COUNTY OF MERCER



McDADE ADMINISTRATION BUILDING
640 SOUTH BROAD STREET
P.O. BOX 8068
TRENTON, NEW JERSEY 08650-0068
(609) 989-6584
Fax: (609) 392-0488

LISA M. VENA DEPUTY CLERK

April 11, 2022

Mr. Seth Barton, President PBA Local 187A 175 South Broad Street Trenton NJ 08650

Dear Mr. Barton:

Enclosed please find one (1) executed copy of the Contract between PBA Local 187A and the County of Mercer for a five (5) year contract from January 1, 2021 to December 31, 2025.

These documents have been signed by the County Executive and Clerk to the Board.

Also enclosed please find one (1) certified copy of Resolution No. 2022-317, which authorizes the execution of said Contract.

Jerlene H. Worthy
Clerk to the Board
Mercer County Board
of County Commissioners

JHW/gb Encls. (2)

cc: Lillian Nazzaro, Esq., County Administrator

Raissa Walker, Personnel Director Dave Miller, County Treasurer

IMLR Library

Approved as to Form and Legality	Date
	April 7, 2022
County Counsel	

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A CONTRACT BETWEEN PBA LOCAL 187A AND THE COUNTY OF MERCER FOR A FIVE (5) YEAR CONTRACT FROM JANUARY 1, 2021 TO DECEMBER 31, 2025.

WHEREAS, PBA Local 187A is the sole and exclusive bargaining agent for the Mercer County Superior Sheriff's Officers; and,

WHEREAS, a negotiated contract has been ratified by the Union; and,

WHEREAS, it is in the best interest of the County of Mercer to execute said contract; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said Contract between PBA Local 187A and the County of Mercer with a five (5) year contract from January 1, 2021 to December 31, 2025, upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a certified copy of this Resolution, together with an executed copy of the Contract, to the PBA Local 187A, County Administrator, Personnel Director, County Treasurer, and IMLR Library.

hereby certify this to be a true cory of the original.

Lerlene W. Matticlerk to the Board of Commission of the Board

					REC	COR	O OF VOTE	-2					
COMMISSIONERS	Ave	Nay	N.V.	Abs.	Res.	Sec.	COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X	-					Stokes	×					
Frisby	×						Walter	×					1
Koontz	X				1		Melker	×					
McLaughlin	X										<u> </u>	<u></u>	
			Indicates.—Re				.—Absent N.V Sec.—Resoluti		ot Vo				

Agreement Between

The County of Mercer And N.J State P.B.A. Local #187A



Mercer County Sheriff's Office Superior Officers Association (S.O.A.) P.O. BOX 33125 TRENTON, NJ 08629-0125

Effective Dates
January 1, 2021
Through
December 31, 2025

Prepared By:

Frank M. Crivelli, Esq. Crivelli, Barbati & DeRose, L.L.C.

<u>And</u>

Joseph M. Hannon, Esq. Genova Burns, LLC

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PREAMBLE

This agreement is made between the County of Mercer, a body politic of the State of New Jersey, County Sheriff, hereinafter referred to as the "County" or "Employer", and N.J. State P.B.A. Local #187A, The Mercer County Sheriff's Office, Superior Officers Association, hereinafter referred to as the "SOA" or "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, in so far 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.

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 statues of the State of New Jersey.

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 the Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances; and

Whereas;	the	Employer	and	the	Union	entered	into	an	Agreement	this	(day	of
		, 2022	and v	vas a	pprove	d by the	Board	d of	Commission	ers of	the C	Coun	ıty
of Mercer;													

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

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ARTICLE 1 RECOGNITION

The Employer recognizes the SOA 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 its employees in the classification of Sheriff's Officer Sergeant and Lieutenant, and for such additional classification as the parties may later agree to include.

ARTICLE 2 UNION SECURITY AND BUSINESS

- 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/her 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 shall take place the 30th day after the anniversary date of employment after the employee has revoked such authorization by providing written notice to the County during the 10 days following the anniversary date of their employment and any other notices as required by law.
- 2. The Union agrees to indemnify and hold harmless the Employer 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 the Article.
- 3. Effective January 1st of each year, there shall be a leave bank established and maintained for the purpose of providing officers and/or designees of the SOA release time from duty to conduct union business. The maximum number of leave days in any calendar year shall be fifty (50). These leave days are in addition to those provided for by state statute for the purpose of attending conventions and conferences. Union leave may be utilized for any of the following at the direction of the SOA:
 - (a) For interest arbitration, contract negotiations or preparation thereof under Title 34, to all members of the negotiating team and necessary witnesses. Members shall provide reasonable notice of their request for such leave.
 - (b) The SOA Associate (or bargaining unit Chairman), or his designee shall have reasonable time off to handle and process grievances or other labor relations matters with representatives of the employer.
 - (c) Any other lawful union business as authorized by the SOA President and/or Executive Board.

- (d) All duly authorized representatives will be permitted to attend State PBA conventions and National Conventions in accordance with NJ State Law. Leave time for such activities shall not be charged to the union leave blank.
- 4. The County shall permit the SOA to provide telephone service in the regular business office of the SOA President, or other designated SOA member at its own expense.

ARTICLE 3 AGENCY SHOP

- 1. Any employee whose position is covered by the Recognition Clause of this Agreement, may pay a representation fee to the Union by automatic payroll deduction only if the employee provides written, voluntary consent to do so. The representation fees shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified by the Union to the Employer.
- 2. The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the County at the request of the Union under this article.

ARTICLE 4 EQUAL TREATMENT

- 1. The Employer agrees that there shall be no discrimination of favoritism for reasons of sex, age, nationality, race, religion, political affiliation, political activities, Union membership, or Union activities, in accordance with New Jersey State and Federal Law.
- 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.

ARTICLE 5 MANAGEMENT RIGHTS

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 regulation regarding governing the conduct and the activities of the employees are exclusively retained by the Employer.

ARTICLE 6 WORK SCHEDULES

The regular work shifts will be determined by the Employer by January 1 of each year. The Employer reserves the right to adjust work schedules and/or work shifts upon reasonable notice to the employee. A "work day" is defined as the Supervisor's normal work day as set by the Sherriff. Effective January 1, 2017, work shifts will consist of forty (40) hours per week, working either eight (8) hours or eleven and one-half (11.5) hours per day, to include a paid thirty (30) minute, non-guaranteed meal period, to which the Supervisor is subject to recall. Supervisors that work 11.5 hour shifts, result in 80.5 hours per pay. In lieu of payment of overtime or comp time for the extra half hour (.5) of work every two weeks, the supervisor will be allowed to utilize that half hour at his or her choosing by either arriving to work one half hour late or leaving one half hour early for a single shift during that pay period. _The Airport will work on an eleven and one-half (11.5) hour schedule, which may be adjusted at the discretion of the Sheriff.

ARTICLE 7 SALARY SCALE

1. The following across-the-board wage increases shall be applied to the salary schedule:

a. Effective and retroactive to December 1, 2021-	3.75%
b. Effective January 1, 2022-	3.75%
c. Effective January 1, 2023-	3.75%
d. Effective January 1, 2024-	1.75%
e. Effective January 1, 2025-	1.75%

2. Effective January 1, 2022, all employees that are members of the bargaining unit prior to January 1, 2022 shall be placed on the salary guide at Step 2 or the top step of the salary guide for their rank. Effective January 1, 2022, a new salary guide will be established in which a two (2) step guide will be created for the ranks of Sergeant and Lieutenant. All employees that are promoted to the rank of Sergeant or Lieutenant subsequent to January 1, 2022, shall be placed at Step 1 which is the "bottom step" of the salary guide. Employees promoted subsequent to January 1, 2022 that are not on the top step of the salary guide for their rank shall advance on the salary guide on their anniversary date of promotion. Subsequent to January 1, 2022, when an employee is promoted to a new rank, he or she shall be placed on the "bottom step" for one year prior to being advanced to the top step of the salary guide for the promoted rank on their anniversary date of promotion.

ARTICLE 8 LONGEVITY

- 1. Every full time, permanent, classified superior officer 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.
- 2. The annual longevity benefit shall be based upon years of completed service. The benefits shall be as follows:

Years of Completed Service	Annual Longevity
5 years	\$300.00
10-14 years	\$900.00
15-19 years	\$1,350.00
20-23 years	\$1,750.00
24 year or more	\$2,200.00

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 the 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.

ARTICLE 9 OVERTIME

- 1. Time and one-half the employee's regular rate of pay shall be paid for work under any one of the following conditions, but compensation shall not be paid twice for the same hours:
 - a. All work performed in excess of forty (40) hours in any work week.
 - b. There shall be no Saturday or Sunday overtime when work on Saturday or Sunday is part of that officer's regular work shift.
 - c. All work performed on authorized holidays plus the regular day's pay.

- d. Unless exigent circumstances exist, supervisory vacancies that occur in the "11.5 hour" shift positions shall first attempt to-be filled with-unit members of similar rank, then with the unit members of other rank, and finally by upgrading non-unit Compensation shall be overtime based on the provisions of this article.
- 2. Double time the employee's regular rate of pay shall be paid for any work in excess of sixteen (16) hours in a twenty-four (24) hour period.
- 3. Holiday Overtime will be paid at two and one-half times the employee's regular rate of pay for all hours worked on any scheduled holiday.
- 4. Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered workdays for the purpose of computation of overtime payments.
- 5. Overtime opportunities will be distributed as equally possible among all employees in the same job classification and department. It is understood that nothing in this clause shall require payment for overtime hours not worked.
- 6. Whenever possible, overtime opportunities shall be made equally available to all bargaining unit members. The SOA shall be permitted to review the overtime distribution records on a monthly basis. Sergeants and Lieutenants shall be included in the overtime rotation for assignments to after-hours prisoner pick-ups.
- 7. On those occasions when a supervisor is assigned out of county on a matter that requires his/her remaining for more than one day, he/she shall be allowed expenses for lodging, and food as per existing policy. Reimbursement for expenses shall be increased in accordance with county policy.
- 8. Overtime pay shall be computed on the basis of the employee's base pay divided by 2,080 hours. Wherever practical, overtime shall be paid the next pay period following the reporting of the overtime worked.
- 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.

10. Those Sergeants and Lieutenants designated as Detective and Process Supervisors shall receive the annual sum of \$600 over and above their base salary.

ARTICLE 10 SHIFT PAY

- 1. Employees working on shifts which the majority of working hours fall between 3:00 pm and 12:00 midnight shall receive in addition to their regular pay, an additional \$.30 per hour for hours worked.
- 2. Employees working on shifts of which the majority of working hours shall fall between midnight and 08:00 am shall receive in addition to their regular pay an additional \$.35 per hour for hours worked.
- 3. If an employee working either of the shifts referred to in the paragraphs above is entitled to premium pay, shift pay shall be in addition to said premium pay.

ARTICLE 11 HOLIDAYS

1. The following days are recognized as paid holidays whether or not worked.

New Year's Day

Martin Luther King's Birthday

Columbus Day

President's Day General Election Day
Veteran's Day Thanksgiving Day

Good Friday Day after Thanksgiving

Memorial Day Christmas Day

Juneteenth

Independence Day

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

2. Holidays enumerated in the paragraph 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 not be charged as vacation time.

NOTE: "2" Does not apply to those working the "10 hour or 11.5 hour" schedule

3. In order to be eligible for holiday pay, an employee must be on active payroll of the Employer and must have worked his fully regularly scheduled workday before and after the holiday, or if absent, such absence must be authorized.

ARTICLE 12 FUNERAL LEAVE

Bereavement Days: In the event of the death of a member or the immediate family of any employee covered by this agreement; the immediate family member being: mother, father, sister, brother, spouse, child, step-child, mother-in-law, father-in-law, grandparent, grandchild or domestic partner, said employee shall be excused for a period not to exceed five (5) consecutive work days for bereavement purposes, commencing the day of the death or day after the date of death. The employee will be paid his regular daily rate of such days of excused absence which occur during his normal workweek

ARTICLE 13 PAID LEAVES OF ABSENCE

- 1. <u>Occupational Injury Leave:</u> 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 shall be determined by the County Physician. Employees returning from authorized leaves will be restored to their original classification and shift at the present appropriate rate of pay with no loss of seniority or other rights or benefits.
- 2. <u>Sick Leave:</u> 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 an 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 employment and fifteen (15) working days in every calendar year thereafter. Said fifteen (15) days to be credited effective January 1 of each succeeding year. Time accrued prior to January 1, 2017 that is being carried over into 2017 will be carried over in hours and not subject to any time conversions.

For those working the 11.5 hour schedule", a 'working day' shall be equivalent to the length of a day as scheduled. Those superior officers working 11.5 hour days shall accrue 11.5 hours of sick leave time for the purpose of leave only. For the purpose of calculating annual and end-of-career sick leave reimbursement, the value of each accrued sick day shall remain eight (8) hours." Maintaining sick leave as fifteen (15) working days regardless of the length of the working day corresponds with the provisions of 11A:6-5.

- 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 purposes.
- e. An employee shall not be reimbursed for accrued sick leave at the time of his/her termination excepting as provided under Article entitled "Insurance and Retirement Benefits", Article 36 up to \$15,000 cap.
- f. In 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 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/her 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/her normal

duties without limitation and that his/her 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 workdays shall 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. Sick leave credits shall continue to accrue while an employee is on leave without pay except military leave.
- 3. <u>Sick Leave Buy Back</u> Full-time employees having accumulated ten (10) or more of their fifteen (15) sick days for that year, will have the option to be paid five (5) days wages in lieu of carrying over five (5) of their sick days.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing to the Chief Personnel Officer. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

4. <u>Personal Leave</u> All permanent employees covered by the provisions of this agreement shall be entitled to twenty-four (24) hours per year for personal business, which may be taken in one-hour units. Personal days shall not be taken in conjunction with vacation or sick leave. 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.

ARTICLE 14 NON-PAID LEAVES OF ABSENCE

- 1. The Employer will grant leaves of absence 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.
 - 2. All other leaves of absence without pay shall be at the discretion of the Employer.

3. Employees returning from authorized leaves of absences as set forth above will be restored to their original classifications a 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, longevity and clothing allowance credits shall not accrue except for those on military leave.

ARTICLE 15 CHILD CARE/MATERNITY/PATERNITY LEAVE

- 1. Maternity Leave A permanent employee covered by the terms 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 an additional three (3) month period. 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.
- 2. Paternity Leave A permanent employee covered by the terms of this agreement shall be entitled to a leave of absence without pay for paternity purposes. Said leave shall be granted for a three-month period upon written certification of the employee's child's birth.
- 3. Notwithstanding the provisions of Article 10.3 (Sick Leave with Pay) and Articles 12.2 and 12.3 (Maternity/Paternity leave without Pay), a permanent employee covered by the terms of this Agreement shall be entitled to a "Leave without Pay" for childcare 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.
- 4. The Employer and Union agree that the provisions of the Family Leave Act and Federal Family Medical Leave Act shall be abided by during the terms of this contract.

ARTICLE 16 SENIORITY

- 1. Seniority, for the purposes of calculating benefits, is defined as an employee's continuous length of service with the Sheriff's Office, beginning with the date of appointment as s permanent Civil Service Sheriff's Officer.
- 2. Seniority in grade will be determined by time in grade beginning with the date of appointment as a Civil Service Sheriff's Officer Sergeant or Lieutenant.

- 3. The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, promotion, classification and pay rate, and shall furnish copies of same to the Union upon request.
- 4. The Employer shall promptly advise the appropriate Union Representative of any changes that necessitate amendments to the seniority list.
- 5. In the event that the employer initiates a multiple shift system then the shift positions shall be bid by seniority.
- 6. Where the ability to perform job assignments as determined by the Sheriff is equal, seniority shall prevail.

ARTICLE 17 GRIEVANCE PROCEDURE

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

<u>Step One:</u> The Union grievance committeeman shall take up the grievance or dispute with the Sheriff within fifteen (15) days of its occurrence. The Sheriff shall then attempt to adjust the matter and shall respond to the committeeman in writing with fifteen (15) working days.

<u>Step Two:</u> 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 fifteen (15) 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 fifteen (15) days.

Step Three: If the grievance is still unsettled, the Union may, within fifteen (15) days after the reply of the County Administrator or his designee is due, by written notice to the County Administrator or his designee, shall request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties, it being expressly understood that such binding arbitration is limited exclusively to, disputes involving the application, meaning, or interpretation of this Agreement.

- 2. The Employer agrees to give reasonable consideration to a request by the Union for meetings to discuss grievances pending at Step One and Two above.
- 3. 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, 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.
- 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 will be permitted to confer with other Union representatives, during work hours without loss of pay, provided, however, all employees shall secure the permission of their immediate supervisor, which permission shall not be unreasonably withheld.
- 5. Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall not be permitted to come onto 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 undo 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.

ARTICLE 18 DISCIPLINE/DISCHARGE

- 1. It is expressly understood that the Employer shall have the right to discipline any employee. However, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.
- 2. Employees shall retain all civil rights under the New Jersey State and Federal Law. Any disciplinary or discharge proceedings, or any compliant shall be processed in accordance with the Law. All Employees shall have the right to counsel at any such hearing.
- 3. Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:
 - a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five (5) days at a time, suspensions or fines more than three (3) times or for an aggregate of more than fifteen (15)

days are required to exercise statutory right of appeal to the Merit System Board and shall be precluded from having the Union move his appeal to binding arbitration.

- b. The Union, on behalf of a permanent superior officer against whom disciplinary action has been taken which does not result in a penalty enumerated in paragraph 18.3 (a) above, excluding verbal and written reprimands, shall have the right to appeal this disciplinary action to binding arbitration in accordance with Step III of the Grievance Procedure.
- c. The Union, on behalf of a provisional or acting superior officer against whom disciplinary action has been taken, shall have the right to appeal tis disciplinary action to binding arbitration in accordance with Step III of the Grievance Procedure.

ARTICLE 19 BILL OF RIGHTS

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

- 1. Except when on duty or acting in his/her 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 Office.
- 2. Whenever a law enforcement officer has received notice that he/she 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 that 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. The member of the Department shall be compensated for lost time accruing from investigations in accordance with

existing department policy. The questioning of an officer shall be conducted at a reasonable hour in a non-coercive manner, without threat or promise of reward. The questioning shall be of a reasonable duration and rest periods allowed. Time shall be provided for personal necessities, meals and telephone calls as are reasonably necessary. Law enforcement officers 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 an 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 you official duties, you will be subject to departmental charges that could result in your dismissal from employment. If you do answer questions, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent departmental charges."

- f. It is understood that the provisions of Article 20 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.
- 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 Notification of Complaint is served upon the officer, the officer, if he/she 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 45 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.
- 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.
- 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 assignments 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.

- 6. There shall be no penalty or threat of any penalty for the exercise by a law enforcement officer of his rights under the Bill of Rights.
- 7. No employee covered under 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 belief to suspect that the employee may be using an illegal chemical substance on or off duty, or abusing a legal substance (not prescribed by a physician) during duty hours; or (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.
- 8. Under no circumstances shall the employer offer or direct the taking of a polygraph of voice print examination for any employee covered by this Agreement.
- 9. At any time a member of the bargaining unit is disciplined, then the SOA President shall be advised of said discipline and shall be provided with copies of any final major disciplinary notices as required by civil service regulations.
- 10. A county law enforcement officer shall not be removed from the officer's employment or position, nor suspended, fined or reduced in rank for a violation of the internal rules and regulations established for the conduct of a law enforcement unit unless a complaint charging a violation of those rules and regulations is filed no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based. A failure to comply with this section shall require a dismissal of the complaint. The 45-day time limit shall not apply if an investigation of a law enforcement officer for a violation of the internal rules and regulations of the law enforcement unit is included directly or indirectly within a concurrent investigation of that officer for a violation of the criminal laws of this State. The 45-day limit shall begin on the day after the disposition of the criminal investigation. The 45-day requirement in this section for the filing of a complaint against an officer shall not apply to a filing of a complaint by a private individual.

ARTICLE 20 SAFETY AND HEALTH

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.

- 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/her alternates, with the approval of the employer, shall be permitted reasonable opportunity to visit work locations throughout the employers facilities for the purpose of investigating safety and health conditions during working hours with no loss of pay.
 - 3. Hepatitis inoculations shall be available to bargaining unit members.
 - 4. AIDS Tests and TB Tests shall be available on demand.
- 5. The employer shall provide for the use of employees covered by this agreement a locker room, dining area, shower and toilet facility areas. There shall be separate facilities for male and female employees for locker, toilets and showers.
- 6. In the event that courts and/or county facilities are closed for inclement weather or other emergencies declared by the County Executive and/or the Sheriff, and all non-essential personnel are afforded the day off; all Supervisors that report for their normal shift will be given an additional day off through the award of comp time, provided they are on duty for their entire shift. Supervisors that cannot report to work due to a weather-related emergency must obtain approval from their Supervisor or Administrator On Call to be absent. Said absence will not result in the Supervisor being required to use any earned time, and they will be compensated as if they reported to work and worked their regular shift.

ARTICLE 21 WORK RULES

- 1. The Employer may establish reasonable and necessary rules of work and conduct for such employees. Such rules shall be equitably applied and enforced.
- 2. All employees covered by this Agreement will receive a Sheriff's Rulebook. The employee is responsible for the replacement of the Rulebook, unless the employer contributed to the need for replacement.
- 3. Proposed new rules or modifications of existing rules governing Terms and Conditions of Employment shall be negotiated with the majority representative before they are established.

ARTICLE 22 ANNUAL VACATION LEAVE

- 1. Employees shall receive annual paid vacation leave in accordance with the following:
 - 1-5 Years of service shall receive 12 vacation days
 - 6-10 Years of service shall receive 15 vacation days
 - 11-15 Years of service shall receive 20 vacation days
 - 16-19 Years of service shall receive 25 vacation days
 - At the beginning of the twentieth (20) year or more, the employee shall receive
 - 30 vacations days per year

Superior Officers working eight (8) hour shifts shall receive eight (8) hours_for each day so earned, and will use the equivalent number of hours for each full day of vacation leave used.

Superior Officers working eleven and one half (11.5) hour shifts shall receive eleven and one-half (11.5) hours for each day so earned, and will use the equivalent number of hours for each full day of vacation leave used.

- 2. All superior officers shall be entitled to vacation leave based on their years of continuous service. Periods during 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.
- 3. The rate of vacation pay shall be the employee's straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his/her vacation period.
- 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.
- 5. Vacation allowance must be taken during the current calendar year unless the employee 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/she has given the Sheriff a minimum of six (6) months' notice of his/her intent to exercise this one-time vacation carry over option.

- 6. 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, provided the latter can be taken during the year of return.
- 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/her credit any annual vacation leave, there shall be calculated and paid to his/her estate a sum of money equal to the compensation figured on his salary at the time of death.

- 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 except military leave.
- 9. No more than five superior officers shall be granted approval for vacation on any calendar day.
- 10. 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 that is available to the officer.

ARTICLE 23 CLOTHING/UNIFORMS

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. (Old #1 was deleted last contract).

ARTICLE 24 EXTRADITIONS

1. On those occasions when an employee is assigned to an extradition not requiring an overnight 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.

- 2. For the purpose of this Article, and extradition requiring travel in excess of 400 miles round trip by automobile or 1,000 miles round trip by air shall be scheduled for an overnight layover.
- 3. In addition to other provisions of this Article, where an employee is assigned to an overnight stay on an extradition, said employee shall receive eight (8) hours of overtime compensation for said overnight period.
- 4. One sergeant must be assigned for each overnight extradition. Assignments are to be made in rotations via seniority.

ARTICLE 25 CLASSIFICATIONS AND JOB DESCRIPTIONS (DOP)

- 1. The classifications for employees covered by this Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.
- 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.
- 3. If, during the term of this Agreement, the Employer is required by the Department of Personnel and/or by decision of the court of competent jurisdiction to establish new titles in the DOP 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.
- 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."

ARTICLE 26 PERSONNEL RECORDS AND FILES

- 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's Governing Body.
- 2. Upon advance notice and at reasonable times, any member of the Union may at any time review his/her personnel file. However, this appointment for review must be made through the Sheriff or his designated representatives. Employees shall also be entitled to a copy of any record contained in their file.
- 3. Whenever a written complaint concerning an Employee or his actions is to be placed in his personnel file, a copy shall be made available to him/her and he/her shalt be given the opportunity to rebut if he/she so desires, and he/she shall be permitted to place said rebuttal in his/her file. When the employee is given a copy of the complaint, the identification of the complaint shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all the details of the complaint, including the identity of the complainant.
- 4. Letters of reprimand shall be maintained in the employee's personnel file. However, if after six (6) months, no further disciplinary action shall have occurred, the letter of reprimand shall have no bearing on any future discipline.
- 5. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any files shall be removed therefrom unless done so in accordance with the provisions of this Agreement. Any unauthorized removal of any material from a personnel file by any member of the Union shalt subject that matter to appropriate disciplinary action.

ARTICLE 27 OUTSIDE AND OFF-DUTY EMPLOYMENT

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 unreasonably withheld.

- 2. When five or more employees of the Mercer County Sheriff's Office are assigned to any off duty detail, at least one member from the Superior Officers' Unit shall be included and will be designated the lead officer for supervisory purposes.
- 3. All outside vendor employment assignments shall be administered and paid through the Employer's payroll system at a rate to be negotiated between the parties.

ARTICLE 28 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, the said employee shall have all of the immunities from court liability and shall have all the Pension, relief, disability, worker's compensation, and other benefits enjoyed while performing duties directly for the Mercer County Sheriff's Office.

ARTICLE 29 LEGAL AID

- 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(s) 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.
- 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.
- 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 herein before provided and then only upon a written complaint setting forth the charge or charges against such employee.

Said compliant shall be served upon the employee so charged, with notice of a designated hearing thereon by the proper authorities, which shall not be less than fifteen (15) or more than thirty (30) days from the 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.

ARTICLE 30 GENERAL PROVISIONS

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.

- 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.
- 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, except as defined in Article 36.2.
- 4. 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 payment in full for the sustained loss. Any covered loss will be compensated promptly.
- 5. The employer shall provide a PBA office. The Union agrees to pay the cost of telephone installation and the attendant monthly charges.

ARTICLE 31 MAINTENANCE OF STANDARDS

- 1. The rights of both the Employer and the SOA shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.
- 2. Employees shall retain all civil rights under the New Jersey State and Federal Law. No employee shall be disciplined or discharged without just cause. Any such disciplinary or discharge proceedings, or any complaint shall be processed in accordance with the law. Any Employee shall have the right to counsel at any such hearing.

ARTICLE 32 RETENTION OF BENEFITS

The County agrees that, all lawful benefits and terms and conditions of employment existing at the commencement of this Agreement shall be continued in effect in accordance with New Jersey Law. All existing benefits and practices previously enjoyed by members of the bargaining unit not modified by this Agreement shall remain "as is".

ARTICLE 33 MODIFICATION

- 1. This contract shall not be changed or altered in any way during the contract term, without the written consent of both parties.
- 2. Any modification must be formalized in writing and signed by the parties to the Agreement. No oral modification will be deemed valid unless reduced to writing and incorporated into this agreement.

ARTICLE 34 SEPERABILITY AND SAVINGS

- 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 statues, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- 2. Upon request of either part, the parties agree to meet and renegotiate any provision so affected.

ARTICLE 35 INSURANCE AND RETIREMENT BENEFITS

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.

The Health Benefits Program shall be consistent with P.L. 2010, c.2, and with P.L. 2011, c.78

- 2. The Employer agrees to provide retirement benefits in accordance with Applicable New Jersey Statues.
- 3. On those occasions when an employee is required to use a regularly scheduled airline in the performance of these duties, the Employer shall provide flight insurance in the amount of \$100,000.
- 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 purposes of this Program, eligible employees shall be defined as all full-time, permanent employees only. Effective January 1, 2006, the prescription co-payment shall be four dollars (\$4.00) for generic drugs and twelve (\$12.00) for brand-name drugs.
- 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 50% of time accrued. (\$15,000 Maximum)
- 6. The Employer agrees to supply to the Union, copies of all existing future liability or other insurance policies that affect said employees.

- 7. The County agrees to provide a Dental Insurance Program to eligible Employees and their dependents as follows: (1) Basic Dental Coverage (as defined by the current dental contract); (2) Premium Dental Insurance; and (3) Eastern Dental Insurance. The County will pay all of the costs of the basic dental program. Employees shall be responsible for any additional costs associated with the Premium Dental Program or the Eastern Dental Program in excess of the cost for basic coverage.
- 8. The co-payment provision for health benefits for active employees shall have the following provisions:
 - a. The Health Benefits Program shall be consistent with P.L. 2010, c.2, and with P.L. 2011, c.78
 - b. The employer shall deduct a co-payment as provided above in no more than 24 days per year.
 - c. Retiree health coverage is not affected by the co-payment provisions.

ARTICLE 36 TERM AND RENEWAL

- 1. This Agreement shall have a term from January 1, 2021 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, 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 NJSA Title 34, and rules of the Public Employment Relations Commission.
- 2. The retroactive effect of this Contract applies only to those in the employ of the Sheriff/County as of the date of this execution of this agreement with the sole exception of persons who died or retired since January 1, 2021.

Sarlene N. Warther

Jerlene H. Worthy, Clerk to the Board

COUNTY OF MERCER

Brian M. Hughes, County Executive

ATTEST:

Joseph L. Fedor III. PBA Secretary

PBA LOCAL NO. 187A

Seth Barton, President PBA 187A

Exhibit A

	12/1/21	1/1/22	1/1/23	1/1/24	1/1/25
SGT Step 1	\$112,914	\$117,148	\$121,541	\$123,668	\$125,832
SGT Step 2	\$122,107	\$126,686	\$131,437	\$133,737	\$136,077
LT Step 1	\$130,655	\$135,555	\$140,636	\$143,097	\$145,601
LT Step 2	\$139,203	\$144,423	\$149,839	\$152,461	\$155,129