

AGREEMENT

between

THE COUNTY OF MERCER

and

P.B.A. LOCAL 167

**MERCER COUNTY CORRECTIONAL
SUPERIOR OFFICERS**

EFFECTIVE
JANUARY 1, 2005 to DECEMBER 31, 2008

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PREAMBLE

This Agreement 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; and

WHEREAS, this Agreement has been approved by the Board of Chosen Freeholders of Mercer County.

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 of the ranks of Sergeants and Lieutenants, and represented by the Union, and for such additional classifications as the parties may later agree to include.

2. MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey. Except as specifically abridged, limited or modified by the terms of this Agreement, 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 employer.

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 employees from his/her 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 in writing by the Union 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. 51:1445.9(e) as amended.

3.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit, or any temporary employee who does not join within the date of satisfactory completion or the probationary period of the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fees shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 447, and N.J.S.A. 34:13A5.4, et al.

3.3 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 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 hours. Payments for "count up time" are to be paid in lieu of overtime payments for the fifteen minute period of time required for count up after each shift. Payments shall be incorporated into the regular payroll check. "Count up time" shall be calculated in the gross salary. Beginning January 1, 2002, "count up time" shall be included as part of the base salary as set forth in Article 11.1 of this Agreement.

4.2 (a) The Employer, retains the absolute authority to determine, establish, define, and change the work shifts and/or job assignments of all employees at the respective institutions.

(b) When a change or opening occurs in shift and schedule, the opening will be posted for ten (10) days. After ten (10) days, those showing interest will be given preferences as stated below.

(c) Shift assignments shall be made by seniority only, except for very special skills required or for documented just cause which shall be proven by clear and convincing proof at a hearing in which the employee has had an opportunity to respond, subpoena witnesses, cross-examine and have due process with the decision at the hearing being subject to the grievance procedure. Additionally, an employee shall be given an opportunity based on seniority to learn the special skills.

4.3 The Employer, retains 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.

The Employer, reserves and retains the right to change job assignments within shifts on a temporary basis to meet the needs of the institution.

4.4 Specifically for grievances involving Sections 4.2 and 4.3 of this Agreement, Step 3 of the Grievance Procedure shall be the County Administrator, and said grievances cannot be processed through the Public Employment Relations Commission or Arbitration.

5. EQUAL TREATMENT

5.1 The Employer agrees to comply with the mandatory provisions of relevant State and Federal laws prohibiting discrimination in the workplace.

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 of employees covered by this Agreement are County Correction Sergeant and County Correction Lieutenant.

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 classifications, the parties agree that they will consult with each other for the purpose of 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.

c. A minor discipline up to and including five days suspension shall be subject to this full grievance procedure except letters of reprimand which may only be grieved to the Step 2 below, which is the County Administrator. All other minor discipline up to and including five day suspension may be grieved through all steps, including arbitration.

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 or President shall take up the grievance or dispute with the Superintendent, Mercer County Jails, within fourteen (14) 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 is still unsettled, it shall be presented in writing to the County Administrator or his/her designee within the Department of Administration within five (5) days from receipt of the response of the department director. No later than ten (10) days after receipt of grievance, the County Administrator or his/her designee shall meet with the employee to discuss the grievance. The County

Administrator or his/her designee shall give an answer in writing no later than ten (10) days after meeting.

Step Three: If the grievance has not been satisfactorily resolved as Step Two, and the grievance involves a claimed breach, misinterpretation, or improper application of the terms of this Agreement, 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 Deleted

9.3 The Union and the Employer agree to give reasonable consideration to a request by the department director for meetings to discuss grievance 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 representative 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 Employer 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 (5) days at one time; suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15) days in one (1) 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 Three 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 Three of the Grievance Procedure.

11. RATES OF PAY

11.1 All Sergeants and Lieutenants shall be paid as follows. Any and all retroactive payments shall be determined and paid within a reasonable period of time. The pay for the Sergeants and Lieutenants during the term of this contract shall be as follows:

	<u>1/1/2005</u>	<u>1/1/2006</u>	<u>1/1/2007</u>	<u>1/1/2008</u>
Lt. First Step	\$85,521	\$88,728	\$92,055	\$95,507
Lt. Second Step	\$87,685	\$90,973	\$94,385	\$97,924
Lt. Top Step	\$90,483	\$94,329	\$98,338	\$102,517
Sgt. First Year	\$76,388	\$79,253	\$82,224	\$85,308
Sgt. Top Step	\$79,379	\$82,745	\$86,261	\$89,928

A Sergeant will be paid the first-year salary for 12 months from the date of his promotion until the anniversary date of his promotion to Sergeant, then will move to the regular Sergeant's pay.

A Lieutenant will be paid the First Step salary for 12 months from the date of promotion until the anniversary date of promotion to Lieutenant First Step then will move to Lieutenant Second Step for 12 months, then will move to Lieutenant Top Step.

For purposes of this Section, promotion shall include consecutive service in a provisional capacity prior to permanent appointment to Sergeant or Lieutenant respectively.

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 Paragraph 11.1 above.

11.4 Superior Correction officers having completed ten (10) years continuous service with Mercer County Department of Corrections shall receive a seven hundred (\$700) dollar stipend per year. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check.

11.5 Superior Correction Officers having completed fifteen (15) years of continuous service with Mercer County Department of Corrections shall receive an one thousand fifty dollar (\$1,050) per year. The stipend shall not count as earnings in the calculation of overtime payments. Payments shall be made on a prorated basis with each salary check.

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 day 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.

12.5 Any and all work performed beyond an employee's regular scheduled shift on a holiday shall be paid at the rate of double time. Therefore, any and all holiday overtime shall be paid at double time.

It is understood that nothing in this clause 12 shall require payment of overtime hours not worked.

12.6. Compensatory Time. When overtime is earned, then the employee, at his or her option, may elect to take compensatory time off, at the same one and one-half rate. No employee shall ever be forced to use his or her compensatory time off. Such compensatory time shall be utilized within 365 days (one (1) year) of the date on which it was earned. If the employee is unable to use the compensatory time within the 365-day period, then the employee shall be compensated for the time at the rate then in effect when the compensatory time is being paid, not at the rate it was earned at.

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 assignments 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 3:00 p.m. and 11:00 p.m. shall receive, in addition to their regular pay, an additional thirty cents (\$.30) per hour effective January 1, 1992.

14.2 Employees working on shifts of which the majority of working hours fall between 11:00 p.m. and 7:00 a.m. shall receive, in addition to their regular pay, an additional thirty-five cents (\$.35) per hour effective January 1, 1992.

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

15. INSURANCE AND RETIREMENT BENEFITS

15.1 The Employer 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 Employer 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 Employer agrees to provide Health/Medical insurance to eligible retired employees in accordance with the provisions of New Jersey statutes and regulations. Said Insurance will continue under any self-insurance program or independent carrier the Employer may choose.

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

15.4 The County agrees to provide a Prescription Drug Program to eligible employees and their eligible dependents; the premium costs for said program to be paid by the County. The level of benefits will be maintained at an equivalent or substantially similar level. Further, for the purpose of this Program, eligible employees shall be defined as all full-time permanent employees only. The schedule for co-payment and co-payment generic will be as follows:

Drug Type	1/1/05	1/1/06	1/1/07	1/1/08
Generic	\$2.00	\$4.00	\$4.00	\$4.00
brand	\$10.00	\$12.00	\$12.00	\$12.00

15.5 The Employer 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 86-580 adopted December 9, 1986. In no case shall any employee be paid in excess of eighteen thousand dollars (\$18,000) for accumulated, unused sick time at retirement.

15.6 The Employer 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. Eligibility for this program is limited to full-time permanent employees only.

15.7 Effective January 1, 1994, the County shall provide all employees covered under this Agreement with TB and hepatitis inoculations within nine months at no cost to employees, and thereafter pursuant to OSHA and other applicable laws and regulations. The county agrees to provide flu shots annually at no cost to employees.

15.8 Effective January 1, 2006, each active employee except those with single coverage shall have deducted from his or her salary \$22.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$17.00 per pay period deducted for such medical, dental and prescription drug insurance coverage.

Effective January 1, 2007, each active employee except those with single coverage shall have deducted from his or her salary \$24.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no other increase in health co-payment for the duration of the contract.

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, grandparent and grandchild of the employee, said employee shall be excused for a period of five (5) working days within seven (7) calendar days for bereavement purposes, commencing the day after date of death. 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 Employer reserves the right to request evidence of death of a family member and/or proof of living arrangement.

16.2 UNION BUSINESS DAYS - (a) 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 eighty (80) days during the two year term of 1996 and 1997, and forty-five (45) days for the year of 1998, and each year thereafter, for the aforementioned purposes.

(b) The Union President and/or his designees 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 to conduct intra-County Union Business such as disciplinary hearings, grievance representatives (including meeting with the Union Attorney), to prepare for contract negotiations, meetings with any County personnel, etc. Such authorization for time off shall not be unreasonably withheld and time off for days in this sub-paragraph (b) shall

not be charged against the 45 yearly PBA/SOA union business days set forth in paragraph (a) above.

16.3 Occupational Injury Leave - Any employee who is disabled due to an occupational injury or illness shall be granted a leave of absence with full pay for the period of time the employee is disabled. Such disability is to be determined by the County physician. Said leave of absence shall be limited to a maximum of one year from the date of injury or until temporary disability payment would have terminated, whichever is sooner. New Jersey Workers Compensation Law shall apply if the disability continues beyond one year.

Employees returning from authorized leaves will be restored to their original classification and shift at the then appropriate rate of pay with no loss of seniority or other rights 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 JTPA 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.

g. Sick Leave Buy Back - any employee who has used five (5) sick days or less in any calendar year shall have the option to sell up to five (5) sick days back to the County. Payment for such days shall be made during January of the following year.

h. Employees who have zero (0) days left, including accumulated sick days, shall be ineligible for voluntary overtime for a period of six (6) months after the day of their last sick leave call-off without pay. There shall be an exception for all employees who have used their accumulated sick days because of major illnesses, accidents, work disabilities, and other extenuating circumstances.

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 JTPA 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 Employer reserves the right to deny requests for personal days as conditions warrant but authorization shall not be unreasonably withheld.

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 Employer 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, Mercer County Jails, 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 of eight (8) 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.

18. CHILD CARE/MATERNITY LEAVE

18.1 A permanent employee covered by the terms of this Agreement shall be entitled to a leave shall be granted for a three (3) 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 (3) 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 6.4 (Sick Leave With Pay) and Article 18.1 (Maternity Leave Without Pay), a permanent 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.

18.3 The County and the Union Agree that the provisions of the Family Leave Act and Federal Family Medical Leave Act shall be abided during the term of the Agreement.

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	Veteran's 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 (a) 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.

19.2 (b) The following holidays will be observed on the actual date:

- (1) New Year's Day
- (2) Independence Day
- (3) Veteran's Day
- (4) Christmas Day

19.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer 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.

19.5 All time worked in addition to an employee's regularly scheduled shift on a holiday shall be paid at the rate of two (2) times the employee's regular hourly rate.

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, effective January 1, 2006:

- 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. From the completion of the fifteenth (15th) year to end of nineteenth (19th) year, twenty-five (25) working days.
- f. From beginning of twentieth (20th) year, thirty (30) working days.

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

20.4 The rate of vacation 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 part time and one-half per day and shall not lose vacation day or days.

20.6 A maximum of fifteen (15) vacation days, at the option of the employee, may be carried over from one calendar year into the succeeding calendar year, not to exceed twenty-five (25) vacation days. Approval to carry over vacation days will not be unreasonably withheld or denied.

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 letter 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 proceeding 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 figures 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 (a) Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$500 commencing with the first day of the first full pay period following five (5) years of continuous service, and employees having completed ten (10) years of continuous service will be paid \$900, following fifteen (15) years of continuous service employee will be paid \$1,350, after twenty years of continuous service the employee will be paid \$1,850, and after twenty years of continuous service the employee will be paid \$2,300. Longevity will be included in the officer's regular rate of pay for purposes of calculating his/her overtime rate. For all employees hired after the full execution of the Contract, "service" as that term is used herein shall pertain to service with the Mercer County Department of Corrections.

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 employee 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 therefore 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 AND 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 A committee of management and SOA members (to be selected by the SOA President) shall investigate the possibility of having a cleaning service in lieu of the terms of Section 22.3 below. The SOA committee shall have veto power if it does not agree to all of the final terms of the cleaning service. If the cleaning service is not implemented, the clothing maintenance allowance shall remain in place for all employees as described in Section 22.3.

22.3 The employer agrees to pay to each employee the sum of \$1,100 annually for 2005, \$1,150 for 2006, \$1,200 for 2007 and \$1,250 for 2008 to 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 employer. 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.

22.4 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 of 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

24.1 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 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 defense; and, unless unusual circumstances exist, no officer should be prosecuted by the Department for the alleged infraction of any rule if more than 45 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 invalid unless same is reduced to writing and incorporated into the Agreement.

27.

GENERAL PROVISIONS

27.1 Police Training Commission: The PTC-mandated training exercises, classes and/or any other requirements shall be observed and adhered to. All such training shall either be done during the officer's regular scheduled work shift or shall be paid at the rate of time and one-half.

27.2 Deleted

27.3 The provisions of this Agreement shall only apply to those employees in the Unit who are on the County payroll and actively at work in 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.

ACCESS TO PERSONNEL FILES

28.1 Any employee shall have the right to inspect his personnel folder after reasonable notice to the Superintendent or the Deputy Superintendent during normal office hours in the presence of a designated person by the County, an employee shall be allowed to inspect his personnel file no more than once per month.

28.2 Employees will be provided with a copy of material placed in their personnel folder. The employee shall be allowed to place in his folder a response to equal length of anything contained herein.

28.3 Any work performance evaluation shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form.

28.4 No document of anonymous origin shall be placed in any employee's file.

28.5 An employee may copy any and all documents and written material in his personnel file. The County will provide a copy machine for the employee to make the copies, or the County may make the copies for the employee.

28.6 When an employee's record is free from any disciplinary action for a period of one (1) year, any letters of reprimand or documents, or written counseling notices which express dissatisfaction with the employee's work performance or conduct in any manner in the employee's record shall not be used by the employer for any future disciplinary action in any manner.

28.7 Only those documents, writings, disciplinary notices, etc., which are contained in the employee's file shall be allowed to be used against the employee for any reason. Therefore, if a counseling notice, a notice of suspension, or any other writing which expresses any dissatisfaction with the employee's work performance or conduct is not contained in the employee's personnel file cannot be used in any manner against the employee for discipline or promotion, except the specifications and charges which are the subject matter of the discipline action which shall also be allowed to be used.

29.

S.O.A. PRESIDENT

29.1 At the option of the S.O.A. President, he or she may work the day shift from 7:00 a.m. to 3:00 p.m. Monday through Friday. If the S.O.A. President decides to work the day shift from Monday through Friday, then the S.O.A. President does not bid on the day shift Monday through Friday, but shall automatically be given the day shift Monday through Friday.

30. A RANDOM DRUG TESTING POLICY PURSUANT TO THE ATTORNEY
GENERAL GUIDELINES

30.1 The parties agree that employees will be subject to random drug testing pursuant to the New Jersey Attorney General Law Enforcement Drug Testing Policy which has last been revised June 2001.

31.

DURATION OF THE AGREEMENT

This Agreement shall become effective January 1, 2005 and shall remain in full force and effect until December 31, 2008. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail ninety (90) days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the expiration date. In the event that such notice is not given in a timely manner by either party, then either party can still request at a later date its desire to modify this Agreement.

This Agreement shall remain in full force and effect during the period of 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.

32.

RIGHTS OF EMPLOYEES

- a.) A union representative should be present when the written charges are given to an employee.
- b.) The charges should be given to the employee in private, not in front of an inmate.
- c.) An employee should be given copies of all reprimands.
- d.) All hearings should be when an employee is on duty, and the employee should be relieved of duty for his or her respective hearing. The employer should make the appropriate arrangements to make sure that an employee is able to attend his or her respective hearing, by allowing the employee to leave his or her assignment to attend the hearing.

- e.) Adjournments — Officers shall be granted no more than two adjournments for each disciplinary action. A request must be made in writing and received by the hearing officer at least twenty-four (24) hours prior to the hearing. The request must state the reason for the adjournment request. Officers will not be granted adjournments for vacation or personal time off which was requested after the Notice of a Hearing had been presented to the officer. Also, the County shall notify the employee and the PBA at least twenty-four (24) hours prior to the hearing that the hearing has been adjourned. A request less than twenty-four (24) hours prior to the hearing, based on sick time, must be accompanied by a doctor's note or be supplied later.

- f.) If and when discipline is ordered, and there is any suspension of up to 10 days, then an employee may use compensatory time, vacation time, personal days, etc., in lieu of being suspended without pay. The employee shall notify in writing the warden within seven (7) days of the employee being notified of the suspension of up to 10 days, that the employee wants to use the above days in lieu of being suspended without pay.

33.

MEALS

33.1 The parties have agreed that they will implement a food service for the officers in which the officers' meals are not prepared by inmates. If necessary, the officers will pay a higher rate to obtain the meals not prepared by inmates.

34.

LIGHT DUTY

34.1 Upon full execution of this contract, the Employer will issue a directive eliminating any future light duty for Superior Officers.

