

A G R E E M E N T

Between

MERCER COUNTY PROSECUTOR

and

MERCER COUNTY PROSECUTOR'S OFFICE  
PBA LOCAL 339

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January 1, 2006 through December 31, 2009

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PREAMBLE

**WHEREAS**, the Prosecutor 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 Prosecutor's Office to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interests of the Prosecutor and the citizens of Mercer County; and

**WHEREAS**, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Prosecutor 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 Prosecutor's Office and to provide an orderly and prompt method for handling and processing grievances;

This Agreement, dated, \_\_\_\_\_ between the Prosecutor of the County of Mercer, hereinafter referred to as the "Employer", and the Prosecutor's Detectives and Investigators' Unit, PBA Local 339, hereinafter referred to as

the "Union"; and

**WHEREAS**, the Employer and the Union entered into an Agreement on \_\_\_\_\_ which Agreement was approved by the Prosecutor 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 non-supervisory Employees and for such additional classification as the parties may later agree to include.

2. MANAGEMENT RIGHTS

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

3. UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an Employee, the Employer agrees to deduct the regular monthly Union dues of such 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 deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. Such deductions are defined and shall be made in compliance with "Title 52 of the Revised Statutes" as amended by Chapter 345, P.L. 1981. 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 shall take place as of January 1st or July 1st of the next succeeding date on which written notice of withdrawal is filed by an Employee with the Employer and the Union.

3.2 Dues deduction for any Employee covered by the terms and conditions of this Agreement shall be limited to the Prosecutor's Detectives and Investigators Unit. Existing written authorization for dues deduction to an Employee organization other than the Prosecutor's Detectives and Investigators Unit must be terminated



within sixty (60) days of the date of execution of this Agreement.

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

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

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the Employees in

the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those Employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with Public Law 1979, Chapter 477, and N.J.S.A. 34:13A 5.4, et al.

3.5 The Union shall provide the Prosecutor's office with a list of Union representatives, including the Delegate and President. The Union shall designate no more than three (3) Employees to serve as Union representatives. The State Delegate and the President of Local 339 or their designee, shall be granted leave from duty with pay for all meetings of the PBA State Association when such meetings take place at a time when such Employees are scheduled to be on duty, provided the Employee gives reasonable notice to the Prosecutor and/or his/her designee. The Delegate and the President of the Local or their designee shall be granted leave from duty with pay to attend State or National Conventions of the New Jersey State Policemen's Benevolent Association as provided under N.J.S.A. 40A:14-177. The President shall have reasonable time off during working hours to conduct Union business (i.e., to make telephone calls, type letters). The Union representatives shall be allowed an aggregate of no more

• than twenty (20) days in any calendar year to attend such conventions and attend to such Union business. Such time off for the Union representatives shall not be unreasonably denied.

4. WORK SCHEDULES

4.1 The weekly work schedule shall consist of five (5) consecutive days in any seven (7) day period, which schedule shall be established by the Employer and may be changed by the Employer after giving reasonable notice.

4.2 The weekly work schedule 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.

4.3 A workday shall consist of eight (8) consecutive hours, including one (1) hour for lunch which shall be unpaid.

5. OVERTIME

5.1 Employees will be compensated for hours worked in excess of thirty-five (35) hours per week as follows:

- a. All compensatory time earned through June 3, 1993 will be frozen. Employees may use compensatory time hours off from work.
- b. After an Employee has accrued fifty (50) new comp hours (in Bank I -- 35 to 40 hours), Employees will be compensated at his/her current hourly rate for hours worked between 35 and 40 per week on an hour for hour basis. (Effective 7/1/93)
- c. Hours worked in excess of forty (40) per week will be compensated at the rate of one and one-half (1½) times the Employee's hourly rate of pay. (Effective 7/1/93)
- d. Effective January 1, 2001 the first hour of extra duty work (beyond 35 hours) shall be paid at the straight time rate and all work beyond 36 hours shall be paid at the overtime rate. (One and one-half times the Employee's hourly rate.)
- e. Effective April 1, 2003 overtime shall be paid at the time and one half rate after 35 hours per week.

5.2 On each November 1st the Employer shall have the right to buy back some or part of an Employee's compensatory time accumulation. Hours so purchased shall not exceed fifty (50) hours or ten (10%) percent of an individual Employee's total

accumulated compensatory time off, whichever is the greater.

Payment shall be in a separate check and paid not later than the first regular payroll date in December of that same year. All purchases of compensatory time off shall be fairly and equitably distributed among eligible Employees.

5.3 The Employer agrees to provide a meal allowance for Employees working overtime through a regularly scheduled meal period with the stipulation that the Employee has worked two (2) hours overtime or is called in on an emergency basis before his/her starting time and works through his/her regular meal hour at the rate of \$8.00, \$12.00, and \$20.00 for breakfast, lunch and dinner respectively. When an Employee is assigned out of the County during the lunch meal period, he/she shall be reimbursed for lunch costs up to \$12.00. It is understood that meal receipts will be required for all reimbursement.

5.4 All work performed by bargaining unit Employees on holidays shall be compensated at the overtime rate (time and one-half). Effective September 1, 2000, the double time rate shall be paid for extra duty work performed on a recognized holiday (as is defined in this contract at Article 12).

5.5 Employees called back to duty during periods of scheduled time off shall receive a minimum of three (3) hours of overtime compensation, whether or not the Employee works the entire three (3) hour period.

6. SALARIES

6.1 Salaries for Employees covered by this Agreement shall be as set forth on **Appendix A** annexed.

6.2 New Employees who must attend the statutorial required basic academy shall be placed at the Academy Pay Rate which shall last for a period of six months. Following said Academy pay rate period, the new Employee will enter the guide provided by the salary schedule. Step movement shall be calculated thereafter from the date the Employee entered the guide.

6.3 The annual automatic step movement system shall continue. All Employees with at least one year of service shall annually advance one step position. Incremental step moves for persons not at maximum pay rate shall be on October 1, 2000 and on each July 1, in each year thereafter.

6.4 The Mercer County Prosecutor retains the discretionary authority to hire Employees at any step on the salary guide set forth above.



6.5 During the terms of this Agreement, the salary guide shall not be changed unless by mutual consent of the Employer and the Union.

6.6 On Call Pay. The parties will meet in an effort to eliminate or reduce the need for "on call" status. Absent an agreement by December 1, 1990, an Employee "on call" for at least three days in a given calendar month will receive \$125 to be paid in the following month. Effective July 1, 1995 the on call pay provision set forth in this paragraph shall be modified from a per month calculation to a per week calculation to be paid in the following month.

6.7 Detective or Investigator In-Charge Compensation.

Detectives and Investigators designated by the Prosecutor as Supervisors shall be entitled to compensation of \$1,500.00 above a Detective's/Investigator's base salary. The Prosecutor will have complete authority in the assignment of personnel to supervisory positions, and the compensation will only be paid during the portion of the year actually served in the supervisory positions on a bi-weekly basis.

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 equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs shall be fully paid by the County except that in the election of 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.

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

7.3 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.

7.4 The County agrees to provide a Prescription Drug Program to eligible Employees and their eligible dependents; the premium cost 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 schedule for co-payment and for drug prescription will be \$2.00 co-payment for generic brand and \$6.00 for brand name drugs. Effective July 1, 2000 the prescription co-payment shall be increased to \$10.00 for brand name prescriptions only. Mail order and generic co-payments shall remain unchanged. Effective January 1, 2006, the Employer shall have the right to amend the prescription co-payment to \$12.00 for brand name and \$4.00 for generic drugs.

7.5 The Employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible Employee of fifty (50%) percent of the unused time, up to a maximum of \$18,000. Each entitled Employee shall have the discretion of receiving the amount due under this paragraph in up to 3 installments paid over a period not to exceed 18 months. Such installment payments shall not carry interest.

7.6 The County agrees to provide a Dental Insurance Program to eligible Employees and their dependents; the premium costs for said program to be paid by the County. Eligible Employees, for the purposes of this Program, shall be defined as all full-time permanent and full-time unclassified Employees.

7.7 The Employer shall have the right to deduct from each Employee's salary the sum of \$15.00 per pay period as an insurance co-payment for single Employees and \$20.00 per pay period for family covered Employees. The maximum co-payment for single Employees shall be \$360.00 per year. The maximum co-payment provision for family coverage shall be \$480.00 per year. Retirees shall not be included in this co-payment provision.

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

7.9 Effective January 1, 2007, each active Employee except those with single coverage shall have deducted from his or her salary

\$24.00 per pay period for all medical, dental and prescription drug insurance. Those Employees with single coverage shall have \$19.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no other increase in this health co-payment for the duration of the contract.

8. PAID LEAVES OF ABSENCES

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, step child, mother-in-law or father-in-law, said Employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive days. In the event of the death of a grandparent or grandchild, said Employee shall be excused for up to five days. 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 Occupational Injury Leave.

Any Employee who is disabled because of 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.

8.3 Sick Leave. All full-time permanent, full-time unclassified, full-time temporary, and 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 and any full-time unclassified Employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter, said fifteen (15) days to be credited effective January 1 of the succeeding year.

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

d. An Employee shall not be reimbursed for accrued sick

leave at the time of termination of his employment except as provided under Paragraph 7.5.

e. If an Employee is absent for reasons that entitle him to sick leave, the Employee's 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 for 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 Prosecutor 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 Prosecutor may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by the County Medical Physician or by a physician designated by the County Physician. 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.

j. Employees having used five (5) sick days or less in a calendar year will have the option to sell back up to five (5) sick days in lieu of carry over five (5) of their sick days.

8.4 Personal Leave Days. All full-time permanent or unclassified Employees covered by 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 24 hours notice thereof has been given to the Employee's supervisor. In the event that 24 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. The Prosecutor 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.

8.5 Jury Duty An Employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury

duty as prescribed by applicable law.

8.6 Witness Leave When an Employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to his capacity as an Employee or officer of his agency, he shall be granted necessary time off without loss of pay if such appearance is during his scheduled work shift. Where his appearance is during a shift period immediately contiguous to his scheduled shift, he shall be granted compensatory time equal to the hours required for such duty. In no case will this special leave be granted or credited for more than eight (8) hours in any day or forty (40) hours in any week. The Employee shall notify management immediately of his requirement for this leave, and subsequently furnish evidence that he performed the duty for which the leave was requested.

9. ABSENCE WITHOUT LEAVE

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

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

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 Employer.

10.3 Employees returning from authorized leaves of absence as set forth in Paragraphs 10.1 and 10.2 above will be restored to their original classifications and salaries 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 except 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 last date of hire.

11.2 Seniority may be given preference in layoffs, recall, vacation and scheduling.

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

12. 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
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

12.2 Holidays enumerated in Paragraph 12.1 above which fall on a Saturday shall be celebrated on the preceding Friday; holidays which fall on a 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 Prosecutor 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 workday before and after the holiday, unless such absence is authorized with pay or ordered.

13. GRIEVANCE PROCEDURE

13.1 A grievance is defined as:

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

b. A claimed violation, misinterpretation or misapplication of rules and 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 ONE:** The unit representative or Employee, or both, shall take up the grievance or dispute with the Prosecutor within ten (10) days of it or reasonable knowledge 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 render a decision in writing.

**STEP TWO:** If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor, the unit may 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 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 employment representatives regarding matters of Employee representation, during working hours and without loss of pay provided, however, that all said Employees shall secure the permission of their immediate superiors, 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 (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 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.

14.3 This safety committee shall also make recommendations to the Prosecutor regarding such topics as, but not limited to, firearms qualification, bullet proof vests, police radios and vehicle maintenance and equipment.

15. EQUAL TREATMENT

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

15.2 The Prosecutor 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 against any Employee because of Union membership or non-membership.

12.4 All work performed by bargaining unit Employees on holidays shall be compensated at the overtime rate (time and one-half). Effective September 1, 2000 the overtime rate shall increase to double time.

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. This Article shall be interpreted consistent with N.J.S.A. 34:13A-5.3.

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

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

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

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

e. From completion of fifteenth (15th) year to the end of the nineteenth (19th), twenty-five (25) working days.

f. From the beginning of the twentieth (20th) year, thirty (30) working days.

17.3 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 the Employee's vacation period.

17.4 An Employee who is called back to work while on authorized vacation shall be paid one (1) day's pay in addition to regular day's pay and shall not lose vacation day or days.

17.5 Vacation allowance must be taken during the current calendar year unless the Prosecutor 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 one (1) calendar year into the succeeding year.

17.6 A permanent Employee who returns from military service other than any active duty for training with any military reserve or National Guard unit 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.

17.7 An Employee covered by this Agreement 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 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.

17.8 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. Vacation credits shall not accrue while an Employee is on leave without pay except military leave.

18. LONGEVITY

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.

All full time Employees shall be entitled to longevity payments added to their gross per annum pay consistent with the following guide.

<u>No. of Years</u>	<u>Dollar Amount</u>
5	\$ 300.00
10	\$ 900.00
15	\$1,350.00
20	\$1,850.00
24	\$2,300.00
30	\$3,900.00

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.

18.2 Law Enforcement Longevity Prosecutor's Detectives and Investigators having completed ten (10) years of continuous law enforcement service with the County of Mercer shall receive an annual four hundred (\$400) dollar stipend. 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. Law enforcement longevity shall be considered in total with the salary for pension purposes.

Prosecutor's Detectives and Investigators having completed fifteen (15) years of continuous law enforcement service with the County of Mercer shall receive an annual six hundred fifty (\$650) dollar stipend. 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. Law Enforcement longevity shall be considered in total with the salary for pension purposes.

18.3 All calculations under this Article with respect to entitlement, specifically years of service, shall be consistent with the standard set forth in the New Jersey Police and Fire Pension Statute.

19. CLOTHING MAINTENANCE ALLOWANCE

19.1 Employees covered by this Agreement shall receive an initial standard issue of equipment essential to performance of service as set forth on the attached Appendix B. Employees assigned to specific units within the Prosecutor's Office may be provided additional equipment as determined by the Prosecutor.

19.2 The Employer will reimburse an Employee for any personal item damaged in the performance of their official duties. Personal items shall include watches/jewelry, eyeglasses, and cellular telephones. The reimbursement rate will be the lesser of: the replacement cost of the personal item (subject to deduction for ordinary wear and tear) or two hundred fifty dollars (\$250.00) per incident. Any insurance benefits payable to an Employee for his/her loss shall represent payment in full for the sustained loss. In order to be eligible for reimbursement, the Employee must report the incident immediately to his/her supervisor and must promptly complete and file an incident report with the Employer specifying the damage incurred and cost of items damaged.

20. JUST CAUSE

20.1 No Employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any occupational advantage, or given an adverse evaluation of his services without just cause.

21. CLASSIFICATIONS AND JOB DESCRIPTIONS

21.1 The classifications for Employees covered by this Agreement are attached and shall be all non-supervisory law enforcement personnel employed at the Mercer County Prosecutor's Office.

22. STRIKES AND LOCKOUTS

22.1 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 the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

23. OUTSIDE EMPLOYMENT

23.1 Any Employee covered by this Agreement shall be entitled to hold part time employment, provided, however, that all such employment is approved in advance by the Prosecutor. The decision of the Prosecutor shall be final and shall not be the subject of an arbitration or grievance.

23.2 The Employer agrees to include the availability of county side jobs (for example Trenton Thunder Games, Parades, Airport duty, etc.) to bargaining unit Employees within the coverage of this article.

23.3 The parties agree to use their best efforts to resolve the issue of off duty work procedures. The PBA, County Administrator's Office and Employer agree to meet as is necessary in this regard.

24. GENERAL PROVISIONS

24.1 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 execution of this Agreement.

24.2 All Employees covered by the terms of this Agreement shall be provided with personalized bulletproof vests upon completion of appropriate training and firearms qualification. The standards and specifications for these bulletproof vests shall be established by the Prosecutor.

24.3 All Employees covered by the terms of this agreement shall be provided with hepatitis inoculations. AIDS and TB tests shall be available to all bargaining unit members on demand.

24.4 The parties agree to use their best efforts to resolve the issue of gym accessability and the PBA, County Administrator and Employer agree to meet as is necessary in this regard.

25. SEPARABILITY AND SAVINGS

25.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provision 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.



26. PERSONNEL FILES

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 Prosecutor and may be used for evaluation purposes by the Prosecutor.

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 Prosecutor's designated representative.

Whenever a written complaint concerning an Employee or the actions of an Employee 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 may 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 member to appropriate disciplinary action.

Each Employee shall be supplied with a written certification from the Prosecutor, during the month of November of each year or more frequently consistent with current practice, which shall state the number of accumulated vacation days, holidays taken, sick days, personal days and any other time which is available to the Employee.

No document or report shall be placed in the Employee's personnel file or otherwise acted upon without prior conference with the Employee. The Employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Prosecutor or the Prosecutor's designee and attached to the file copy.

27. VACANCY POSTING

27.1 When a job opening occurs, the Employer will post the opening in a conspicuous location so that interested Employees may express their interest in said opening. The choice of the person to fill the opening strictly is up to the Prosecutor.

28. MATERNITY LEAVE

Permanent female Employees shall advise the Employer in writing of a pregnancy. The rights of a female Employee shall include but not be limited to the following provisions:

1. The permanent female Employee shall be permitted to work her normal duties so long as such work is permitted by a doctor's certification. The female Employee's assignments shall be at the discretion of the Prosecutor. The doctor shall be a physician of the female Employee's own choosing. The Doctor's certification is subject to approval by the County physician.

2. In addition to the other provisions of this Article, the permanent female Employee shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.

3. In addition, a female Employee with one (1) year or more of service shall be granted, on 30 days written notice, maternity leave without pay for up to twelve (12) months duration and shall be returned to work without loss of prior seniority, or prior benefits, provided that she notifies the Prosecutor in writing no later than after three (3) months of leave that she intends to return to work. The total leave time, paid or unpaid,

shall not exceed one (1) calendar year.

4. Medical benefits shall be maintained during all periods of compensated leave. Any other medical benefit extension shall be at the female Employee's expense.

5. Upon return to active duty status, the female Employee shall be entitled to be placed in the same title which she held before departing on maternity leave.

6. This Article shall not be interpreted to deprive any Employee of any right provided by law.

7. Notwithstanding the provisions of Article 8.3 (Sick Leave with Pay) a permanent female Employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one (1) 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.

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

29. DEPARTMENTAL INVESTIGATIONS

In an effort to insure that departmental investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the Union shall be at a reasonable hour, preferably when the member of the Union is on duty, unless the exigencies of the investigation dictate otherwise.
2. The interrogations shall take place at a location designated by the Employer. Usually it will be at the Office of the Employer or the location where the incident allegedly occurred.
3. The Employee shall be informed of the nature of the investigation when such Employee becomes a target of the investigation.
4. The questioning shall be reasonable in length. Breaks shall be provided for personal necessities, meals, telephone calls, and rest periods as necessary.
5. At every stage of the proceedings, the Employer's Office shall afford an opportunity for a member of the Union, if he so requests, to consult with counsel and/or his Union representative before being questioned concerning a violation of the rules and regulations during the interrogation of a member of the Union, which shall not delay the interrogation beyond one (1) hour for consultation with this Union representative.
6. In cases other than departmental investigations, if a member is under arrest or if he is a suspect or the target of a criminal investigation, he shall be given his right pursuant to the current decisions of the United States Supreme Court.

7. Nothing herein shall be construed to deprive the Employer's Office or its officers of the ability to conduct the routine and daily operations of the Department.
8. 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 probable cause 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 department.
9. Under no circumstance shall the Employer offer or direct the taking of a polygraph or voice print examination by the Employee.
10. Under no circumstance shall an Employee be subject to any charge whatsoever after 45 days. The 45 day period shall be calculated consistent with N.J.S.A. 40A:14-147.
11. Employees shall not be suspended or suffer any loss in benefits until after the Employee has had a departmental hearing and has been found guilty, except in cases of severe nature where the suspension of the Employee is required for the safety and welfare of the public or the Employer's Office. If the suspension is immediate, then a departmental hearing shall take place as soon as possible.

30. DISCIPLINE

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 or rules and regulations established, nor shall such Employee be suspended, removed, fined or reduced in rank, 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.



31. LEGAL AID

31.1 The Employer will provide legal aid to all personnel covered by this Agreement in suits or other legal proceedings against them arising from incidents in the line of duty. This shall not be applicable in any disciplinary or criminal proceeding instituted against the Employee by the Employer.

31.2 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.

32. OFF DUTY ACTION

Employees covered by this Agreement are recognized to have the full power of arrest for any crime committed in said Employee's presence and committed anywhere within the territorial limits of the State of New Jersey. Whenever said Employee acts under such authority then said Employee shall have all of the immunities from court liability and shall have all of the Pension, relief, disability, worker's compensation, and other benefits enjoyed while performing duties directly for the Mercer County Prosecutor's Office. The intent of this clause is to provide Employees covered by this Agreement with that same level of benefits as is recognized and provided under the following statutes: 40A:14-152.1, 40A:14-152.2, 2A:157-2, and 2A:157-10.

33. PRESERVATION OF EXISTING BENEFITS

33.1 The provisions of any valid and existing Mercer County Ordinances or Resolutions validly providing employment benefits with regard to matters covered by this Agreement shall remain in effect unless this Agreement provides some other benefit.

33.2 In the event the Employer, County of Mercer or their designee negotiates an improvement in any fringe benefit on a County wide basis (or with another law enforcement agency) then the Employees in this bargaining unit shall have the right to request immediate negotiations as to such issue only, any other provisions of this Agreement to the contrary notwithstanding. In the event the parties reach impasse in such negotiations, then either party shall have the right to submit the dispute to binding Interest Arbitration in accordance with the provisions of the New Jersey Employer-Employee Relations Act then prevailing in such cases for arbitration of such disputes in the case of law enforcement officers.

33.3 The Prosecutor of the County of Mercer agrees that all employment benefits shall be maintained in not less than the highest standards in effect at the time of the

commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

34. TERMINATION

34.1 Subject to the terms of this Agreement and the grievance procedure, the Prosecutor has the right and responsibility to direct the affairs of the Prosecutor's Office, including the right to plan, control, and direct the operation of the personnel.

34.2 This Agreement shall be effective as of the first day of January 2006 and shall remain in full force and effect until the 31st day of December 2009. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1 of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper offices and attested to on the 26<sup>th</sup> day of July, in the year of Our Lord, 2006.

ATTEST:

Linda Frese  
Linda Frese, Business Manager

PROSECUTOR'S OFFICE:

Joseph Bocchini, Jr.  
Joseph Bocchini, Jr.  
Prosecutor

ATTEST:

Jorge Rosario  
Jorge Rosario  
Vice President  
Don Ellison  
Don Ellison  
State Delegate

PROSECUTOR'S DETECTIVES & INVESTIGATORS UNIT: PBA 339

Anthony Petracca  
Anthony Petracca  
President

ATTEST:

Jerlene Worthy  
for Jerlene Worthy  
Deputy  
Board of Freeholders

COUNTY OF MERCER:

Andrew A. Mair  
Andrew A. Mair  
Acting County Executive

SCHEDULE A

SALARY GUIDE

	Effective 01/01/06	Effective 01/01/07	Effective 01/01/08	Effective 01/01/09
STEP 8 (MAX)	\$80,145	\$83,551	\$87,102	\$90,804
STEP 7	\$71,488	\$74,169	\$76,950	\$79,836
STEP 6	\$65,785	\$68,251	\$70,811	\$73,466
STEP 5	\$62,940	\$65,300	\$67,749	\$70,290
STEP 4	\$60,094	\$62,348	\$64,686	\$67,112
STEP 3	\$57,245	\$59,392	\$61,619	\$63,930
STEP 2	\$54,397	\$56,437	\$58,553	\$60,749
STEP 1	\$51,548	\$53,481	\$55,487	\$57,568
ACADEMY RATE	\$42,070	\$43,647	\$45,284	\$46,982

Note: A one-time equity adjustment of \$350.00 to base; 3.75% steps Academy through 7; 4.25% step 8.

## APPENDIX B

BDU Pants

BDU Shirt

Boots

Coat

Patches for Shirt and Coat

Nylon Gun Belt

Hand Gun

Two Extra Magazines for Gun

Handcuffs

Retractable Baton

O.C. Spray/Pepper Spray

Rechargeable Flashlight

Appropriate Holsters (i.e. weapon, handcuff,  
baton, magazine pouch, etc.)

Bullet Proof Vest