

# 140

**AGREEMENT  
BETWEEN  
THE MERCER COUNTY SHERIFF  
AND  
PBA LOCAL NO. 187**

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**EFFECTIVE JANUARY 1, 1994 THROUGH DECEMBER 31, 1995**

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**LOCCKE & CORREIA P.A.  
24 Salem Street  
Hackensack, NJ 07601  
(201) 488-0880**

## INDEX

<b>ARTICLE</b>		<b><u>PAGE</u></b>
	PREAMBLE	1
1	RECOGNITION	2
2	UNION SECURITY	3
3	WORK SCHEDULES	4
4	OVERTIME	5
5	PAY SCALES OR RATES OF PAY	7
6	CALL IN TIME	9
7	INSURANCE AND RETIREMENT BENEFITS	10
8	PAID LEAVES OF ABSENCE	12
9	NON PAID LEAVES OF ABSENCE	16
10	CHILD CARE/MATERNITY LEAVE	17
11	SENIORITY	18
12	HOLIDAYS	19
13	GRIEVANCE PROCEDURE	20
14	DISCIPLINE/DISCHARGE	22
15	SAFETY AND HEALTH	23
16	EQUAL TREATMENT	24
17	WORK RULES	25
18	ANNUAL VACATION LEAVE	26
19	SHIFT PAY	29
20	LONGEVITY	30
21	UNIFORM ALLOWANCE	31
22	CLASSIFICATIONS AND JOB DESCRIPTIONS	33
23	EXTRADITIONS	34
24	PERSONNEL RECORDS	35
25	OUTSIDE EMPLOYMENT	36
26	MANAGEMENT RIGHTS	37

**INDEX (cont.)**

<b>27</b>	<b>BILL OF RIGHTS</b>	<b>38</b>
<b>28</b>	<b>PERSONNEL FILES</b>	<b>43</b>
<b>29</b>	<b>LEGAL AID</b>	<b>45</b>
<b>30</b>	<b>GENERAL PROVISIONS</b>	<b>47</b>
<b>31</b>	<b>ORAL MODIFICATION</b>	<b>48</b>
<b>32</b>	<b>SEPARABILITY &amp; SAVINGS</b>	<b>49</b>
	<b>TERM AND RENEWAL</b>	<b>50</b>
	<b>SIGNATURE PAGE</b>	<b>51</b>
	<b>SALARIES - APPENDIX A</b>	<b>52</b>

**PREAMBLE**

This Agreement, dated September 8, 1994, between THE COUNTY OF MERCER, a body politic of the State of New Jersey, Samuel J. Plumeri, Jr., Sheriff, hereinafter referred to as the "Employer", and P.B.A. LOCAL 187, hereinafter referred to as the "Union".

WHEREAS, the County has voluntarily endorsed the practices and procedure 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 Sheriff by the statutes of the State of New Jersey; and

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

WHEREAS, the Employer and the Union entered into an Agreement on Sept. 8, 1994 which Agreement was approved by the Board of Chosen Freeholders of the County of Mercer.

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

**1. RECOGNITION**

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

## **2. UNION SECURITY**

**2.1** Upon receipt of a fully executed written authorization from an employee, the Employer agrees to deduct the regular union dues of such an employee from his pay and remit such deduction by the tenth (10th) day of the succeeding month to the official designated by the Union in writing to receive such 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 who must give written notice of such cancellation (notice of withdrawal) to the Employer and the Union. Such termination of dues deductions will take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

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

**3. WORK SCHEDULES**

**3.1** The regular work shifts will be determined by the Employer on January 1 of each year. The Employer 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.

**3.2** Except in unforeseeable emergencies, all employees shall receive their respective lunch hour within one (1) hour of the mid point of their respective shifts.

#### **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.** All work performed in excess of thirty-five (35) hours in any work week.
- b.** All work performed on Saturdays and Sundays
- c.** All work performed on authorized 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 sixteen (16) hours in any twenty-four (24) hour period.

**4.3** 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.

**4.4** 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.

**4.5** Whenever possible overtime opportunities shall be made equally available to all bargaining unit members. The PBA shall be permitted to review the overtime distribution records on a quarterly basis.

**4.6** Provision of meals for employees working overtime through 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 \$5.50, \$7.50, or \$14.00 for breakfast, lunch or dinner respectively. 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 \$7.50.

4.7 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/she shall be allowed expenses for lodging and food as per existing policy.

4.8 Overtime pay shall be computed on the basis of the employee's base pay divided by 1827 hours. Wherever practical, overtime shall be paid the pay period next following the reporting of the overtime worked.

4.9 In the event that an employee is absent from duty without pay or absent from duty on sick leave with pay, said employee shall not be eligible to work an overtime assignment until such time as he/she has returned to work and worked a minimum of one regularly scheduled shift.

**5. PAY SCALES OR RATES OF PAY**

**5.1** The rates of pay for all employees covered by this Agreement shall be as set forth in **Appendix A** annexed.

**5.2** During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and the Union.

**5.3** The salary package for calendar years 1994 and 1995 shall be as set forth at **Appendix A** annexed.

**5.4.** There shall be established a rank differential on the pay scale of 8% at the rank of sergeant effective January 1, 1994. Effective January 1, 1995 the rank differential for sergeant shall be 10% over the maximum step of Sheriff's officer.

**5.5** Those Sheriff's Officers functioning in the capacity of Senior Officer shall receive the annual sum of \$500 over and above their base salaries. Those Sheriff's Officers designated as Detectives or Process Servers and only while they continue to serve as Detectives or Process Servers shall receive the annual sum of \$600 over and above their base salaries.

**5.6** Any officer who performs work in the capacity of Sheriff's Officer Sergeant shall receive the higher rate of pay for such work for the time it is performed. Those officers designated as Acting Sheriff's Officer Sergeants shall receive the Sheriff's officer Sergeant rate of pay.

**5.7** Sheriff's Officers having completed ten (10) years continuous County law enforcement service shall receive an annual Three Hundred Twenty-Five (\$325.00) dollar

stipend. Effective January 1, 1995 said annual stipend shall increase to Four Hundred (\$400.00) Dollars. 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.

5.8 Sheriff's officers having completed fifteen (15) years of continuous County law enforcement service shall receive an annual five hundred Seventy-Five (\$575.00) dollar stipend. Effective January 1, 1995 said annual stipend shall be Six Hundred Fifty (\$650.00) Dollars. 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.

**6. CALL-IN-TIME**

**6.1** 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.

When an employee's call-in time work assignment and his regular shift overlap, said employee shall not be paid two (2) hours overtime in addition to his regular day's pay but shall be paid in the following manner:

- a. Time and one-half the employee's regular hourly rate of pay for the first two (2) hours worked.
- b. For the balance of the employee's regularly scheduled shift, he shall be compensated at his regular hourly straight time rate of pay.

## **7. INSURANCE AND RETIREMENT BENEFITS**

**7.1** The County agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide identical or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the county except that in the election of the Health Maintenance Organization Medigroup 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.

The County agrees that in the event they elect to withdraw from the New Jersey State Health Benefits Program that any plan changes affecting the current level of benefits (i.e. the imposition of caps or increased deductions) shall be negotiated with the union prior to implementation.

Effective January 1, 1994 there shall be a co-payment provision for health benefits for active employees with the following provisions:

- a. The maximum deduction shall be ten (\$10.00) dollars per bi-weekly pay check.
- b. The employer shall not deduct a co-payment as provided above in more than 24 pays per year.
- c. Retiree health coverage is not affected by the co-payment provision.

**7.2** The Employer 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 Employer shall provide flight insurance in the amount of \$100,000.

7.4 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. Further, for the purpose of this Program, eligible employees shall be defined as all full time permanent employees only. The prescription co-payment shall be Two (\$2.00) Dollars for generic drugs and Five (\$5.00) for brand name drugs.

7.5 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 8, 1986. Employees covered by this Agreement shall have a sick leave maximum at retirement of \$18,000 effective January 1, 1994.

7.6 The employer agrees to supply to the Union copies of all existing or future liability or other insurance policies which affect said employees.

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

## **8. PAID LEAVES OF ABSENCE**

**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 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 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 of any such days of excused absence which occur during his normal work week, but in no event no more than seven (7) hours pay for one day.

**8.2 Union Business Days.** An 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.

**8.3 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.

**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, 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. 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 1 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 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 entitled, "Insurance and Retirement Benefits", Paragraph 7.5

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

(1) The Employer 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 Employer 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 Employer of the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitation and that his return will not jeopardize the health of other employees.

(4) All employees who have been absent from work for personal medical reasons for a period of five (5) or more consecutive work days shall be required to submit medical documentation as proof of illness. Said employees shall also be required to submit medical documentation as proof of illness. Said employees shall also be required to be examined by the County physician and certified as fit to return to work prior to their actual return to work.

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

h. Sick leave credits shall continue to accrue while an employee is on leave without pay except active military leave.

8.5 Personal Leave. All permanent employees covered by the provisions of this Agreement shall be entitled to three (3) days per year leave of absence with pay for personal business which may be taken in one-half day units. Said leave shall not be taken unless seventy-two (72) hours notice thereof has been-given to the employee's supervisor. In the event of an emergency, said 72 hours notice need not be given; however, authorization by the employee's supervisor shall be required. The Employer 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** An employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency for a period not to exceed the probationary period for such position, or a period of four (4) months, whichever is lesser.

**9.2** The Employer will grant leaves of absences to two (2) full-time employees to accept full-time Union employment in conformance with Civil Service Rules and Regulations. Sixty (60) days notice shall be given to the Employer by an employee requesting such leave.

**9.3** All other leaves of absence without pay shall be at the discretion of the Employer.

**9.4** Employees returning from authorized leaves of absences as set forth above will be restored to their original classifications 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 and clothing allowances credits shall not accrue except for those on military leave.

**10. CHILD CARE/MATERNITY LEAVE**

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

**10.2** Notwithstanding the provisions of Article 8.4 (Sick Leave with Pay) and Article 10.1 (Maternity Leave without Pay), a permanent female employee covered by the terms of this Agreement shall be entitled to a Leave without Pay for child care purposes for a period of one year. 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 one year period.

**11. SENIORITY**

**11.1** 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.

**11.2** The Employee 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.

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

**11.4** In the event that the employer initiates a multiple shift system then the shift positions shall be bid by seniority.

**12. HOLIDAYS**

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

<b>New Year's Day</b>	<b>Labor Day</b>
<b>Martin Luther King's Birthday</b>	<b>Columbus Day</b>
<b>Lincoln's Birthday</b>	<b>General Election Day</b>
<b>Washington's Birthday</b>	<b>Veteran's Day</b>
<b>Good Friday</b>	<b>Thanksgiving Day</b>
<b>Memorial Day</b>	<b>Day after Thanksgiving</b>
<b>Independence Day</b>	<b>Christmas Day</b>

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

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

**12.3** 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 workday before and after the holiday, or if absent, such absence must be authorized.

### **13. GRIEVANCE PROCEDURE**

**13.1** 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 ensure their fair and expeditious handling.

**Step One:** The Union 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 Two:** If the grievance has not been settled to the union'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 Union president or his designated representative within three (3) working days.

**Step Three:** If the grievance is still unsettled, the Union 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 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.**

**13.2** The Employer agrees to give reasonable consideration to a request by the Union for meetings to discuss grievance pending at Step One and Two above.

**13.3** Expenses for the arbitrator's services and the proceedings shall be paid by the losing party to the arbitrator. However, each party shall be responsible for compensating its own representatives, witnesses and attorney. 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.

**13.4** 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. Two (2) of its employees so designated by the Union will be permitted to confer with other Union representatives, during working hours without loss of pay, provided, however, all employees shall secure the permission of their immediate supervisor, which permission shall not be reasonably be withheld.

**13.5** 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, provided, however, they first obtain permission to do so from the employee's department director or his designated representative, permission for which shall not be unreasonably withheld.



## **14. DISCIPLINE/DISCHARGE**

**14.1** 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 employees covered by the terms of this Agreement without just cause.

**14.2** 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 a time; suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15) days required to exercise his statutory right of appeal to the Civil Service Commission and shall preclude 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 14.2(a) above, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step III of the Grievance Procedure.

c. The Union, in behalf of a provisional employee against whom any disciplinary action has been taken, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step III of the Grievance Procedure.

## **15. SAFETY AND HEALTH**

**15.1** 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 ensure their safety and health. When such materials are issued, they shall be used.

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

**15.3** Hepatitis inoculations shall be available to all bargaining unit members.

**15.4** AIDS tests and TB tests shall be available on demand.

**16. EQUAL TREATMENT**

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

**16.2** 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 employees because of Union membership or non-membership.

**17. WORK RULES**

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

**17.2** All employees covered by this Agreement will receive a Sheriff's Rule Book. The employee is responsible for the replacement of the Rule Book, unless the employer contributed to the need for replacement.

**17.3** Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

**18. ANNUAL VACATION LEAVE**

**18.1** 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.

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

- a. One (1) working day of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5), twelve (12) working days.
- c. From the beginning of the sixth year to completion of tenth (10th) year, fifteen (15) working days.
- d. From beginning of eleventh year to completion of fifteenth year, twenty (20) working days.
- e. After completion of fifteenth year, twenty-five working days.

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.

**18.3** 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 payday immediately preceding his vacation period.

**18.4** 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.

18.5 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 accrued over into the next succeeding year. A maximum of ten (10) vacation days at the option of the employee, may be carried over from one calendar year into the succeeding calendar year.

All employees covered by this Agreement may elect, at his 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 the employee's term of employment with the Sheriff's Office provided he has given the Sheriff a minimum of six (6) months notice of his intent to exercise this one-time vacation carry over option.

18.6 A permanent employee who returns from military services is entitled to full vacation allowance for the calendar year of return and for the year receding, provided the latter can be take during the year of return.

18.7 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation 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 an employee covered by this Agreement 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.

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

**18.9** 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.

**19. SHIFT PAY**

**19.1** Employees working on shifts on which the majority of working hours fall between 3:00 p.m. and 12:00 midnight shall receive in addition to their regular pay an additional thirty (30¢) cents per hour.

**19.2** Employees working on shifts of which the majority of working hours shall fall between 12:00 midnight and 8:00 a.m. shall receive in addition to their regular pay an additional thirty-five (35) cents per hour.

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



**20. LONGEVITY**

20.1 Every full time, permanent, classified employee 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.

20.2 The annual longevity benefit shall be based upon years of completed service.

The benefit shall be as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>ANNUAL LONGEVITY</u>
5 YEARS	\$ 300.00
10 - 14 YEARS	\$ 900.00
15 - 19 YEARS	\$1,350.00
20 - 24 YEARS	\$1,750.00
25 YEARS OR MORE	\$2,200.00

20.3 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 period 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 contract.

## **21. UNIFORM ALLOWANCE**

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

<u>Winter Uniform:</u>	Three (3) trousers Three (3) shirts Two (2) hats, (1 felt, 1 fur) One (1) waist length jacket One (1) three quarter length coat
<u>Summer Uniform:</u>	Three (3) trousers Three (3) shirts One (1) hat

In addition to the above, each officer will receive a \$40.00 shoe allowance, one (1) uniform belt and one (1) tie. Any additional requirement uniform 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 his uniform in good order.

21.2 The employer shall pay to each employee an annual uniform allowance in the amount of \$500. This allowance 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 by January 15th and July 15th. Employees hired after January 1 of the year will receive a prorated share based on the number of full months remaining in the calendar year of hire. The employer has the right to enforce dress standards and all replacement parts for uniforms shall adhere to specifications established by the Employer.

21.3 The Employer shall provide two (2) wash and wear uniforms to any employee attending police academy. Such uniform shall be returned to the County after use. The Employer shall also provide books for classes.

21.4 The Employer agrees that in the event of a change in uniform style, the initial issue will be provided at the cost of the employer.

21.5 The parties agree to meet to discuss the elimination of the uniform allowance to be replaced by the employer providing cleaning services and replacement. This change shall only be implemented if mutually agreeable to the parties.

**22. CLASSIFICATIONS AND JOB DESCRIPTIONS**

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

**22.2** If during the term of this Agreement the Employer 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 toward arriving at a mutually acceptable determination, including the rate of pay thereof, prior to such changes being made effective.

**22.3** If, during the term of this Agreement, the Employer is required by the Department of Civil Service and/or by the decision of the court of competent jurisdiction to establish new titles in the Civil Service Sheriff's Office series, the Employer shall notify the Union 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.

**22.4** In the event that the parties fail to agree to any provisions of this Article, the matter will be referred to the Article herein entitled, "Grievance Procedure", Step III.

## **23. EXTRADITIONS**

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

**23.2** For the purpose of this Article, any extradition requiring travel in excess of 400 miles round trip by automobile or 1,000 miles by round trip by air shall be scheduled for an overnight layover.

**24. PERSONNEL RECORDS**

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

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

**25. OUTSIDE EMPLOYMENT**

**25.1** Any employee covered by the provisions of this Agreement shall be entitled to hold outside employment provided, however, that all relevant details regarding this other employment is submitted in writing to the Sheriff for his approval and further that said approval by the Sheriff shall not be unreasonable withheld.

## **26. MANAGEMENT RIGHTS**

**26.1           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 between the Employer and the Union, all such rights, powers, authority, prerogatives, or 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 Employer.**



## **27. BILL OF RIGHTS**

In order to safeguard fundamental rights of Sheriff's Officers employed by the County of Mercer, it is agreed that:

**27.1** 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 engaged in said political activities. As employed herein, the term "law enforcement officer" shall mean any member of the Mercer County Sheriff's Department.

**27.2** 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 the form of the Notification of Complaint attached hereto, for alleged malfeasance, misfeasance, nonfeasance of official duty, with a view toward possible disciplinary action, demotion, dismissal of criminal charges, the following minimum standards shall apply:

a. Any formal interrogation of a law enforcement officer, whether as a subject of the investigation or as a witness, shall take place at the location designated by the investigatory officer, except it shall not be conducted at the law enforcement officer's home unless the home is specifically involved in the complaint, and preferably when the employee is on duty. A member of the Department shall be compensated for lost time accruing from investigations in accordance with existing Department policy. The question 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 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 complaints; 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 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 way 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 Paragraph 27.2 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.

**27.3** All investigations against law enforcement officers shall be conducted expeditiously. At least two (2) months after the commencement of such investigation,

as determined by the date that the Notification of Complaint is served upon the officer, the officer, if he so requests, is to be informed of the status of the pending investigation. If charges are to be brought against the officer, they should be brought as promptly as possible to ensure that no unnecessary delay occurs which might prejudice the officer's defense; and, unless unusual circumstances exist, no officer should be prosecuted by the Department for the alleged infraction of any rule if more than 90 days transpire between the date the Sheriff or appropriate superior officer 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.

27.4 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 Sheriff. Permission should not be unreasonably denied.

27.5 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 test to determine the truthfulness of any statement as part of any investigation or as a condition of employment.

**27.6** 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.

**27.7** No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of the two (2) circumstances exist: (1) Where the employer has reasonable suspicion to suspect that there is a job related individualized impact with respect to the specific employee being tested. (2) Where the urinalysis or blood testing is done as part of a bona fide annual physical examination which is done for the entire Sheriff's Office.

**27.8** Under no circumstances shall the employer offer or direct the taking of a polygraph or voice print examination for any employee covered by this Agreement.

**27.9** At any time a member of the bargaining unit is disciplined then the PBA President shall be advised of said discipline and shall further be advised of the results of same.

**27.10** Under no circumstances shall disciplinary charges be filed more than 45 days after the event which gave rise to the charge. In the event of prosecutor's office action then the 45 day time period shall commence with the final disposition of the matter by the prosecutor's office.

## **28. PERSONNEL FILES**

**28.1** A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Sheriff and may be used for evaluation purposes by the Sheriff, Governing Body.

Upon advance notice and at reasonable times, any member of the Union may at any time review his personnel file. However, this appointment for review must be made through the Sheriff or his designated representatives.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that matter to appropriate disciplinary action.

Each employee shall be supplied with a written certification from the employer, during the month of November of each year, which shall state the number of

accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the officer.

## **29. LEGAL AID**

**29.1** The employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incident in the line of duty. This shall not be applicable in any disciplinary or criminal proceeding instituted against the employee by the employer. Notification of an attorney shall be provided promptly to the employee involved.

**29.2** Whenever an employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his/her duties, the employer, shall provide said employee with necessary means for the defense of such action or proceeding, other than for his/her defense in a disciplinary proceeding instituted against him/her by the employer, or in a criminal proceeding instituted as a result of a complaint on behalf of the employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the employer shall be dismissed or finally determined in favor of the employee, he/she shall be reimbursed for the reasonable expense of his/her defense.

**29.3** Except as otherwise provided by law, no employee covered by this Agreement shall be removed from his office, employment or position for political reasons or for any cause other than incapacity, misconduct, or disobedience of rules and regulations established, nor shall such employee be suspended, removed, fined or reduced in rank from or in office, employment or position therein, except for just cause as hereinbefore provided and then only upon a written complaint setting forth the charge



or charges against such employee. Said complaint shall be served upon the employee so charged, with notice of a designated hearing thereon by the proper authorities, which shall be not less than fifteen (15) nor more than thirty (30) days from date of service of the complaint. A failure to comply with said provisions as to the service of the complaint shall require a dismissal of the complaint. No complaint or departmental charge shall be filed more than 45 calendar days after the event or occasion upon which the charge is based.

## **30. GENERAL PROVISIONS**

**30.1** The employer agrees to make available one locked glass enclosed bulletin board in the sheriff's Office.

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

**30.2** 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.

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

**30.4** The current practice of the employer providing a PBA Office and equipment shall continue. The Union agrees to pay the cost of telephone installation and the attendant monthly charges.

**30.5** The employer agrees to compensate those Sheriff's Officers whose personal property is damaged in the performance of their official duties to include eyeglasses, watches, clothing and private automobiles. Said compensation shall be reduced and mitigated by normal depreciation factors, and any insurance benefits payable to an Officer for his loss shall represent pay in full for the sustained loss. Any covered loss will be compensated promptly.

**31. ORAL MODIFICATION**

**31.1** This Agreement is intended to encompass the entire understanding between the parties. Any modification must be formalized in writing and signed by the parties to the Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into this Agreement.

## **32. SEPARABILITY AND SAVINGS**

**32.1** 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 provision of this Agreement shall remain in full force and effect for the duration of this Agreement.

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

**33. TERM AND RENEWAL**


**33.1** This Agreement shall have a term from January 1, 1994 through December 31, 1995. If the parties have not executed a successor agreement by December 31, 1995, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

**33.2** The retroactive effect of this contract applies only to those in the employ of the Sheriff/County as of the date of the execution of this agreement, with the sole exception of persons who died or retired since January 1, 1994.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 4th day of October 1994.

ATTEST:

  
CATHERINE D. COSTANZO, Clerk

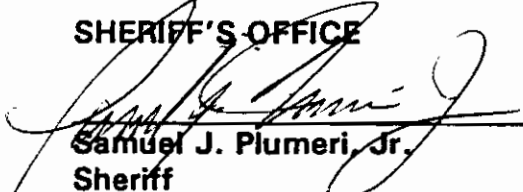
COUNTY OF MERCER:

  
Samuel J. Plumeri, Jr.  
Sheriff

ATTEST:

\_\_\_\_\_

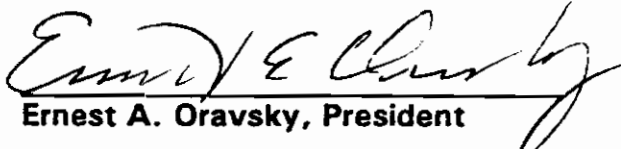
SHERIFF'S OFFICE

  
Samuel J. Plumeri, Jr.  
Sheriff

ATTEST:

  
Ernest A. Oravsky, President

P.B.A. LOCAL 187

  
Ernest A. Oravsky, President

**APPENDIX A**

	<b><u>EFF.</u></b> <b><u>1/1/94</u></b>	<b><u>EFF.</u></b> <b><u>7/1/94</u></b>	<b><u>EFF.</u></b> <b><u>1/1/95</u></b>	<b><u>EFF.</u></b> <b><u>7/1/95</u></b>
<b>1</b>	<b>\$24,957</b>	<b>\$25,331</b>	<b>\$26,281</b>	<b>\$26,741</b>
<b>2</b>	<b>27,011</b>	<b>27,416</b>	<b>28,444</b>	<b>28,942</b>
<b>3</b>	<b>29,065</b>	<b>29,501</b>	<b>30,607</b>	<b>31,143</b>
<b>4</b>	<b>30,804</b>	<b>31,266</b>	<b>32,438</b>	<b>33,006</b>
<b>5</b>	<b>32,859</b>	<b>33,352</b>	<b>34,602</b>	<b>35,208</b>
<b>6</b>	<b>34,378</b>	<b>34,894</b>	<b>36,202</b>	<b>36,836</b>
<b>7</b>	<b>36,966</b>	<b>37,520</b>	<b>38,927</b>	<b>39,608</b>
<b>8 (MAX)</b>	<b>41,600</b>	<b>42,224</b>	<b>43,807</b>	<b>44,574</b>
<b>SERGEANT</b>	<b>44,928</b>	<b>45,602</b>	<b>48,188</b>	<b>49,031</b>