

2-077 STORAGE

Mercer

11-00

Approved as to Form and Legality

Date Adopted:

*[Handwritten Signature]*

August 14, 1979

County Counsel

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE CONTRACT BETWEEN P.B.A. LOCAL 187 OF THE POLICEMEN'S BENEVOLENT ASSOCIATION (SHERIFF'S OFFICERS AND SHERIFF'S OFFICERS - SERGEANTS) AND THE COUNTY OF MERCER, UPON APPROVAL BY COUNTY COUNSEL. TWO (2) YEAR CONTRACT - JANUARY 1, 1979 TO DECEMBER 31, 1980

WHEREAS, P.B.A. Local 187 of the Policemen's Benevolent Association is the sole and exclusive bargaining agent for the Sheriff's Officers and Sheriff's Officer-Sergeants; and,

WHEREAS, it is in the best interest of the County of Mercer to execute the contract, a copy of which is annexed hereto and made a part hereof; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and they are hereby authorized to execute said contract between P.B.A. Local 187 of the Policemen's Benevolent Association, and the County of Mercer, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board forward a copy of this Resolution, together with a copy of the contract, to the County Administrator, Personnel Director, P.B.A. Local 187 of the Policemen's Benevolent Association, the Sheriff and to PERC (Public Employees Relations Commission), c/o Rutgers University.

I hereby certify this to be a true copy of the original.

*[Handwritten Signature]*

Mercer County Board of Freeholders Clerk to the Board

RECORD OF VOTE

FREEHOLDER	Aye	Nay	N.V.	A.B.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	A.B.	Res.	Sec.
Driver	X					✓	Sollami	X					
Gmitter	X						Watson	X					
Hedden	X				✓		Sigmund				X		
Howard	X												

X—Indicates Vote      A.B.—Absent      N.V.—Not Voting  
 Res.—Resolution Moved      Sec.—Resolution Seconded

RECEIVED  
MERCER COUNTY

JUL 27 10 06 AM '79

ADMINISTRATOR'S  
OFFICE

AGREEMENT

BETWEEN

THE COUNTY OF MERCER

AND

P.B.A. LOCAL 187

OF

THE POLICEMEN'S BENEVOLENT ASSOCIATION

RECEIVED  
MERCER COUNTY  
JUL 27 10 29 AM '79  
RD OF CHOSEN FREEHOLDERS  
S. J. H. A.

EFFECTIVE: January 1, 1979

EXPIRATION: December 31, 1980

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PREAMBLE

WHEREAS, this Agreement dated the 14<sup>th</sup> day of AUGUST, 1979, by and between the COUNTY OF MERCER, a body politic of the State of New Jersey and Gilbert W. Lugossy, Sheriff, Mercer County, hereinafter referred to as the "County" or "Employer"; and P.B.A. LOCAL 187, hereinafter referred to as "P.B.A.": and,

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 and/or the Sheriff, by the statutes of the State of New Jersey; and,

WHEREAS, it is in 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 the employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the County and to provide an orderly and prompt method for handling and processing grievances;

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

1,

RECOGNITION

1.1 The employer recognizes the P.B.A. 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", attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

2.

SECURITY

2.1 Upon receipt of a lawfully executed written authorization from an employee the County agrees to deduct the regular monthly P.B.A. dues of such employee from his pay and remit such deduction by the tenth (10) day of the succeeding month to the official designated by the P.B.A. in writing to receive such deductions. The P.B.A. will notify the County in writing of all exact amount of such regular membership dues to be deducted. This authorization shall remain in effect unless terminated by the employees upon written notice of withdrawal or by termination of his 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.

2.2 The P.B.A. agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action by the County under the provisions of this Article.

3.

WORK SCHEDULES AND/OR WORK SHIFTS

3.1 The regular work shifts will be determined by the County on January 1st of each year. The County reserves the right to adjust work schedules and/or work shifts upon reasonable notice to the employee. Work shifts shall consist of thirty-five (35) hours per week, or seven (7) hours per day excluding lunch.

The Sheriff shall have the right to designate each employees lunch hour on a day to day basis. However, the County shall make reasonable efforts to minimize the interference with an employee's lunch hour.

4.

OVERTIME

4.1 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) Daily - All work performed in excess of seven (7) hours in any work day;
- (b) All work performed on Saturdays and Sundays;
- (c) All work performed on holidays plus the regular day's pay.

4.2 Double time the employee's regular rate of pay shall be paid for any work in excess of 16 hours in any 24 hour period.

4.3 Overtime opportunities will be distributed as equally as possible among employees in the same job classification and department. It is understood that nothing in this clause shall require payment for overtime hours not worked.

4.4 Provision of meals for employees working overtime through a regularly scheduled meal time with the stipulation that the employee has worked four (4) hours overtime, or if the employee is called in on an emergency basis before his starting time and works through the regular meal hour at the rate of \$3.00, \$4.00 or \$7.00 for breakfast, lunch or dinner. On those occasions when an employee is assigned out of the County on a matter that requires his remaining outside of the County during lunch time he shall be reimbursed for lunch costs up to \$4.00.

4.5 On those occasions when an employee is assigned out of the County on a matter that requires his remaining for more than one day, he shall be entitled to one and one-half times his regular rate of pay for that portion of each day between the hours of 4:30 P.M. and 1:30 A.M. of the following morning. In addition, the employee, shall be allowed expenses for lodging and food not



to exceed \$60.00 per day.

4.6 Overtime pay shall be computed on the basis of the employee's base pay divided by 1,820 hours. Wherever practical, overtime shall be paid the pay period next following the reporting of the overtime work.

5.

CALL-IN TIME

5.1 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, except, 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.

If the employee's call-in-time work assignment and his regular shift overlap he shall be paid at least two (2) hours at the time and one-half rate.

6.

PAY SCALES OR RATES OF PAY

6.1 The 1979 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached, and the 1980 pay scales for all employees covered by this Agreement shall be as set forth in Appendix B attached.

6.2 During the terms of this Agreement the pay scales will not be changed unless by mutual consent of the County and the Union.

6.3 All employees covered by this Agreement, hired prior to January 1, 1978, shall have their salaries increased during calendar years 1979 and 1980 based upon the following scheduled:

- (a) Effective January 1, 1979, the new minimum as set forth in Appendix A (if applicable).
- (b) Effective January 1, 1979, six (6) percent on their base annual salary as of January 1, 1979.
- (c) Effective July 1, 1979, five (5) percent on their base annual salary as of June 30, 1979, not to exceed the maximum of the range as set forth in Appendix A.
- (d) Effective January 1, 1980, six (6) percent on their base annual salary as of December 31, 1979.
- (e) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.4 All employees covered by this Agreement, hired during the period January 1, 1978 through June 30, 1978, shall have their salaries increased during calendar years 1979 and 1980 based upon the following schedule:

- (a) Effective January 1, 1979, the new minimum as set forth in Appendix A.

- (b) Effective July 1, 1979, five (5) percent on their base annual salary as of June 30, 1979.
- (c) Effective January 1, 1980, the new minimum as set forth in Appendix B (if applicable).
- (d) Effective January 1, 1980, six (6) percent on their base annual salary as of January 1, 1980.
- (e) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.5 All employees covered by this Agreement, hired during the period July 1, 1978 through December 31, 1978, shall have their salaries increase during calendar years 1979 and 1980 based upon the following schedule:

- (a) Effective January 1, 1979, the new minimum as set forth in Appendix A.
- (b) Effective January 1, 1980, the new minimum as set forth in Appendix B.
- (c) Effective January 1, 1980, six (6) percent on their base annual salary as of January 1, 1980.
- (d) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.6 All employees covered by this Agreement, hired during the period January 1, 1979 through June 30, 1979, shall receive the minimum of their job classification as set forth in Appendix A, effective their date of hire, and shall have their salaries adjusted during calendar year 1980 based upon the following schedule:

- (a) Effective January 1, 1980, the new minimum as set forth in Appendix B.

(b) Effective July 1, 1980, five (5) percent on their base annual salary as of June 30, 1980, not to exceed the maximum of the range as set forth in Appendix B.

6.7 All employees covered by this Agreement, hired during the period July 1, 1979 through December 31, 1979, shall receive the minimum of their job classification as set forth in Appendix A, effective their date of hire, and shall have their salaries adjusted during calendar year 1980 based upon the following schedule:

(a) Effective January 1, 1980, the new minimum as set forth in Appendix B.

6.8 All employees covered by this Agreement, hired during the period January 1, 1980 through December 31, 1980, shall receive the minimum of their job classification as set forth in Appendix B, effective their date of hire.

6.9 Those Sheriff's Officers functioning in the capacity of Sergeants-at-Arms shall receive \$960 over and above their base salary for calendar years 1979 and 1980. Those Sheriff's Officers designated as Detectives per Appendix "B", and only while they continue to serve as Detectives, shall receive \$600 over and above their base salary for calendar years 1979 and 1980.

7.

INSURANCE AND RETIREMENT BENEFITS

7.1 The County agrees to provide insurance through the New Jersey Health Benefits Program to the employees and their families as defined in the program to be paid for employee and family by the County at no cost to the employee.

7.2 The County agrees to provide retirement benefits in accordance with applicable New Jersey Statutes.

7.3 On those occasions when an employee is required to use a regularly scheduled airline in the performance of his duties, the County shall provide flight insurance in the amount of \$50,000.

7.4 The County agrees to provide a \$1.00 co-payment Prescription Drug Program to all eligible employees in the unit in accordance with the contractual agreement between the County of Mercer and Blue Cross of New Jersey.

7.5 The County agrees to provide for the payment of accumulated and unused sick leave at the time of retirement of an eligible County employee in accordance with the provisions established by Resolution No. 76-405, adopted September 14, 1976.

7.6 The County agrees to supply to the P.B.A. copies of all existing or future liability or other insurance policies which affect said employees.

7.7 Effective January 1, 1980, the County agrees to provide a Dental Insurance Program to eligible employees and their families; the premium costs for said program to be paid for by the County.

8.1 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 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 of death or the day after date of death. In the event of the death of a grandparent, or grandchild not living in the household of the employee, said employee shall be excused for a period not to exceed one (1) day. 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 seven (7) hours pay for any one day.

8.2 UNION BUSINESS DAYS - An employee who is duly authorized in writing to be a representative of the P.B.A. shall be granted a leave of absence with pay for the time necessary to conduct P.B.A. business. The P.B.A. shall designate no more than four (4) employees to serve as P.B.A. representatives, who shall be allowed an aggregate of no more than thirty (30) days in any calendar year.

8.3 OCCUPATIONAL INJURY LEAVE - Any permanent employee who is disabled because of occupational injury or disease; shall be granted a leave of absence with full pay. Any amount of salary or wages paid to such an employee for disability leave, shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of six (6) months from the date of injury or illness, or until temporary disability compensation payments terminated, whichever is sooner. In the event that such disability shall as the result of an assault and/or battery committed against the employee by any person or persons in his custody or being pursued by the employee, then the maximum of six (6) months shall be extended to eighteen (18) months. Employees returning from

authorized leave of absence will be restored with no loss of seniority or other employee rights, privileges, or benefits.

Any temporary, provisional or CETA employee who is disabled as a result of occupational injury or illness shall not be entitled to a leave of absence with full pay as outlined above, but shall be covered by the provisions of the Workers' Compensation Law from date of injury or illness.

8.4 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, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance of the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in one-half day units.

(b) The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one 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 working day per month.

(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 7.5.



(f) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified prior to the employee's starting time or in conformance with department 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 the exposure to contagious disease a certification 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.

(g) Part-time temporary, part-time provisional, seasonal or hourly paid employees shall not be entitled sick leave.

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

8.5 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. Said leave shall not be taken unless seventy-two (72) hours prior notice thereof has been given to the employee's supervisor. In

the event of an emergency seventy-two (72) hours notice need not be given; however, authorization by the employee's supervisor shall be required. 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.

9.

NON-PAID LEAVES OF ABSENCE

9.1 Maternity leaves not to exceed six (6) months shall be granted at the request of a female employee. Maternity leaves may be extended or renewed for a period not to exceed six (6) months, upon the request of an employee.

9.2 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 four (4) months, whichever is lesser.

9.3 The County will grant leaves of absence to two (2) employees to accept full-time P.B.A. employment in conformance with Civil Service Rules and Regulations. Sixty (60) days notice shall be given to the County by an employee requesting such leave.

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

9.5 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 and vacation leave and longevity credits shall not accrue with exception of those on military leave.

10.

HOLIDAYS

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

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas (12/24/79)
Independence Day	Christmas Day
Labor Day	Day after Christmas (12/26/80)

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

10.2 Holidays enumerated in 10.1 above which fall on a Saturday shall be celebrated on the preceding Friday; holidays that fall on Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation time.

10.3 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.

11.

GRIEVANCE PROCEDURE

11.1 A grievance is defined as a dispute between the parties involving the application, meaning or interpretation of this agreement and shall be handled in the following manner in order to insure their fair and expeditious handling.

Step 1 - The P.B.A. grievance committeeman shall take up the grievance or dispute with the Sheriff within ten (10) days of its occurrence. The Sheriff shall then attempt to adjust the matter and shall respond to the committeeman, in writing, within three (3) working days.

Step 2 - If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing by the committeeman to the County Administrator or his designee within seven (7) days after the Sheriff's response is due. The County Administrator or his designee shall respond in writing to the P.B.A. president or his designated representative within three (3) working days.

Step 3 - If the grievance is still unsettled, the P.B.A. may, within three (3) days after the reply of the County Administrator or his designee is due, by written notice to the County Administrator or his designee, shall request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. 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 all parties; it being expressly understood that such binding arbitration is limited exclusively to disputes involving the application, meaning or interpretation of this Agreement.

11.2 The employer agrees to give reasonable consideration to a request by the P.B.A. for meetings to discuss grievance pending at Steps 1 and 2 above.

11.3 It is expressly understood that the County shall have the right to discipline or discharge any employee, however; the County agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause and that the Union shall have the right to grieve the outcome of any disciplinary action taken against any employee commencing with *Step 3* of the grievance procedure. It is expressly understood between the parties that this is the exclusive remedy available to employees so disciplined or discharged and that further, the employee waives all rights of appeal to the Civil Service Commission.

11.4 Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the P.B.A. 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.

11.5 The P.B.A. will notify the employer in writing of the names of its employees who are designated by the P.B.A. to represent employees under the grievance procedure. Two (2) of its employees so designated by the P.B.A. will be permitted to confer with other P.B.A. representative, during working hours without loss of pay, provided, however, all employees shall secure the permission of their immediate supervisor, which permission shall not unreasonably be withheld.

11.6 Representatives of the P.B.A. who are not employees previously accredited to the employer in writing by the P.B.A. 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 unreasonably be withheld.

12.1 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.

12.2 The employer and the P.B.A shall each designate a safety committee member and two (2) 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 alternate 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 P.B.A. 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.

13.

EQUAL TREATMENT

13.1 The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, P.B.A. membership or P.B.A. activities.

13.2 The County and the P.B.A. agree not to interfere with the right of employees to become or not to become members of the P.B.A. and further that there shall be no discrimination or coercion against any employee because of P.B.A. membership or non-membership.



14.

WORK RULES

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

15.

ANNUAL VACATION LEAVE

15.1 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.

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

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

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

(c) From beginning of sixth year to completion of tenth 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.

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

15.4 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.

15.5 An employee who is called back to work while on authorized vacation, shall be paid one day's pay in addition to regular day's pay and shall not lose vacation day or days.

15.6 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.

A maximum of ten (10) vacation days, at the option of the employee, may be carried over from calendar year 1980 into calendar year 1981 and each succeeding year thereafter.

All employees covered by this Agreement may elect, at his/her option, to carry over one (1) full year of vacation allowance into the next succeeding calendar year with the following stipulations: This option may only be exercised once during an employee's term of employment with the Sheriff's Office provided he/she has given the Sheriff a minimum of six (6) months notice of his/her intent to exercise this one-time vacation carry over option.

15.7 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.

15.8 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.

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

15.10 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.

16.

SHIFT PAY

16.1 Employees working on shifts of which the majority of working hours falls between 3:00 P.M. in the afternoon and 12:00 A.M. at night shall receive in addition to their regular pay, an additional fifteen (15) cents per hour.

16.2 Employees working on shifts of which the majority of working hours falls between 12:00 A.M. in the evening and 8:00 A.M. the following morning shall receive in addition to their regular pay, an additional twenty (20) cents per hour.

16.3 If an employee working either of the shifts referred to in paragraph 16.1 or 16.2 is entitled to premium pay, shift pay shall be paid in addition to said premium pay.

17.

LONGEVITY

17.1 Every full-time, permanent, classified employee shall be paid longevity payments on a prorated basis with each salary check during the year, and such longevity payment shall be considered in total with the salary for pension purposes.

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. 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 adoption of this Agreement.

18.

UNIFORM ALLOWANCE

18.1 The County agrees to provide each employee covered by the terms of this Agreement an initial uniform issue consisting of the following:

WINTER UNIFORM

Three (3) trousers  
Three (3) shirts  
Two (2) hats (1-felt, 1-fur)  
One (1) waist length jacket  
One (1) three-quarter length coat

SUMMER UNIFORM

Three (3) trousers  
Three (3) shirts  
One (1) hat

In addition to the above each officer will receive one (1) pair of uniform shoes, one (1) uniform belt and one (1) uniform tie. Any additional required uniform items shall initially be provided by the County.

It shall be the employee's responsibility to replace any uniform item and it shall further be the employee's responsibility to maintain their uniform in good order.

18.2 The employer shall pay to each employee an allowance of \$300 annually, which shall be used by the employee for the replacement and/or maintenance of his or her uniform or clothing. Said allowance will be paid in two (2) equal installments during the months of January and July. Employees hired after January 1st of the year will receive a prorated share based on the number of full months remaining in the calendar year of hire. The employees agree to provide a semi-annual report commencing January 1, 1975 on the expenditures of these funds on forms provided by the County per Appendix "C". The County has the right to enforce dress standards and all replacement parts for uniforms shall adhere to specifications established by the County.

18.3 The employer shall provide the required uniform to any employce attending police academy. Such uniform shall be returned to the County after use. The employer shall also provide books for classes.



19.

CLASSIFICATIONS AND JOB DESCRIPTIONS

19.1 The classification for employees covered by this Agreement are attached here to as Appendix A and by reference are made a part of this Agreement.

19.2 If during the term of this Agreement the County determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications 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.

19.3 If during the term of this Agreement, the County is required by the Department of Civil Service and/or by the decision of a Court of competent jurisdiction to establish new titles in the Civil Service Sheriff's Officer series, the County shall notify P.B.A. Local 187 in writing within 30 days of such notice or decision to reopen the contract for the specific purpose of negotiating salary ranges for the new titles.

19.4 In the event that the parties fail to agree to any provisions of Article 19, the matter will be referred to *Step 3* of the Grievance Procedure.

20.

SENIORITY

20.1 Seniority is defined as an employee's continuous length of service with the Sheriff's Office, beginning with the date of appointment as a permanent Civil Service employee, Sheriff's Officer.

20.2 The County 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 P.B.A. at their request.

20.3 The County shall promptly advise the appropriate P.B.A. representative of any changes which necessitate amendments to the seniority list.

21.

EXTRADITIONS

21.1 On those occasions when an employee is assigned to an extradition not requiring an overnight layover, said employee(s) shall be required to report to duty at the start of his/her next assigned shift or to report for duty ten (10) hours from his/her return from the trip and release of the prisoner to the proper authorities whichever occurs later.

22.

PERSONNEL RECORDS

22.1 Employees shall have the right to review their personnel files in the Sheriff's Office once each year. Employees shall also be entitled to a copy of any record contained in their file.

22.2 Letters of reprimand shall be deleted from an employee's personnel file 180 days from the date of the letter of reprimand.

23.

GENERAL PROVISIONS

23.1 The employer agrees to make available one (1) locked glass enclosed bulletin board in the Sheriff's Office.

The said bulletin board shall be used for posting the following notices: P.B.A. meetings, P.B.A. elections, P.B.A. election returns, P.B.A. appointments to office, P.B.A. recreational or social affairs and related law enforcement matters, with the approval of the Sheriff.

23.2 For the purposes of this Agreement the term "employee" shall mean those persons who have permanent Civil Service status with the County and who are on the County payroll on or after the date of execution of this Agreement.

23.3 The provisions of the Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on the date of the execution of this Agreement.

24.

SEPARABILITY AND SAVINGS

24.1 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.

25.

MANAGEMENT RIGHTS

25.1 The County retains and may exercise all rights, 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 P.B.A., all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the County.

26.

DURATION OF THE AGREEMENT

26.1 This Agreement shall become effective retroactive to January 1, 1979 and shall remain in full force and effect until December 31, 1980. It shall automatically be renewed from year to year thereafter unless either party shall notify the other by certified mail during the month of September 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 sixty (60) days prior to the expiration date.

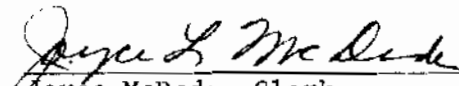
This Agreement shall remain in full force and effect during the period of the negotiations. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph. Such written notice shall be sent by certified mail prior to December 1, 1979.

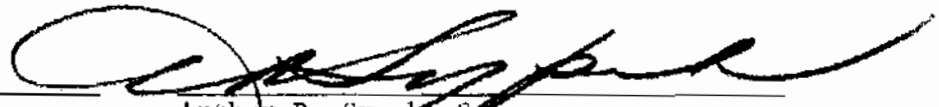


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 16<sup>th</sup> day of AUGUST, in the year of our Lord, One Thousand Nine Hundred and Seventy-nine.


ATTEST:

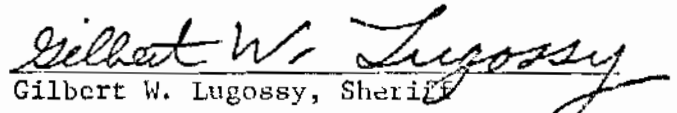
COUNTY OF MERCER

  
Joyce McDade, Clerk  
Mercer County Board of  
Chosen Freeholders

  
Arthur R. Sypek, Sr.  
County Executive

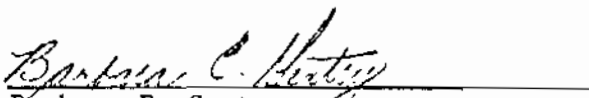
ATTEST:

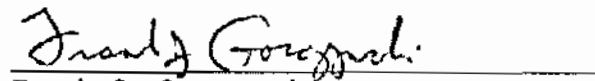
  
Paul Catanese  
Assistant County Counsel

  
Gilbert W. Lugossy, Sheriff

ATTEST:

P.B.A. LOCAL 187

  
Barbara E. Gentry  
Recording Secretary

  
Frank J. Gorczynski  
President

APPENDIX "A"

1979 SALARY RANGE

Sheriff's Officer	\$ 9,900	-	\$15,250
Sheriff's Officer-Sergeant	\$12,000	-	\$16,427

APPENDIX "B"

1980 SALARY RANGE

Sheriff's Officer	\$10,300	-	\$16,165
Sheriff's Officer-Sergeant	\$12,400	-	\$17,413

APPENDIX "B"

R. Alpaugh	F. Gorczynski
W. Burke	D. Hart
J. Chordas	A. Krisanda
A. Crivelli	H. Lenartowicz, Jr.
B. DiStefano	R. Pownall
D. Shiarappa	