

Contract # 26

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 17 1989

RUTGERS UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

-between-

Hunterdon County and
BOARD OF CHOSEN FREEHOLDERS OF HUNTERDON COUNTY,
SHERIFF OF HUNTERDON COUNTY

and

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

α Covering period from January 1, 1987
to December 31, 1989

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PREAMBLE

THIS AGREEMENT is made and entered into this *3rd* day of ~~April~~ ^{June}, 1988, for the period January 1, 1987 through December 31, 1989, by and between the Board of Chosen Freeholders of Hunterdon County, and the Sheriff of Hunterdon County (hereinafter referred to as the "Employer"), and the Hunterdon County Sheriff's Officers' Association, F.O.P. Lodge #94 (hereinafter referred to as the "Association"), is the final and complete understanding between the Employer and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Employer and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

RECOGNITION AND SCOPE

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

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

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

ARTICLE I
PAYROLL DEDUCTIONS

A. Dues Checkoff:

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

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

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

ARTICLE 2
MANAGEMENT

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

1. To manage and administer the affairs and operations of the Employer.
2. To direct its working forces and operations.
3. To hire, promote, transfer, and assign employees.
4. To demote, suspend, discharge and otherwise take disciplinary action against employees, in accordance with Civil Service Rules and Regulations.
5. To take necessary action in emergencies.
6. To determine standard of selection for employment.
7. To determine standards of performance of employees.
8. To evaluate employee performance.
9. To maintain the efficiency of its operations.
10. To determine and implement the technology of performing work.

11. To determine the methods, means, and personnel by which the Employer's operations are to be conducted.
12. To determine the content of job classifications, in accordance with Civil Service Rules and Regulations, and any other applicable law.
13. To promulgate rules and regulations, from time to time, which may effect the orderly and efficient administration of the Employer.

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

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

ARTICLE 3
GRIEVANCE PROCEDURE

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

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

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

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

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

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

Section 3. Procedure. An aggrieved employee must file his grievance in writing with his immediate superior within ten (10) work days of the occurrence of the matter complained of, or within ten (10) work days after he would have reasonably been expected to know of its occurrence. Failure to act within said time period shall constitute an abandonment of the grievance, except where good cause is shown for non-compliance with aforesaid time limit.

Step 1: Once timely filed, the aggrieved employee shall discuss the grievance with his immediate superior. If the grievance is not resolved satisfactorily, or if no resolution is made within fifteen (15) work days by the immediate superior, the employee may present his grievance to the Sheriff of Hunterdon County. The procedure and the time limit for resolution at that level shall be the same as that discussed above for the immediate superior.

Step 2: In the event there is no satisfactory resolution of the grievance at Step 1 or a decision rendered within the time allowed, the aggrieved employee may appeal to the Board of Chosen Freeholders within ten (10) work days thereafter. Where an appeal is filed with the Board of Freeholders, the grievant shall file:

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

If the grievant in his appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of addition

written material. Where additional materials are requested by the Board, copies thereof shall be given to the aggrieved employee who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held.

The Board shall make a determination within twenty (20) work days from the receipt of the grievance and shall give written notification to the aggrieved employee, his representative, if there is one, and other parties, if any, of its determination. This time period may be extended by mutual agreement of the parties.

Step 3: If the grievance is not settled through Step 2, then the Association may move an arbitrable grievance to arbitration by notifying the American Arbitration Association and the Employer that the Association is moving the grievance to arbitration. The request for arbitration shall be made within thirty (30) days after decision is rendered at Step 2. Request for arbitration shall be made upon written notice to the Employer. An arbitrator shall be selected in accordance with the Rules and Regulations of the American Arbitration Association, and shall be appointed to hear the grievance and render his award in writing. The award shall be final and binding on both parties. The cost of the arbitrators fee shall be shared equally by the Employer and the Association. The arbitrator shall hold a hearing at a time and place convenient to the parties and shall issue his decision within thirty (30) calendar days after the close of the hearing unless the time for rendering the award is extended upon the consent of the parties. The arbitrator shall only consider a dispute which comes within the definition of grievance as set forth above under this Article and shall interpret this Agreement as written and shall have no authority to alter, amend or add to the terms of this Agreement.

Section 4. In the presentation of a grievance, an employee shall have the right to present his appeal or to designate a representative to appear with him at any step in his appeal. An employee is entitled to be represented by an attorney of his own choosing at Steps 2 and 3. Any expenses incurred by the employee shall be borne by said employee.

ARTICLE 4

ASSOCIATION REPRESENTATIVES

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

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

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

ARTICLE 5

RIGHTS AND PRIVILEGES OF THE ASSOCIATION

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

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

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

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

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

ARTICLE 6

ADHERENCE TO CIVIL SERVICE RULES

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

ARTICLE 7

RULES OF THE EMPLOYER

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

ARTICLE 8

HOURS OF WORK

It is understood by the parties that the hours of work in existence at the time of this Agreement for all employees shall remain in full force and effect until mutually changed. Either party reserves the right to request a change in working hours. This request will be subject to negotiations.

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

ARTICLE 9

BREAKS

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

ARTICLE 10

OVERTIME

A. Overtime Rates:

1. Overtime rates for all employees. Any employee required to work beyond his regular workday (8 hours) or his normal workweek shall be compensated for overtime at the rate of time and one-half (1-1/2).

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

Employees required to work on the seventh (7) consecutive day of a workweek shall be paid at the rate of double (2) time for the first eight (8) hours, and double time and one-half (2-1/2) for any additional hours worked.

Where an employee is permitted to schedule his own authorized overtime for personal convenience, the maximum rate for overtime shall be at time and one-half (1-1/2) of the normal rate of pay for hours worked notwithstanding any of the provisions of this Agreement.

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

B. Minimum Guarantee:

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

C. Method of Compensation in Certain Cases:

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

ARTICLE 11

HOLIDAYS

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

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

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

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

workday (eight hours) and their normal overtime rate for all hours worked beyond eight hours.

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

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

ARTICLE 12

VACATIONS

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

<u>Years of Service</u>	<u>Annual Leave</u>
1st year	1 day/month to end of calendar year in which hired
1 through 7 years	12 days per year
8 through 10 years	16 days per year
11 through 15 years	21 days per year
16 through 20 years	26 days per year
21 years and over	26 days per year, plus one (1) additional day for each year over 20 years

Employees shall submit requests for vacation time no later than April 15 of the year with first and second choices. Vacations shall be scheduled on the basis of seniority and in accordance with the needs of the service. Responses to vacation requests shall be made within 30 days of April 15. Failure to timely respond to vacation requests shall result in requests that are not responded to being deemed approved. Failure of employees to make timely vacation requests shall then permit Employer to schedule vacations of those employees at its discretion and without regard to seniority.

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

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

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

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

ARTICLE 13
LEAVES OF ABSENCE

A. Sick Leave.

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

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

B. Maternity Leave.

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

C. Bereavement Leave.

All employees shall receive five (5) consecutive working days leave in the event of the death of a spouse, child, step-child, ward, son-in-law, daughter-in-law,

sister, sister-in-law, brother, brother-in-law, grandparent (of employee or employee's spouse), grandchild (of employee or employee's spouse), parent, step-parent, father-in-law, mother-in-law, and any other member of the immediate household. This leave is separate and distinct from any other leave time. Additional days may be granted by the Department Head as circumstances warrant, provided such days are charged against sick, vacation or personal time. In the event of multiple deaths, special consideration will be given to the employee by the Employer.

D. Personal Leave.

Upon prior approval of his Department Head, an employee shall be entitled to receive up to four (4) days leave for personal business, non-accumulative. Personal leave can only be used in half day or full day increments. Each employee shall be given credit for each calendar year for all due personal leave, and shall be entitled to use credited leave when requested. Should an employee's service begin after the first or terminate before the end of the year, earned personal leave shall be calculated based on the number of quarters (or major portion thereof) completed. Unused earned personal leave shall be reimbursed to the employee in the final pay. Used unearned personal leave shall be deducted from the final pay.

E. Other Leaves.

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

ARTICLE 14

JURY DUTY

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

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

ARTICLE 15

MEDICAL BENEFITS

The Employer agrees to provide, at no cost to the employees, medical coverage in the form of Blue Cross, Blue Shield, Rider J and Major Medical as currently provided through the State Health Benefit Plan for all employees and their eligible dependents. The Employer shall also pay the monthly Medicare premium for each employee over age sixty-five (65).

Two (2) representatives of each Party shall investigate the medical benefits presently being provided under the State Health Benefits Plan as compared with such other health benefits plans as may be available from other companies in order to provide better coverage without increase in the monetary consideration. After the investigation is completed, and upon letter agreement signed by both Parties, the employee medical benefits plan may be altered if deemed to be in the best interests of the Parties involved and of County employees generally.

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

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

Each employee eligible to participate in the State Health Benefits Program shall be reimbursed for actual expenses incurred by the employee or their dependents as defined by the State Health Benefits Program, for vision care, prescription drugs, dental care, and discretionary physical or optical examinations (not otherwise covered by insurance because they are discretionary), up to and including a maximum amount of One Hundred Seventy-Five Dollars (\$175.00) per year in 1987, Two Hundred Dollars (\$200.00) per year in 1988, and Two Hundred Twenty-Five Dollars (\$225.00) per year in 1989. The County shall reimburse the employee upon presentation of a receipt showing the following:

1. The name of the employee or dependent as defined by the State Health Benefit Program, for whom the vision care, prescription drug, dental care cost, or discretionary examination was incurred.
2. In the case of a prescription, the prescription number.
3. The amount which the employee spent and the date the cost was incurred.
4. The name of:
 - (a) The eye doctor who was consulted or the vision care service who filled the optical prescription.
 - (b) The name of the pharmacy from whom the prescription drug was purchased.
 - (c) The name of the dentist who was consulted.
 - (d) The name of the doctor who was consulted.

5. Receipts from the provider must be submitted by November 1 of each year for payment by December 15. Receipts submitted after November 1 shall be processed and paid no later than March 31 of the succeeding year. In the case where an employee has reached reimbursable expenses of One Hundred Seventy-Five Dollars (\$175.00), (Two Hundred Dollars (\$200.00) in 1988) (Two Hundred Twenty-Five Dollars (\$225.00) in 1989) before November 1, the employee may submit a bill for payment and shall receive the reimbursement within six weeks. No receipts for a given year shall be submitted later than January 15 of the subsequent year. Receipts submitted after January 15 shall not be honored.

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

ARTICLE 16

EMPLOYEE EXPENSES

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

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

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

ARTICLE 17
EMPLOYEE FACILITIES

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

ARTICLE 18

SAFETY

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

ARTICLE 19

UNSCHEDULED CLOSINGS

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

ARTICLE 20

GENERAL PROVISIONS

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

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

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

ARTICLE 21

NEW POSITION TITLE

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

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

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

ARTICLE 22

DISCRIMINATION AND DISCIPLINE

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

ARTICLE 23

PERSONNEL FILES

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

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

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

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

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

ARTICLE 24

ECONOMY LAYOFFS

Layoffs may be accomplished in accordance with Civil Service Rules and Regulations. Employees to be laid off shall be sent written notice in accordance with the Rules and Regulations of the Civil Service Commission.

ARTICLE 25

PROMOTIONS

Eligibility to take promotional examinations shall be determined in accordance with Civil Service Rules and Regulations and shall apply to all employees covered under this Agreement. The final choice of an applicant to fill a position shall be solely that of the Sheriff, consistent with Civil Service Rules and Regulations.

ARTICLE 26

COST OF PUBLICATION

The parties agree to share equally the cost of publication of this Agreement. A sufficient number of copies shall be produced to be available to all concerned parties for the duration of the Agreement.

ARTICLE 27

COPIES OF MINUTES

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

ARTICLE 28

WAGES

A. Wages for the year 1987

All Sheriff's Officers employed during the year 1987, will receive a Sixteen Hundred Dollar (\$1,600.00) pay increase. Officers employed for less than a full year will receive a pro rata percentage of the money. Officers Hollender, Serridge and Tetteimer shall receive an additional Five Hundred Dollar (\$500.00) increase in pay for the year 1987 due to the fact that they became trained during that period.

B. Wages for the year 1988

On January 1, 1988, all Sheriff's Officers employed on that date shall receive an Eight Hundred Dollar (\$800.00) increase in their salary. Effective July 1, 1988, all Sheriff's Officers employed on that date shall receive an additional Eight Hundred Dollars (\$800.00) increase in salary.

The new starting rate for January 1, 1988, is Seventeen Thousand Two Hundred (\$17,200.00).

C. Wages for the year 1989

The following salary guide shall be implemented:

11	\$	28,000
10		27,000
9		26,125
8		25,550
7		24,400
6		23,350

5	22,425
4	21,500
3	20,425
2a	20,160
2	19,635
1	18,846
Base	18,064

Effective January 1, 1989, employees shall be placed and compensated as follows:

Justin	Step 10
Warford	Step 3
Critelli	Step 3
Hollender	Step 3
Seckrettar	Step 3
Serridge	Step 3
Muehlbauer	Step 2
Wagner	Step 2
Stephens	Step 7
Tettermer	Step 2a
Naylor	Step 2a

All employees who are untrained, regardless of hiring date, shall receive Five Hundred Dollars (\$500.00) less than the amount shown on the appropriate step. They shall be paid at the rate indicated on the step upon completion of training. For all purposes of this Agreement, training shall be defined as certification by the Police Training Commission.

On July 1, 1989, all employees, then employed, shall move to Step 4, except for those in Step 2a who shall move to Step 4. Thereafter, Step 2a shall be deleted from the salary guide. The base step will also be deleted and Step 4 shall become the hiring rate as of that date.

D. The following salaries shall be paid to the officers as listed, provided they are employed during the years indicated. If they are employed only for part of the year, their salary will be appropriately prorated. Of course, if they are not employed, they will not be entitled to any payment.

	1/1/87	1/1/88	7/1/88	1/1/89	7/1/89
Critelli	\$18,100	\$18,900	\$19,700	\$20,425	\$21,500
Justin	24,100	24,900	25,700	27,000	28,000
Stephens	21,800	22,600	23,400	24,400	25,550
Warford	18,100	18,900	19,700	20,425	21,500
Hollender	18,100	18,900	19,700	20,425	21,500
Seckrettar	18,100	18,900	19,700	20,425	21,500
Serridge	18,100	18,900	19,700	20,425	21,500
Tettermer	17,600	18,400	19,200	20,160	21,500
Naylor	17,600	18,400	19,200	20,160	21,500
Muehlbauer	17,100	17,900	18,700	19,635	20,425
Wagner	17,100	17,900	18,700	19,635	20,425

E. In the event this contract calls for any payment or adjustment to an individual based upon their hourly rate, their hourly rate shall be determined by dividing annual salary by 2080.

ARTICLE 29

UNIFORM & EQUIPMENT

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

B. Uniform and Maintenance Allowance - Effective January 1, 1987, the uniform maintenance allowance for each eligible employee shall be Three Hundred Twenty-Five Dollars (\$325.00) per year. Effective January 1, 1988, the allowance will be Three Hundred Seventy-Five Dollars (\$375.00) per year. Effective January 1, 1989, the allowance will be Four Hundred Twenty-Five Dollars (\$425.00) per year. Only those employees who have completed one year of continuous service with the County of Hunterdon Sheriff's Department shall be eligible to receive this allowance.

C. Equipment issue - The equipment shall be specified and issued as set forth in the Rules and Regulations and Standard Operating Procedure of the Hunterdon County Sheriff's Department.

ARTICLE 30

ON-CALL

The Sheriff, under the previous contract, instituted an on-call procedure in connection with after-hour assignments. The Association recognizes the Sheriff's right to implement the procedure. Each of the two officers assigned each week to be on call shall receive the sum of Fifty Dollars (\$50.00) per week for 1987, the sum of Seventy-Five Dollars (\$75.00) per week for 1988, and the sum of One Hundred Dollars (\$100.00) per week for 1989. Should an officer, pursuant to the policy, arrange for another officer to substitute for the entire week, the appropriate on call pay will go to the other officer.

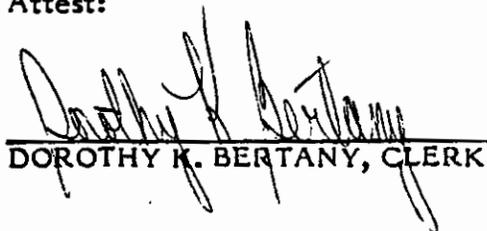
ARTICLE 31

DURATION OF AGREEMENT

The terms and provisions of this Agreement shall be in force commencing January 1, 1987, and shall remain in effect and in full force through December 31, 1989.

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

Attest:


DOROTHY K. BERTANY, CLERK

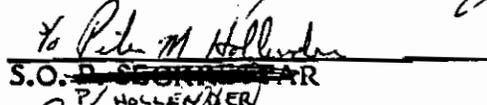
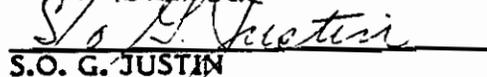
BOARD OF CHOSEN FREEHOLDERS
OF HUNTERDON COUNTY


ROBERT W. ANDERSON, DIRECTOR

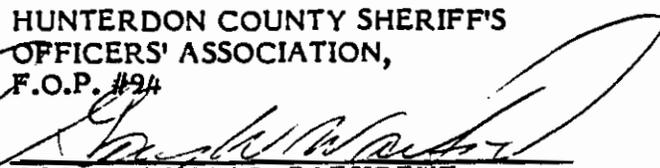
Witness


WARREN E. PETERSON, SHERIFF
OF HUNTERDON COUNTY

NEGOTIATING TEAM:


S.O. G. WARFORD

S.O. D. SCOTT
P. HOLLANDER

S.O. G. JUSTIN

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


GARY WARFORD, PRESIDENT
HUNTERDON COUNTY SHERIFF'S
OFFICERS' ASSOCIATION
F.O.P. LODGE #94