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AGREEMENT

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RUTGERS UNIVERSITY

between

THE COUNTY OF MERCER

and

P.B.A. Local 167

**MERCER COUNTY
SUPERIOR CORRECTION OFFICERS' ASSOCIATION**

EFFECTIVE: January 1, 1983

EXPIRATION: December 31, 1984

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PREAMBLE

This Agreement, dated July 10, 1984, between the County of Mercer, hereinafter referred to as the "Employer", and P.B.A. Local 167 Mercer County Superior Correction Officers' Association, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the County and its citizens; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey; and

WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the Employer and the Union entered into an Agreement on July 10, 1984, which Agreement was approved by the Board of Chosen Freeholders.

NOW, THEREFORE, the parties agree with each other as follows:

1.

RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

2.

MANAGEMENT RIGHTS

2.1 The County retains and may exercise all right, powers, duties, authority and responsibilities conferred upon and vested in them by the Laws and Constitutions of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement between the County and the Union, all such rights, powers, authority, prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of the employees are exclusively retained by the County.

3.

UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the end of the next month following the pay period in which deductions were made to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee upon written notice of withdrawal or by termination of employment. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1st or July 1st next succeeding the date on which notice of withdrawal is filed as provided in N.J.S.A. 52:14-15.9(e) as amended.

3.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action by the Employer under the provisions of this Article.

4.

WORK SCHEDULES/JOB ASSIGNMENTS

4.1 The work shift for all employees covered by the terms of this Agreement shall be for a period of eight (8) hours ten (10) minutes.

4.2 The Warden, Mercer County Detention Center and Superintendent, Mercer County Correction Center retain the absolute authority to determine, establish, define, and change the work shifts and/or job assignments at their respective institutions.

Assignments will be made on basis of demonstrated past ability, proficiency, initiative, knowledge of institutional rules and regulations, and seniority. Seniority in and of itself shall not be grounds for placing a superior officer in a given post or position. Senior employees who are denied said positions or assignments will be informed in writing as to the reasons for said denial.

4.3 The Warden, Mercer County Detention Center and Superintendent, Mercer County Correction Center retain the absolute authority to permanently assign, remove and reassign any employee from his job assignment and shift, but such removal shall not be made without cause.

Further, the Warden, Mercer County Detention Center and Superintendent, Mercer County Correction Center reserve and retain the right to change job assignments within shifts on a temporary basis to meet the needs of the institution.

5.

EQUAL TREATMENT

5.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, Union membership, or Union activities.

5.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

6. **WORK RULES**

6.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

7. **POSITION CLASSIFICATIONS**

7.1 The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made a part of this Agreement.

7.2 If during the term of this Agreement, the Employer determines that new classifications are to be established or that changes are to be made in the existing classification, the parties agree that they will consult with a view to arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective.

8. **SENIORITY**

8.1 Seniority, except for longevity purposes, is defined as an employee's total length of service with the County, beginning with the date of permanent appointment to rank.

8.2 In the event that two (2) or more employees are permanently appointed on the same date, seniority shall be determined by the order in which their names appear on the Civil Service certification list as issued or amended.

8.3 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate, and shall furnish copies of same to the Union upon request.

8.4 The Employer shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

9. **GRIEVANCE PROCEDURE**

9.1 A grievance is defined as:

a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement.

b. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee and his immediate supervisor and, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union Grievance Committeeman shall take up the grievance or dispute with the Warden (Detention Center) or Superintendent (Correction Center), within five (5) days of its occurrence. Said grievance or dispute shall be presented in writing to the appropriate institutional official and they shall respond in writing to the Union President or designated representative within five (5) working days.

Step Two: If the grievance still remains unsettled it shall be presented by the President or Union Grievance Committeemen to the department director in writing within five (5) days after the response of the appropriate institutional official is due. The department director shall respond in writing to the Union Grievance Committeeman within five (5) working days.

Step Three: If the grievance has not been satisfactorily resolved at Step Two, and the grievance involves a claimed breach, misinterpretation, or improper application of the terms of this Agreement as described in the definition of a grievance in Paragraph 9.1.a above (but not in Paragraph 9.1.b), the Union may, within fourteen (14) days after the reply of the department director is due, request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. A copy of said notice shall be served upon the department director. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the public Employment Relations Commission. The decision of the arbitrator shall be final and binding on both parties, it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

9.2 Grievances as defined in Paragraph 9.1.b above which have not been satisfactorily resolved between the parties at Step Two shall not be moved to arbitration unless there is mutual agreement in writing between the parties to move said grievance to arbitration. This mutual agreement shall contain a statement or definition of the issue to be arbitrated, which statement may not be modified or changed in the arbitration proceeding.

9.3 The Union and the Employer agree to give reasonable consideration to a request by the department director for meetings to discuss grievances pending at Steps One and Two above.

9.4 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

9.5 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives regarding matters of employee representation during working hours without loss of pay; provided, however, all employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

9.6 Representatives of the Union who are not employees previously accredited to the Employer in writing by the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, if they first obtain permission to do so from the employee's department director or his designated representative, which permission shall not be unreasonably withheld.

10.

DISCIPLINE/DISCHARGE

10.1 It is expressly understood that the Employer shall have the right to discipline any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

10.2 The County shall be required to set forth any charge or charges against any employee prior to removal, suspension, fine, or reduction in rank. Said charge or charges shall be filed in writing and served upon the employee.

10.3 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

- a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspensions or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal to the Civil Service Commission and shall be precluded from having the Union move his appeal to binding arbitration.
- b. The Union, in behalf of a permanent employee against whom disciplinary action has been taken which does not result in a penalty enumerated in paragraph 10.3(a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step IV of the Grievance Procedure.
- c. The Union, in behalf of a provisional or unclassified employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step III of the Grievance Procedure.

11.

RATES OF PAY

11.1 The 1983 rates of pay for all employees covered by this Agreement shall be as set forth in Appendix A attached, and the 1984 rates of pay for all employees covered by this Agreement shall be as set forth in Appendix B attached.

11.2 A Correction Officer Sergeant who works in the classification of County Correction Lieutenant for at least four (4)-hours in any work day shall receive the higher rate of pay for such work for the time that it is performed.

11.3 When a Correction Officer Sergeant is promoted to the classification of County Correction Lieutenant, his/her salary shall be adjusted to the rate of pay for a County Correction Lieutenant as set forth in either Appendix A (1983) or Appendix B (1984) attached.

12.

OVERTIME

12.1 Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

- a. All work performed on days scheduled as non-working days, provided the employee has worked his/her regularly scheduled work days during the scheduling period.
- b. All work performed on a holiday plus the regular day's pay, provided the employee has worked his/her regularly scheduled work days during the scheduling period.

12.2 Authorized sick days, vacation days, personal days or any other authorized leave of absence with pay are considered work days for the purpose of computation of overtime payments in Paragraph 12.1 above.

12.3 Double time the employee's regular rate of pay shall be paid for any work in excess of sixteen (16) hours and twenty (20) minutes in any twenty-four (24) hour period.

12.4 Overtime opportunities will be distributed as equally as possible among employees in the same classification.

It is understood that nothing in this clause shall require payment for overtime hours not worked.

13.

CALL-IN TIME

13.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work and is guaranteed not less than four (4) hours pay at the overtime rate, provided, however, if the employee elects to leave upon completion of the work assignment and such assignment requires two (2) hours or less, said employee will be paid a minimum of two (2) hours at the overtime rate.

If the assignment exceeds two (2) hours, the employee shall be entitled to the guaranteed four (4) hours pay at the overtime rate.

13.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of time and one-half for the first two (2) hours worked and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

14. **SHIFT PAY**

14.1 Employees working on shifts of which the majority of working hours fall between 4:00 p.m. and 12:00 midnight shall receive in addition to their regular pay an additional fifteen (15) cents per hour.

14.2 Employees working on shifts of which the majority of working hours fall between 12:00 midnight and 8:00 a.m. shall receive in addition to their regular pay an additional twenty (20) cents per hour.

14.3 If an employee working either of the shifts referred to in the paragraphs above is entitled to premium pay, shift pay shall be paid in addition to said premium.

15. **INSURANCE AND RETIREMENT BENEFITS**

15.1 The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of a Health Maintenance Organization Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

15.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974. Said insurance will continue under any self-insurance program or independent carrier the County may choose.

15.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System and/or the New Jersey Policemen's and Firemen's Retirement System.

15.4 The County agrees to provide a \$2.50 co-payment Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. Effective January 1, 1984, the co-payment for this program shall increase to \$3.00. (Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.)

15.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution Number 76-405, adopted September 14, 1976.

15.6 The County agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the County. (Further, for the purposes of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only.)

15.7 The insurance coverage provided for in this section shall be paid for by the County without contribution by the employees.

16. **PAID LEAVES OF ABSENCE**

16.1 **BEREAVEMENT DAYS** - In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law or any other relative living in the household of the employee, said employee shall be excused for a period not to exceed five (5) consecutive days for bereavement purposes, commencing the day after date of death. In the event of death of a grandparent not living in the household of the employee, said employee shall be excused for the day of the funeral only. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than eight (8) hours and ten (10) minutes pay for any one day.

The County reserves the right to request evidence of death of a family member and/or proof of living arrangement.

16.2 **UNION BUSINESS DAYS** - Any employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business, attend seminars or conventions. The Union shall be allowed an aggregate of no more than fifteen (15) days in any calendar year for the aforementioned purposes.

The Union President or designee shall also be allowed such time off as is necessary to conduct union business during the course of normal working hours,

provided that approval is requested and authorization is granted by the Warden or Superintendent. Such authorization for time off shall not be unreasonably denied.

16.3 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of an occupational injury or illness shall be covered by the provisions of the New Jersey Workers' Compensation Law from the day of injury or illness. Said employees shall be eligible for a leave of absence for the entire period of disability and shall be eligible to receive temporary workers' compensation benefits for the period of their disability as prescribed by law. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave credits shall not accrue during this disability.

In the event said disability shall be the result of a function unique to the duties and responsibilities of a Superior Correction Officer, included but not limited to: assault or battery committed against an officer by a person or persons in his/her custody or being pursued by the officer, an injury resulting from the pursuit of a person or persons, an injury suffered in the transport of a person or persons in his/her custody, or an injury incurred in response to a Code-3, said Officer shall be granted a Leave of Absence with full pay. Said leave shall be limited to a maximum period of one (1) year from date of injury or until temporary disability payments would have terminated, whichever is sooner.

Employees returning from authorized leave of absence as set forth above, will be restored to their original classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

16.4 SICK LEAVE - All full-time permanent, full-time temporary or full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1st of each succeeding year.

c. The minimum sick leave with pay shall accrue to any full-time temporary, full-time provisional or full-time CETA employee at the rate of one (1) working day per month as earned.

d. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

e. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article 15.5.

f. If an employee is absent for reasons that entitle him/her to sick leave, the employee's supervisor shall be notified prior to the employee's starting time or in conformance with departmental regulations.

(1) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease a certificate from the Department of Health shall be required.

(3) The appointing authority may require an employee who has been absent because of personal illness, as a condition of his return to duty to be examined, at the expense of the County, by a physician designated by the appointing authority. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of the other employees.

Sick leave credits shall continue to accrue while on a leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

16.5 PERSONAL LEAVE DAYS - Employees covered by the provisions of this Agreement shall be entitled to three (3) days a year of absence with pay for personal business. Temporary and CETA employees shall earn personal days at the rate of one (1) day for every four (4) months worked. Said leave shall not be taken unless forty-eight (48) hours notice thereof has been given to the employee's supervisor. In the event that forty-eight (48) hours notice cannot be given, said leave may be taken only upon authorization by said supervisor. The County reserves the right to deny requests for personal days as conditions warrant but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation or sick leave.

16.6 JURY DUTY - All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to reimburse the County for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee is released from jury duty prior to the end of their work shift, said employee shall be required to report to work for the remainder of their shift.

17. NON-PAID LEAVES OF ABSENCE

17.1 All employees covered by this Agreement shall be entitled to a leave of absence without pay for personal illness.

a. Said sick leave of absence without pay may only be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

b. To be eligible for sick leave of absence without pay, an employee shall be required to provide the Warden or Superintendent with documentation from their personal physician detailing the nature of the illness, and the length of expected absence from duty. Said leave of absence must be approved by the County Physician. All employees shall be required to be examined by the County Physician and certified by him/her as fit to return to duty prior to their return to work.

c. Said leaves of absence must be renewed every three (3) months with the approval of the County Physician.

17.2 An employee shall be entitled to a leave of absence without pay to accept a permanent position with any other governmental agency for a period not to exceed the probationary period for such position or a period for four (4) months, whichever is less.

17.3 All other leaves of absence without pay shall be at the discretion of the County.

17.4 Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges, or benefits, provided however, that sick leave, vacation leave and longevity credits shall not accrue with the exception of those on military leave.

18. CHILD CARE/MATERNITY LEAVE

18.1 A permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for maternity purposes. Said leave shall be granted for a three month period upon written certification of the employee's physician that she is unable to work due to her pregnancy and/or childbirth and may be extended for additional three month periods. This certification is subject to approval by the County Physician. Further, all employees shall be required to be examined by the County Physician and certified by him/her as fit to return to work prior to their return to work.

18.2 Notwithstanding the provisions of Article 16.4 (Sick Leave With Pay) and Article 18.1 (Maternity Leave without Pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of three (3) months. Said leave shall commence effective upon the date of birth of the employee's child and under no circumstances shall it be extended beyond this three (3) month period.

19.

HOLIDAYS

19.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	General Election Day
Lincoln's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

All other holidays formally declared by resolution of the Board of Freeholders.

19.2 Holidays enumerated in 19.1 above that fall on a Saturday or Sunday shall be observed on the Saturday or Sunday. This Saturday or Sunday observance shall be utilized as the date for overtime and holiday pay calculations. Holidays which fall within an employee's vacation period shall not be charged as vacation days.

19.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the County and must have worked his full regularly scheduled work day before and after the holiday, unless such absence is authorized.

19.4 When a holiday falls on a regularly scheduled day off, employees shall receive an additional day's pay.

20.

ANNUAL VACATION LEAVE

20.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

20.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.

b. After one (1) year and to completion of five (5) years, twelve (12) working days.

c. From beginning of sixth (6th) year to completion of tenth (10th) year, fifteen (15) working days.

d. From beginning of eleventh (11th) year to completion of fifteenth (15th) year, twenty (20) working days.

e. After completion of fifteenth (15th) year, twenty-five (25) working days.

20.3 Annual vacation leave with pay for all full-time temporary, full-time provisional and CETA employees shall be earned at the rate of one (1) day per month.

20.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

20.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half per day and shall not lose vacation day or days.

20.6 A maximum of ten (10) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar year. Any remaining vacation allowance must be taken during the current calendar year unless the employee's department director determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year.

20.7 A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

20.8 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever a permanent employee dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

20.9 Part-time temporary, part-time provisional, seasonal or hourly paid employees shall not be entitled to vacation leave.

20.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

21.

LONGEVITY

21.1 Every full-time employee, provisional or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year and such longevity payment shall be considered in total with the salary for pension purposes.

21.2 Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200 commencing with the first day of the first full pay period following five (5) years of continuous service and for the completion of each additional five (5) years of continuous service thereafter, shall have added to their gross per annum pay an additional \$300.

21.3 Any interruption of service due to a cause beyond the control of the employee, i.e., for military service, injury or illness, shall be considered as service for the County of Mercer for the purpose of determining the completion of said cumulative periods of service with the County of Mercer. Nothing contained in this article shall be construed to apply to any person whose employment has been terminated for any reason prior to the effective date of the execution of this contract.

21.4 Such additional longevity payments shall be paid notwithstanding the maximum salary theretofore provided for such employment or for future employment, by resolution, but shall not apply to those officers, positions or employment where compensation is set by State Statute and the maximum allowed by law is presently being received.

22. WORK UNIFORMS, UNIFORM ALLOWANCE AND MEALS

22.1 The employer will provide one full uniform issue to each Correction Officer Lieutenant upon permanent appointment to rank. The uniform issue shall consist of the following:

- a. Three Long sleeve white shirts.
- b. Three short sleeve white shirts.
- c. One white hat.
- d. Badges and other necessary and appropriate insignia of rank.

22.2 The employer agrees to pay to each employee the sum of \$360 for calendar year 1983 and \$420 for calendar year 1984, which sum shall be used by the employee for the replacement and/or maintenance of his/her uniforms. Replacement parts for uniforms shall adhere to specifications established by the County. The allowance referred to in this sub-paragraph shall be earned quarterly, if the employee works one (1) day in said quarter and, shall be paid semi-annually in June and December, and in the case of new employees, shall be prorated.

22.3 One meal per shift will be granted to all employees, covered by the terms of this Agreement.

23. SAFETY AND HEALTH

23.1 The employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools or devices deemed necessary in order to insure their safety and health. When such materials are issued, they shall be used.

23.2 The employer and the Union shall each designate a safety committee member and two alternates. It shall be the joint responsibility of the members or their alternates to investigate and correct unsafe and unhealthful conditions. The members or their alternates shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee member representing the Union or one of his alternates, with the approval of the employer, shall be permitted reasonable opportunity to visit work locations throughout the employer's facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.

24.

BILL OF RIGHTS

In order to safeguard fundamental rights for Superior Correction Officers employed by the County of Mercer, it is agreed that:

Except when on duty or acting in his official capacity as a law enforcement officer, no law enforcement officer shall be prohibited from engaging in political activity, provided his position as a law enforcement officer is not used in any way, whether directly or indirectly, while engaging in said political activities. As employed herein, the term "law enforcement officer" shall mean any employee working in the title of Correction Officer Sergeant and County Correction Lieutenant.

Whenever a law enforcement officer has received notice that he is under formal investigation after receipt of a filed complaint, which complaint shall be in form of the Notification of Complaint for alleged malfeasance, misfeasance, nonfeasance of official duty, with a view toward possible disciplinary action, demotion, dismissal, or criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Department shall be compensated for lost time accruing from investigations in accordance with existing Department policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals, and telephone calls as are reasonably necessary. The law enforcement officer shall be entitled to the presence of his counsel or any other one person of his choice at any interrogation in connection with the investigation.

b. The law enforcement officer being investigated shall be informed at the commencement of any interrogation of the nature of the investigation, including whether the officer is a target of the investigation, if known; the Statute, rule, or regulation allegedly violated, if known; the names and addresses of any complainants; and the identity and authority of those conducting the

investigation. This shall not preclude the employer from subsequently modifying, amending, or changing the Statute, rule, or regulation under which the charges are brought. Also, at the commencement of any interrogation of such officer in connection with any such investigation the officer shall be informed of the identity of all persons present during such interrogation. All questions asked in any such interrogation, whenever practicable, shall be asked by or through a single interrogator.

c. No formal hearing by means of which a law enforcement officer may be disciplined or penalized may be brought except upon charges signed by the persons making those charges.

d. The interrogation of the employee concerned shall be recorded mechanically or by written form. "Off the record" questions shall not be permitted. Any recesses called during the interrogation shall be recorded.

e. If an officer is placed under arrest or is likely to be placed under arrest for a criminal offense, he shall be afforded all constitutional rights, and, in addition, he shall be given the following warning prior to the commencement of any interrogation:

"I am advising you that you are being questioned as part of an official investigation. You will be asked questions specifically directed and narrowly related to the performance of your official duties. You are entitled to all the rights and privileges guaranteed by the laws of the State of New Jersey, the Constitution of this State, and the Constitution of the United States, including the right not to be compelled to incriminate yourself and the right to have legal counsel present at each and every stage of this investigation.

I further advise you that if you refuse to testify or to answer questions relating to the performance of your official duties, you will be subject to Departmental charges which could result in your dismissal from employment. If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent Departmental charges."

f. It is understood that the provisions of this paragraph shall not preclude initial or preliminary inquiries by the Employer and shall only apply upon the commencement of a formal investigation or the filing of a complaint.

All investigations against law enforcement officers shall be conducted expeditiously. At least every two (2) months after the commencement of such investigation, as determined by the date that the Notification of Complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense; and, unless unusual circumstances exist, no officer should be prosecuted by the Department for the alleged infraction of any rule if more than 90 days transpire between the date the Warden or Superintendent had knowledge or should reasonably have had

knowledge of the alleged infraction by virtue of information that is normally transmitted to him by routine administrative processes and the service of the Preliminary Notice of Disciplinary Action.

There shall be removed from an officer's personnel file all papers, files, reports, notes, and copies thereof relating to an investigation of a law enforcement officer when the investigation does not result in any disciplinary action or when the officer is exonerated. These items, if retained, shall be maintained separate and apart from the personnel file. The officer may on proper notice inspect these materials at the discretion of the Warden or Superintendent. Such inspection shall not be unreasonably denied.

No law enforcement officer shall be required to disclose, for the purpose of promotion or assignment, any information concerning his property, income, assets, debts, or expenditures, or those of any member of such officer's household, except where such information relates directly to the officer's assignment or duties. No officer shall be required to take any lie detector or other test designed to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

There shall be no penalty or threat of any penalty for the exercise by a law enforcement officer of his rights under this Bill of Rights.

25. **SEPARABILITY AND SAVINGS**

25.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate any provisions so affected.

26. **ORAL MODIFICATION**

26.1 Any modifications of this Agreement must be formalized in writing and signed by the parties to this Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into the Agreement.

27. **GENERAL PROVISIONS**

27.1 The provisions of this Agreement shall only apply to those employees in the Unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees who retired under a State administered pension plan prior to the date of the execution of this Agreement.

28.

DURATION OF THE AGREEMENT

28.1 This Agreement shall become effective January 1, 1983 and shall remain in full force and effect until December 31, 1984. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail sixty (60) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than forty-five (45) days prior to the expiration date.

This Agreement shall remain in full force and effect during the period of the negotiations. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph. Such written notice shall be sent by certified mail.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 10th of July in the year of Our Lord, One Thousand Nine Hundred and Eighty Four.

ATTEST:

COUNTY OF MERCER

Joyce L. McDade
Joyce L. McDade, Clerk
Board of Chosen Freeholder

Bill Mathesius
Bill Mathesius
County Executive

ATTEST:

**PBA Local 167
Mercer County Superior Officers
Association**

August Marcello
Lt. August Marcello

Norman Stull
Sgt. Norman Stull
President

APPENDIX A

1983 SALARY RATES

(Effective January 1, 1983)

County Correction Sergeant - \$22,470
County Correction Lieutenant - \$24,675

APPENDIX B

1984 SALARY RATES

(Effective January 1, 1984)

County Correction Sergeant - \$23,470
County Correction Lieutenant - \$25,675

(Effective July 1, 1984)

County Correction Sergeant - \$24,000
County Correction Lieutenant - \$26,400