

*[Handwritten Signature]*  
County Counsel

December 13, 1977

COUNTY EXECUTIVE AND CLERK TO THE BOARD  
AUTHORIZED TO EXECUTE CONTRACT WITH PROSECUTOR'S  
DETECTIVES AND INVESTIGATORS UNIT FOR CALENDAR  
YEAR 1977.

WHEREAS, the Prosecutor's Detectives and Investigators Unit is the sole and exclusive bargaining agent for the Prosecutor's Detectives and Investigator's Unit; and,

WHEREAS, negotiations have been conducted resulting in a contract between the Prosecutor's Detectives and Investigators Unit and the County of Mercer; and,

WHEREAS, it is in the best interests of the County of Mercer to enter into a contract with the Prosecutor's Detectives and Investigators Unit for the Calendar Year 1977, a copy of which is annexed hereto and made part hereof; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board of Chosen Freeholders are hereby authorized to execute the annexed contract between Prosecutor's Detectives and Investigators Unit 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 the contract to Mr. Daniel Mennella, County Administrator, Mr. Jerry Guadagno, Personnel Director, the Prosecutor's Detectives and Investigators Unit, and the Prosecutor.

BY: Mr. Hedden

*[Handwritten Signature]*  
Clerk of 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					
Hedden	X				✓		Tighue	X					✓
Howard	X						Watson	X					
Sigmund	X												

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

AGREEMENT

between

THE COUNTY OF MERCER

and

PROSECUTOR'S DETECTIVES AND INVESTIGATORS UNIT

Effective: January 1, 1977

Expires: December 31, 1977

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PREAMBLE

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

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

Whereas, it is 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 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;

This Agreement dated \_\_\_\_\_, between the COUNTY OF MERCER, a body politic of the State of New Jersey, hereinafter referred to as "County" and PROSECUTOR'S DETECTIVES AND INVESTIGATORS UNIT, HEREINAFTER REFERRED TO AS THE "UNION", and

Whereas, the County and the Union entered into an Agreement on \_\_\_\_\_, which agreement was approved by the Board of Chosen Freeholders of Mercer County.

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

1.

RECOGNITION

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

2.

MANAGEMENT RIGHTS

2.1 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 Union, 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.

3.

WORK SCHEDULES

3.1 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive.

3.2 Work schedules and the starting time of work shifts shall be determined by the Prosecutor and in emergency situations may be changed at the discretion of the Prosecutor.

4.1 All employees covered by this Agreement, with the exceptions as set forth in 4.2 below, will be granted compensatory time off, on an hour for hour basis, for all overtime hours worked.

4.2 A maximum of fifteen (15) positions will be assigned to the Homicide, Rape Task Force and Special Investigations Unit. Those employees in the unit that are assigned to these fifteen (15) positions will be paid a maximum of \$1,200 annually, pro-rated throughout the year on a bi-weekly basis, in lieu of overtime payments. Those employees assigned to these positions will receive said payments only while they continue to be assigned to those positions in the units noted above. Compensatory time will be granted to employees assigned to these units after the first 100 overtime hours the employee has worked, on an hour for hour basis. In the event that a member of the Homicide, Rape Task Force or Special Investigations Unit is transferred to a non-overtime status position and has accumulated overtime hours in excess of the pro-rated payments received, said individual will be granted compensatory time off on a pro-rated hour for hour basis for the difference between the total amount of overtime hours worked and the total amount of pro-rated payments received. For the purpose of calculating this difference, an overtime rate of \$12.00 per hour will be used.

Personnel assigned to the fifteen (15) positions in those units noted above must guarantee 100 overtime hours during each calendar year to satisfy the \$1,200 annual payment. An overtime rate of \$12.00 per hour will be used for the purpose of satisfying this condition.



PAY SCALES AND RATES

5.1 The 1977 pay scales for all employees covered by this Agreement shall be as set forth in Appendix A attached.

5.2. During the term of this Agreement, the pay scales will not be changed unless by mutual consent of both parties.

5.3 All employees covered by this Agreement who were hired prior to July 1, 1976 shall have their salaries increased during calendar year 1977 based upon the following schedule:

(a) Effective January 1, 1977, \$400 on their base annual salary as of December 31, 1976.

(b) Effective July 1, 1977, five (5) percent on their base annual salary as of June 30, 1977, not to exceed the maximum of the range as set forth in Appendix A.

5.4 All employees covered by this Agreement who were hired on or after July 1, 1976 shall go to the new minimum as set forth in Appendix A, effective January 1, 1977. \*

\* Investigator Stephen A. Agocs who was hired July 1, 1976 at a base annual salary of \$15,000 shall receive a \$400 increase effective January 1, 1977 to bring his base annual salary for calendar year 1977 to \$15,400.

6.

INSURANCE AND RETIREMENT BENEFITS

6.1 The County agrees to provide Hospital/Medical insurance through the New Jersey State Health Benefits Program to eligible employees and their families as defined in the amended program and set forth in the Group Insurance contracts issued to the State Health Benefits Commission.

6.2 The County agrees to provide Hospital/Medical insurance to eligible retired employees in accordance with the provisions of Chapter 88, Public Law of 1974.

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

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

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

PAID LEAVES OF ABSENCE

7.1 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 day after date of death. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week, but in no event more than seven (7) hours pay for any one day.

7.2 OCCUPATIONAL INJURY LEAVE - Any employee who is disabled because of occupational injury or illness shall be charged with loss of time up to and including the fifth (5th) consecutive working day from day after the date of injury or illness.

Any permanent or unclassified employee who is disabled for a period of more than five (5) consecutive working days as a result of occupational injury or illness shall be granted a leave of absence with full pay for the entire period of disability; such leave to be limited to a maximum period of one (1) year from date of injury or illness. Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay 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 Workmen's Compensation Law from date of injury or illness.

7.3 SICK LEAVE - All full time permanent, full time unclassified 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 and any full time unclassified 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 6.5.

(f) If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his supervisor shall be cause of denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days, shall constitute a resignation not in good standing.

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

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

(3) The Appointing Authority may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined by 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 limitations and that his return will not jeopardize the health of the other employees.

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

(i) 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.

7.4 PERSONAL LEAVE DAYS - All permanent or unclassified employees covered by the provisions of the Agreement shall be entitled to three (3) days a 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 48 hours notice thereof has been given to the employee's supervisor. In the event that less than 48 hours notice is given, said leave may be taken only upon authorization of said supervisor. The County reserves the right to deny requests for personal days as conditions warrant but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

8.

ABSENCE WITHOUT LEAVE

8.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

8.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted shall be an unauthorized absence and may be cause for disciplinary action.

9.

MATERNITY LEAVE OF ABSENCE

9.1 A permanent employee may be granted a maternity leave of absence for any period providing the employee has accrued time and presents a written doctor's certificate. Maternity leave may be renewed every three (3) months upon medical certification by the employee's doctor and presentation to the County Medical Examiner. Such leave may be renewed without pay. The maximum amount of maternity leave may not exceed one (1) year.



10.

NON-PAID LEAVES OF ABSENCE

10.1 A permanent employee shall be entitled to a leave of absence without pay to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed four (4) months.

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

10.3 Employees returning from authorized leaves of absence as set forth in Articles 1 and 2 above will be restored to their original classification and salary which they were earning at the time leave was granted. Said employees will suffer no loss of seniority or other employee rights, privileges or benefits, provided, however, that sick leave, vacation leave and longevity credits shall not accrue excepting for those on military leave.

11.

SENIORITY

11.1 Seniority is defined as an employee's continuous length of service with the County beginning with his/her last date of hire.

11.2 Seniority shall be given preference in promotions, demotions, layoffs, recall, vacation and scheduling.

Where ability to perform work and physical fitness are considerations in application of the above paragraph, determinations shall be made by the County.

11.3 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 Union upon request.

11.4 The County shall promptly advise the appropriate union representative of any changes which necessitate amendments to the seniority list.

HOLIDAYS

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

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

12.2 Holidays enumerated in (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 be celebrated, at the employee's option unless the County determines that it cannot be taken because of pressure of work.

12.3 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 with pay or ordered.

GRIEVANCE PROCEDURE

13.1 A grievance is defined as:

(1) A claimed breach, misinterpretation or improper applications of the terms of this Agreement (hereafter referred to as contractual); or

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

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

*Step 1:* The Union steward or employee, or both, shall take up the grievance or dispute with the Prosecutor within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Prosecutor shall meet with the grievant to discuss the grievance. The Prosecutor shall render a decision in writing within five (5) days after the meeting.

*Step 2:* If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the Department Director within five (5) days from receipt of the response from the Prosecutor. No later than five (5) days after receipt of grievance, the Department Director shall meet with the grievant to discuss the grievance. The Department Director shall give an answer in writing no later than five (5) days after the meeting.

Step 3: If the grievance is still unsettled, the Union may within fifteen (15) days after the reply of the Department Director is due, by written notice to Department Director shall request the Public Employment Relation 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.

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

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

14.

SAFETY AND HEALTH

14.1 The employer shall at all times maintain safe and healthful working conditions.

14.2 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.

EQUAL TREATMENT

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

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

16.

WORK RULES

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



17.

ANNUAL VACATION LEAVE

17.1 All full time permanent and full time unclassified 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.

17.2 Annual vacation leave with pay for all full time permanent employees 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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 five (5) vacation days, at the option of the employee, may be carried over from calendar year 1978 into calendar year 1979 and each succeeding year thereafter.

17.7 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.

17.8 An employee who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year pro-rated 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.

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

17.10 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.

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

Employees having completed five (5) years of continuous service will have added to their gross per annum pay an additional \$200.00, commencing with the first pay of the first full pay period following said anniversary of hire, and for the completion of each additional five (5) years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay, an additional \$200.00.

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.

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

19.

CLOTHING MAINTENANCE ALLOWANCE

19.1 The County agrees to provide an annual \$100. clothing maintenance allowance to all employees covered by this agreement. This allowance shall be earned on a quarterly basis, provided the employee works a minimum of one (1) day in any calendar quarter, and shall be paid semi-annually during June and December.

19.2 New employees, retired employees or deceased employees shall be paid a pro-rated share of the clothing maintenance allowance, based upon the formula set forth in 19.1 above, payable in either June or December.

19.3 Employees who voluntarily terminate their employment with the County of Mercer or whose employment is terminated for cause shall not be entitled to payment of the clothing maintenance allowance or any pro-rated portion thereof.

20.

CLASSIFICATIONS AND JOB DESCRIPTIONS

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

20.2 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. Should the parties fail to agree, the matter will be referred to the grievance procedure commencing with Step 2 of this Agreement.

21.

STRIKES AND LOCKOUTS

21.1 In addition to any other restriction under the law, the union and its members will not cause a strike or work stoppage of any kind, nor will any employees take part in a strike, intentionally slow down in the rate of work, or in any manner cause interference with or stoppage of the employer's work. The employer shall follow the grievance procedure for which provision is made herein and the employer shall not cause any lockout.

22.

GENERAL PROVISIONS

22.1 The provisions of this Agreement shall only apply to those employees in the unit who are on the County payroll and actively at work on or after the date of the execution of this Agreement and those former employees whose employment was terminated by death or retirement prior to the date of the execution of this Agreement.



SEPARABILITY AND SAVINGS

23.1 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 provision so affected.

TERMINATION

24.1 Subject to the terms of this Agreement and the grievance procedure; the County has the right and responsibility to direct the affairs of the County including the right to plan, control and direct the operation of the equipment and work forces, to relieve employees due to lack of work; and to contract for and subcontract out services except that the employer agrees there will be no subcontracting of work which can be done by the regular work forces.

24.2 This Agreement shall be effective as of the 1st day of January, 1977 and shall remain in full force and effect until the 31st day of December, 1977. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the 15<sup>th</sup> day of December, in the year Our Lord, One Thousand Nine Hundred and Seventy Seven.

ATTEST:

COUNTY OF MERCER

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

Arthur R. Sypek, Sr.  
Arthur R. Sypek, Sr.  
County Executive

PROSECUTOR'S DETECTIVES AND INVESTIGATORS UNIT

Robert Reading  
Robert Reading  
Prosecutor's Detectives and  
Investigators Unit

Herbert H. Fitzgerald  
Herbert H. Fitzgerald  
Prosecutor's Detectives and  
Investigators Unit

John F. Marut / RR  
John F. Marut  
Prosecutor's Detectives and  
Investigators Unit

APPENDIX A

1977 SALARY RANGES

County Detective	\$11,400	-	\$17,450
County Investigator	11,400	-	17,450