan paid for by the County. The insurance is valued at  $3\frac{1}{2}$  times base salary.



ARTICLE XIV

CREDIT UNION/DEFERRED COMPENSATION/ANNUITIES

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

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





*MA*

ARTICLE XV

EDUCATIONAL REIMBURSEMENT

15.1 General.

It is the policy of Somerset County to encourage the development and career progress of its employees. The purpose of the educational reimbursement program is to assist such development and growth by providing full-time regular, provisional, and non-classified employees with financial assistance for training and courses which are related to the employee's present position or to future positions within the County but which are not available within the County structure.

15.2 Consideration of Requests for Educational Reimbursement.

A committee of peers shall approve or disapprove request for educational reimbursement on the basis of the following:

- A. A determination as to whether the course for which educational reimbursement has been requested relates to the employee's present or potential future position with the County.
- B. A determination of whether the course for which educational reimbursement has been requested can be paid for through another funding source (e.g., Veteran's benefits).
- C. The availability of funds budgeted for educational reimbursement.

15.3 Eligible Courses.

- A. An eligible course must be offered by Rutgers University. If a course is offered at another college, university or by another type of

institution or organization, a waiver must be approved by the Committee.

- B. An eligible course must be taken by an employee on his/her own time, outside of regular work hours. The only exception to this may be when there is a course that is not offered at such time by any area educational institution and when a course taken during work hours will not interfere with the employee's ability to perform the duties of his/her position, as determined by the employee's division head and the Department Head.
- C. A course meeting one or more of the following requirements shall be considered eligible for the educational reimbursement program:
- 1) A course shall be directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
  - 2) A course will prepare an employee for potential advancement within the County.
  - 3) A course is part of a degree program which is directly related to the responsibilities of the position an employee holds at the time application is made for reimbursement.
  - 4) A course is part of a degree program which will prepare an employee for potential advancement within the County.

15.4 Eligible Expenses.

- A. Expenses which are normally eligible for reimbursement include the course tuition, registration fee, and laboratory or other fee directly related to the course and actually paid by the employee. Expenses which are not eligible for reimbursement include an application, matriculation, or graduation fee; an activity or health fee; the cost of books, supplies, or equipment; deposits for and/or laboratory breakage; meals; parking fees; travel expenses; and the like.

15.5 Conditions of Reimbursement.

If an employee's course has been approved for reimbursement, he/she shall be reimbursed, as described above, provided the following conditions are met:

- A. An employee must obtain a satisfactory passing grade of "C" or better. In numerical grading systems, only those grades above the grade classified as "poor" will be considered satisfactory. For example, the Rutgers scale of marking is: 1 - distinction; 2 - high quality; 3 - fair; 4 - poor; and 5 - failure. Therefore, in this example, only those employees receiving a 1, 2, or 3 grade would be reimbursed.
- B. An employee is not receiving reimbursement for the course from another source; if this is the case, the County shall pay the difference between what the other source paid and the total eligible expenses.

- C. An employee must be employed by the County at the conclusion of an approved course to receive the reimbursement. An employee who resigns or is terminated prior to the completion of an approved course shall forfeit any right to such reimbursement.
- D. An employee must remain employed by the County for two (2) years upon completion of a degree or will pay back 100% of the Rutgers rate. Any employee entering into a degree program will sign an agreement to these terms.

15.6 Application Procedure.

- A. An employee is required to discuss his/her desire to take a course under this program with his/her division head. The employee should be prepared to discuss the length of the course, the place at which the course will be held, the amount of tuition for the course, and the reasons for taking the course.
- B. The employee shall complete an "Educational Reimbursement Application" (See Appendix to Personnel Policy) in triplicate, if he/she feels the course in question is warranted. All copies of the completed application shall be forwarded to the Project Specialist, Division of Human Resources for consideration by the Committee. To be considered for reimbursement, an application must be received by the Division of Human Resources at least seven working days prior to the course' starting date.

C. The Committee shall review all requests and shall approve or disapprove the course and shall note this appropriately on all copies of the application. Two copies shall be returned to the division head; one is to be retained by the Committee and the other is to be given to the employee. The approved or disapproved applications shall be sent to the division head within five working days after their original receipt in Human Resources.

15.7 Reimbursement Procedure.

Upon the completion of an approved course, the employee shall present the following to his/her division head: 1) the employee's copy of the approved "Educational Reimbursement Application," 2) evidence of payment for the eligible expenses of the course, and 3) the grade obtained. If a satisfactory grade had been obtained, the division head shall forward the above material to Human Resources where a voucher (See Appendix to Personnel Policy) of the cost of the eligible expenses shall be prepared. Human Resources shall then forward the voucher to the Treasure's Office for payment. Employees shall be paid within one month of submission of the completed documents to the Division of Human Resources. Prior to the last year's courses for a degree program, an employee will sign a contract with the County to remain in employment two (2) years upon the successful completion of a degreed program.

ARTICLE XVI

OVERTIME

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

16.2 Notwithstanding anything else in this Agreement to the contrary, the Prosecutor and the County may substitute paid overtime with compensatory time off, accrued at the rate of one and one-half (1 ½) hours per hour worked. Each employee may accumulate and carry over from year to year up to one hundred and forty (140) hours of compensatory time. If a year ending work situation (exigent circumstance) requires an employee to work overtime hours that will cause accumulations over the 140 hours the employee will be permitted to carry the excess hours over into the following year, however the time must be expended within ninety days of the termination of the exigent circumstances.

16.3 If an employee retires, resigns or is terminated, the employee shall be paid for any compensatory time which the employee has accumulated in accordance with the FLSA. All compensatory time shall be used on a "first earned, first spent" basis.

16.4 Any employee called in for duty in excess of regularly scheduled hours will be compensated for four hours, or the actual time worked, which ever is greater. The time of accrual shall start at the time the employee receives the call.

16.5 When overtime is required on a legal holiday the employee shall receive in addition to payment for that holiday overtime computed at a rate of time and one-half (1 ½).

16.6 The normal work week shall be 35 hours.

16.7 The on-call employee for each unit will be compensated one day off for each work week on call. This will also apply to the employee monitoring the office on call book.

16.8 Overtime Meal Expenses.

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

Breakfast	-	\$ 6.00
Lunch	-	\$10.00
Dinner	-	\$20.00

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

Reimbursement will be conditioned upon submission of an appropriate receipt.

ARTICLE XVII

MAINTENANCE OF BENEFITS

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





ARTICLE XVIII

SALARIES

18.1 Effective September 1, 1994, the wages for employees covered by this Agreement shall be as set forth in Appendix B.

18.2 There shall be no salary increases between January 1, 1995 and December 31, 1995, and in consideration thereof, there will be no layoffs of any employee covered by this Agreement for economic reasons during said period.

3.5 % ?

ARTICLE XIX

AUTOMOBILES

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

19.2 The two way radio or devices shall be in operation at all times that the vehicle is being operated.

19.3 The employee must use the vehicle at all times, including off duty times, except as set forth below, must monitor all transmissions over said communications equipment and must respond as directed by said transmission.

19.4 Each employee is obligated, whether on or off duty, to take appropriate police action when confronted with circumstances requiring same.

19.5 No assigned vehicle shall be used by an employee when that employee is on leave or otherwise has a break in service (e.g., maternity or non-work related injury).

19.6 The assigned vehicle shall not be taken outside the State of New Jersey for other than official business.

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

ARTICLE XX

CLOTHING AND PROPERTY

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

20.2 Uniformed Officers

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



ARTICLE XXI

SAVINGS CLAUSE

21.1 It is understood and agreed that if any portion of this agreement or the application of this agreement to any person or circumstances shall be held to be invalid, the remainder of this agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

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

ARTICLE XXII

LAY OFFS

*in his/her sole discretion  
decides*

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

*parameters of law*

22.2 For purposes of this Article, "seniority" is defined to mean all years of law enforcement service within the Prosecutor's office ~~and all other years of law enforcement service with any other employer~~. An agreed upon seniority list, consistent with this provision, is attached hereto as Appendix C.

*Delete*

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

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

ARTICLE XXIII

DURATION

This Agreement shall have a term from January 1, 1994 through December 31, 1995<sup>4</sup>. Notwithstanding the foregoing, it is agreed and understood that:

*OK* (1) the salary payments under Article 18.1 are retroactive only to September 1, 1994;

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

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

Somerset County Board of Chosen Freeholders

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Somerset County Prosecutor

By: \_\_\_\_\_ Dated: \_\_\_\_\_

The Policemen's Benevolent Association, Local 307

By: \_\_\_\_\_ Dated: \_\_\_\_\_



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

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

CHRISTOPHER S. BATEMAN  
Director

May 20, 1992

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

MICHAEL PAPPAS  
Deputy Director

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

PATRICK J. FITTIPALDI  
Freeholder

ROSE C. McCONNELL  
Freeholder

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

FRED J. HOWLETT  
Freeholder

MEMO TO: County Employees

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

SUBJECT: Vacation Policy

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

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

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

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

If you have any questions, please feel free to contact Sue Dobrinsky at extension 7610.

CSR/SED/lth  
Attachments

APPENDIX A

VACATION POLICYPRESENT POLICYAPPROVED MODIFICATIONSPOLICYSECTION 5: ACCUMULATION OF VACATION

A. If a full-time employee does not use his/her vacation days in a given year, such vacation days, up to a maximum of ten days, may be carried over to the following calendar year, with the permission of the employee's Department Head. The carry-over of more than ten vacation days may be permitted only with the approval of the Personnel Manager.

B. If a part-time employee does not use his/her vacation days in a given year, such vacation days in accordance with the following chart, may be carried over to the following calendar year, with the permission of the employee's Department Head. The carry-over of more than the number of vacation days designated in the chart may be permitted only with the approval of the Personnel Manager.

Employees who work five, 4-hour days per week may carry over ten, 4-hour vacation days to the following calendar year.

Employees who work three, 7-hour days per week may carry over six, 7-hour vacation days to the following calendar year.

Employees who work five, 5-hour days per week may carry over ten, 5-hour vacation days to the following calendar year.

Employees who work four, 7-hour days per week may carry over eight, 7-hour vacation days to the following calendar year.

A. If a full-time employee does not use his/her vacation days in a given year, such vacation days up to a maximum of ten days, may be carried over to the following calendar year, with the permission of the employee's Division Head. These carry-over days must be used within the next calendar year. The carry-over of more than ten vacation days may be permitted only with the approval of the County Administrator.

B. If a part-time employee does not use his/her vacation days in a given year, such vacation days, in accordance with the following chart, may be carried over to the following calendar year, with the permission of the employee's Division Head. The carry-over of more than the number of vacation days designated in the chart may be permitted only with the approval of the County Administrator.

Employees who work five, 4-hour days per week may carry over ten, 4-hour vacation days to the following calendar year.

Employees who work three, 7-hour days per week may carry over six, 7-hour vacation days to the following calendar year.

Employees who work five, 5-hour days per week may carry over ten, 5-hour vacation days to the following calendar year.

Employees who work four, 7-hour days per week may carry over eight, 7-hour vacation days to the following calendar year.



PRESENT POLICY

APPROVED MODIFICATIONS

POLICY

SECTION 6. TERMINATION AND RETIREMENT

- A. When employee resigns from the County in good standing ....., the employee shall receive payment of his/her accumulation of unused vacation days carried over from the previous year.
  
- B. When an employee resigns from the County not in good standing, ....., the employee shall receive payment only for his/her accumulation of unused vacation days carried over from the previous year.

- A. When the employee resigns from the County in good standing....., the employee shall receive payment for his/her accumulation of unused vacation days carried over from the previous calendar year. The accumulated days will be paid at the salary rate at the time the days were earned.
  
- B. When an employee resigns from the County, not in good standing., the employee shall receive payment only for his/her accumulation of unused vacation days carried over from the previous calendar year. The accumulated days will be paid at the salary rate at the time the days were earned.

PROCEDURE

Section 1. Scheduling Vacation

Requests to utilize vacation leave should be submitted at least two (2) weeks in advance to the Personnel Office on the "Request For Vacation Leave" form.

Omit

Section 3. Recording Vacation Time

..... Requests by employees to use their vacation leave days should be submitted on a "Request For Vacation Leave" form for verification and approval by the Personnel Office.

Omit

NAME\*\*\*\*\* RANK\*\*\*\*\* HIRED PROMOTED 1993 SALARY 1994 SALARY

923	DOANE	MAJOR	9/78	5/21/90	67,000.00	70,000.00	3,400.00 0.00
924	FABIANO	CAPT	4/84	5/18/90	62,500.00	68,000.00	5,500.00
925	BUCAREY	CAPT	3/85	5/18/90	62,500.00	68,000.00	5,500.00
926	THORNBERG	CAPT	8/85	1/11/92	59,000.00	64,000.00	5,000.00
927	QUGAN	CAPT	10/86	5/5/94	60,000.00	62,000.00	2,000.00
928	IMPORTICO	CAPT	11/83	5/5/94	60,000.00	62,000.00	2,000.00 0.00
929	KEEN	LT	5/83	7/15/89	58,200.00	61,000.00	2,800.00
930	RACZ	LT	9/86	5/18/90	58,400.00	61,000.00	2,600.00
931	IKE	LT	9/86	1/11/92	56,200.00	59,000.00	2,800.00
932	MOWERY	LT	6/86	1/11/92	54,700.00	59,000.00	4,300.00
933	BENNETT	LT		3/1/93	50,500.00	57,000.00	6,500.00
934	CEJUK	LT	10/86	3/1/93	50,500.00	57,000.00	6,500.00 0.00
935	BALENT	SFC	2/84	3/1/93	49,600.00	55,000.00	5,400.00
936	MISSIN	SFC	6/85	3/1/93	49,600.00	53,000.00	3,400.00
937	SANGIU	SFC	1/84	3/1/93	48,300.00	53,000.00	4,700.00
938	FISHER	SFC	4/88	9/21/94	49,400.00	53,000.00	3,600.00
939	PATINO	SFC	2/87	9/21/94	48,000.00	52,000.00	5,000.00
940	DIANA	SFC	10/87	9/21/94	47,500.00	52,000.00	5,500.00
941	BURKE	SFC	10/87	9/21/94	47,500.00	52,000.00	5,500.00
942	BUCKMAN	SFC	1/4/88	9/21/94	47,500.00	52,000.00	5,500.00
943	CULLEN	SFC	1/3/89	9/21/94	47,500.00	52,000.00	5,500.00
944	ROBERTSON	SFC	1/16/89	9/21/94	47,500.00	52,000.00	5,500.00 0.00
945	MYERS	SGT	1/86	7/30/87	46,800.00	52,000.00	5,200.00
946	PATULLO	SGT	9/87	3/1/93	47,500.00	52,000.00	4,500.00
947	COLUCCI	SGT	3/88	9/21/94	47,200.00	52,200.00	4,800.00
948	MAGOS	SGT	6/88	9/21/94	41,000.00	52,000.00	11,000.00 0.00
949	DeBELLA	DFC	7/87	3/1/93	47,200.00	51,000.00	3,800.00
950	SATTERLEE	DFC	8/3/87	3/1/93	41,000.00	47,000.00	6,000.00
951	LUBAS	DFC	8/89	3/1/93	41,000.00	47,000.00	6,000.00
952	ALVAREZ	DFC	9/89	3/1/93	43,500.00	47,000.00	3,500.00
953	SHEA	DFC	4/90	3/1/93	41,000.00	47,000.00	6,000.00
954	SAUNDERS	DFC	7/90	3/1/93	41,000.00	47,000.00	6,000.00
955	FITZGERALD	DFC	6/89	9/21/94	47,000.00	43,500.00	2,500.00
956	MELE	DFC	12/91	9/21/94	39,200.00	43,500.00	4,300.00
957	JANSEN	DFC	1/93	9/21/94	45,000.00	47,000.00	2,000.00
958	DONNELLY	DFC	9/93	9/21/94	42,000.00	45,000.00	3,000.00 0.00
959	MASZCZAK	DET	6/89		36,000.00	40,500.00	4,500.00
960	BRYANT	DET	9/89		32,000.00	36,000.00	4,000.00
961	ZASLAVSKY	DET	1/90		36,500.00	40,500.00	4,000.00
962	UGNETTA	DET	6/91		30,000.00	34,000.00	4,000.00
963	PALFY	DET	12/92		34,000.00	38,000.00	4,000.00
964	SMITH-ASH	DET	1/4/93		34,000.00	34,000.00	0.00
965	KEMP	DET	1/93		30,000.00	32,000.00	2,000.00
966	GALAWAY	DET	6/93		30,000.00	32,000.00	2,000.00
967	HUEY	DET	6/93		30,000.00	32,000.00	2,000.00