



JERLENE H. WORTHY, CLERK  
BOARD OF COUNTY COMMISSIONERS

**COUNTY OF MERCER**  
McDADE ADMINISTRATION BUILDING  
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September 29, 2022

EBONY WITHERSPOON  
DEPUTY CLERK

Mr. Adam Liebttag, President  
Local CWA 1036  
1 Lower Ferry Road  
Ewing, NJ 08628

Dear Mr. Adam Liebttag:

Enclosed please find one executed copy of the Contract authorizing to execute said Contract between the CWA Local 1036 and the County of Mercer for a six (6) year period from January 1, 2019 through December 31, 2024.

This document has been signed by the County Executive and Clerk to the Board.

Also, enclosed please find one (1) certified copy of Resolution No. 2022-656, which was adopted by the Mercer County Board of County Commissioners at a Formal Meeting held on September 27, 2022.

I understand your office will handle further distribution of these documents.

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

JHW/so  
Encl. (2)

cc: Lillian Nazzaro Esq., County Administrator  
Raissa Walker, Personnel Director ✓  
Sharon Sharp, Acting County Treasurer  
IMLR Library

Approved as to Form and Legality

Date

September 27, 2022

*[Signature]*  
.....  
County Counsel

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A CONTRACT BETWEEN CWA LOCAL 1036 ASSISTANT PROSECUTORS UNIT AND THE COUNTY OF MERCER FOR A SIX (6) YEAR PERIOD: JANUARY 1, 2019 THROUGH DECEMBER 31, 2024.

WHEREAS, Local CWA 1036 is the sole and exclusive bargaining agent for the Assistant Prosecutors Unit; 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 the CWA Local 1036 and the County of Mercer for a six (6) year period from January 1, 2019 through December 31, 2024, 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 Local CWA 1036 Assistant Prosecutor's Unit, County Administrator, Personnel Director, County Treasurer, and IMLR Library.

*[Signature]*  
.....  
Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS							COMMISSIONERS						
	Aye	Nay	N.V.	Abs.	Res.	Sec.		Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X				✓		Stokes	X					
Frisby	X						Walter	X					✓
Koontz	X						Melker	X					
McLaughlin	X												
X—Indicates Vote							Abs.—Absent		N.V.—Not Voting				
Res.—Resolution Moved							Sec.—Resolution Seconded						

**AGREEMENT BETWEEN**  
**THE PROSECUTOR OF MERCER COUNTY**  
**AND**  
**THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1036, AFL-CIO**  
**MERCER COUNTY ASSISTANT PROSECUTORS**

**Effective: January 1, 2019**

**Expiration: December 31, 2024**

**Prepared By:**

GENOVA BURNS LLC  
494 Broad Street  
Newark, New Jersey 07102

## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
	PREAMBLE	4
1.	RECOGNITION	5
2.	MANAGEMENT RIGHTS	6
3.	UNION SECURITY	7
4.	WORK SCHEDULES	9
5.	INSURANCE AND RETIREMENT BENEFITS	10
6.	PAID LEAVES OF ABSENCE	12
7.	ABSENCE WITHOUT LEAVE	15
8.	NON PAID LEAVES OF ABSENCE	16
9.	SENIORITY	17
10.	HOLIDAYS	18
11.	GRIEVANCE PROCEDURE	19
12.	SAFETY AND HEALTH	21
13.	EQUAL TREATMENT	22
14.	WORK RULES	23
15.	LONGEVITY	24
16.	CLASSIFICATIONS AND JOB DESCRIPTIONS	26
17.	STRIKES AND LOCKOUTS	27
18.	GENERAL PROVISIONS	28
19.	SEPARABILITY AND SAVINGS	29
20.	PERSONNEL FILES	30
21.	VACANCY POSTING	32
22.	FAMILY LEAVE	33
23.	DISCIPLINE	34
24.	LEGAL AID	42
25.	OFF DUTY ACTION	43

26.	PRESERVATION OF EXISTING BENEFITS	44
27.	TERMINATION	45
28.	SALARIES - ASSISTANT PROSECUTORS	46
29.	DEPARTMENTAL INVESTIGATION	48
30.	ASSIGNMENT ADDITIONAL COMPENSATION	50
31.	ANNUAL VACATION LEAVE	52
32.	CLIENT PROTECTION FUND/BAR FEES	54
	APPENDIX A – SALARY SCHEDULE	55
	APPENDIX B – POSITION DESCRIPTIONS	56
	APPENDIX C – SENIOR ASSISTANT PROSECUTOR TITLES	60

**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, 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 Assistant Prosecutors Unit, hereinafter referred to as the "Union"; and

WHEREAS, the Employer and the Union entered into an Agreement on 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 regularly employed assistant prosecutors employed by the Mercer County Prosecutor's Office.

## **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. Nothing in this Agreement shall be construed to reduce the Prosecutor's powers to detect, arrest, indict and convict offenders against the laws of New Jersey.



### **3. UNION SECURITY**

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer and County of Mercer (hereinafter "County") 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 the 30<sup>th</sup> 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.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to the Assistant Prosecutor Unit. Existing written authorization for dues deduction to an employee organization other than the Assistant Prosecutor Unit must be terminated within sixty (60) days of the date of execution of this Agreement.

3.3 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.

3.4 Within 10 calendar days from the date of hire negotiations unit employees, the Employer shall provide the following contact information to the Union in a digital format agreed to by the Union; name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the Employer, date of hire, and work email address and any personal email address on file with the Employer. Every 120 calendar days beginning on January 1, 2019, the Employer shall provide the Union the same information for all unit employees in a digital format agreed to by the Union.

3.5 Any employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business. The

Union shall designate no more than three (3) employees to serve as Union representatives who shall be allowed an aggregate of no more than twenty (20) days in any calendar year. The Union shall provide a list of designated Union representatives to the Prosecutor's office.

Requests for Union business days shall not be unreasonably denied.

3.6 Within 30 days of start of employment, the Union shall have the right to have up to thirty (30) minutes to meet with such employee(s) hired in the negotiations unit. Said meeting will be without charge to pay or leave time. Unless otherwise agreed, said meeting shall take place during the orientation process held for such new employee of the Prosecutor's Office or at a time approved by the Prosecutor. The time and place for such a meeting shall be agreed upon by the parties and is subject to approval by the Prosecutor or designee with approval 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 Employer and in emergency situations may be changed at the discretion of the Employer.

4.3 A workday shall consist of eight (8) consecutive hours, including one (1) hour for lunch which shall be unpaid. Effective January 1, 2024 workday increases by ½ hour per day with reduction in lunch break resulting in 37.5 hour week and consequent increase in salary equal to increase in work.

4.4. If the Prosecutor or his designee determines that the Prosecutor's Office shall be closed, have a delayed opening, or early closure due to emergency or inclement weather, employees will not lose scheduled sick, vacation or personal time due to the Prosecutor's Office. Such employees will be charged for benefit time for the time that the Prosecutor's Office was open prior to the closure.

## **5. INSURANCE AND RETIREMENT BENEFITS**

5.1 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.

5.2 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. "Eligible employee" under this provision shall mean any assistant prosecutor who has completed twenty-five (25) years of service as determined by the applicable rules of the New Jersey Public Employee's Retirement System (PERS) that the assistant prosecutor is enrolled in. Prosecutor's Part or non-Prosecutors part for those not enrolled in that part of PERS.

5.3 The County agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System (PERS) that the assistant prosecutor is enrolled in, Prosecutor's Part or non-Prosecutors part for those not enrolled in that part of PERS

5.4 The County agrees to provide a Prescription Drug Program of \$12.00 for brand name and \$4.00 for generic drugs 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. Mail order shall be at no cost to the employee.

5.5 The County agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible employee hired prior to the ratification of this Agreement of fifty (50%) percent of the unused time, up to a maximum of \$18,000. Employees hired after ratification of this Agreement shall be entitled to receive fifty (50%) percent of the unused time up to a maximum of \$15,000. 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.

5.6 The County agrees to provide a Dental Insurance Program to eligible Employees and their dependents. There shall be three (3) types of coverage 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 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.

5.8 Employees will contribute to their medical benefits in accordance with Chapter 78, P.L. 2011, through the life of this agreement.

## **6. PAID LEAVES OF ABSENCE**

6.1 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, domestic partner, child, step child, mother-in-law, father-in-law, grandparent or grandchild 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. 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.

6.2 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 title and salary grade with no loss of seniority or other rights or benefits.

6.3 Sick Leave. All assistant prosecutors 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.

f. (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.

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

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

i. 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.

6.4 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.

6.5 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.

6.6 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 hours. 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.



**7. ABSENCE WITHOUT LEAVE**

7.1 Any unauthorized absence of an employee without leave is cause for disciplinary action.

7.2 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.

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

8.1 A Permanent employee shall be entitled to a leave of absence without pay based upon approval of the Prosecutor to accept a permanent appointment with another governmental agency in New Jersey for a period not to exceed ninety (90) days.

8.2 All other leaves of absence without pay shall be at the discretion of the employer.

8.3 Employees returning from authorized leaves of absence as set forth in Paragraphs 8.1 and 8.2 above will be restored to their original position 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.

**9. SENIORITY**

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

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

9.3 Every calendar quarter, 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.

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

**10. HOLIDAYS**

10.1 The following days are recognized paid holidays:

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

\*Effective 2018, Lincoln's Birthday and Washington's Birthday will be eliminated as Holidays and replaced with President's Day.

10.2 Holidays enumerated in Paragraph 10.1 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.

10.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the County and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

10.4 All work performed by bargaining unit employees on holidays shall be compensated with compensatory time off at the rate of 1 days of compensatory time for each holiday worked.

## **11. GRIEVANCE PROCEDURE**

11.1 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 employs 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 or County 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 two weeks after receipt of grievance the Prosecutor or County shall render a decision in writing. The Prosecutor will determine if the subject of the grievance is appropriate for referral to the County for resolution.

**STEP TWO:** If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the Prosecutor or County, 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.

11.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Prosecutor or County 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.

11.3 The union will notify the Prosecutor and County 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.

## **12. SAFETY AND HEALTH**

12.1 The Prosecutor and County shall at all times maintain safe and healthful working conditions.

12.2 A representative of the Assistant Prosecutors unit, named by the Union, shall participate in the County's Health and Safety Committee. 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.

12.3 This safety committee shall also make recommendations to the Prosecutor and County regarding safety and health issues affecting assistant prosecutors and senior assistant prosecutors.

### **13. EQUAL TREATMENT**

13.1 The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, political affiliation, union membership or union activities, or any other status under law.

13.2 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.



#### **14. WORK RULES**

14.1 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.

**15. LONGEVITY**

15.1 Every full time employee, temporary or permanent 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.

15.2 Prosecutor Longevity - Assistant Prosecutors having completed ten (10) years of continuous prosecutorial service with the County of Mercer Prosecutor's office shall receive an annual four hundred (\$400) dollar stipend. Payments shall be made on a prorated basis with each

salary check. Prosecutorial longevity shall be considered in total with the salary for pension purposes.

Assistant Prosecutors having completed fifteen (15) years of continuous prosecutorial service with the County of Mercer Prosecutor's Office shall receive an annual six hundred fifty (\$650) dollar stipend. Payments shall be made on a prorated basis with each salary check. Prosecutorial longevity shall be considered in total with the salary for pension purposes.

**16. CLASSIFICATIONS AND JOB DESCRIPTIONS**

16.1 The classifications for employees covered by this Agreement attached and shall be all Assistant Prosecutors employed at the Mercer County Prosecutor's Office.

## **17. STRIKES AND LOCKOUTS**

17.1 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.

## **18. GENERAL PROVISIONS**

18.1 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.

18.2 At the sole discretion of the Prosecutor, assistant prosecutors and senior assistant prosecutors may be authorized to carry firearms consistent with the provisions of N.J.S.A. 2C:39-6(a)(4). In the event that an employee covered by this Agreement is authorized to carry firearms, the Employer will provide a personalized bulletproof vest upon completion of appropriate training and firearms qualification. The standards and specifications for these bulletproof vests shall be established by the Prosecutor.

18.3 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, at the request of the employee. The County plan shall be used for these tests and inoculations.

18.4 The Prosecutor shall provide, at its cost, sufficient training to ensure that all employees meet mandatory continuing legal education (CLE) requirements based on prior approval and relationship to duties.

18.5 Employees may seek secondary employment outside the Prosecutor's Office subject to state law and any applicable guidelines or directives promulgated by the New Jersey Attorney General. The employee must obtain approval from the Prosecutor prior to engaging in said secondary employment, consistent with state law, however such requests shall not unreasonably be denied.

**19. SEPARABILITY AND SAVINGS**

19.1 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.

## **20. 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, except that the Prosecutor or his designee may remove disciplinary documents after an employee has completed a substantial period of good conduct. No employee may remove any document from the employee's personnel file. 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 disciplinary 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.

## **21. VACANCY POSTING**

21.1 When a job opening occurs, the employer will notify employees by either posting the opening in a conspicuous location so that interested employees may express their interest in said opening, or through intraoffice electronic mail. The choice of the person to fill the opening is the prerogative of the Prosecutor.

## **22. FAMILY LEAVE**

22.1 The County shall not unreasonably deny a request for a leave of absence related to family care as defined by the Federal Family and Medical Leave Act (FMLA). Requests for leave shall be made with maximum notice possible.

22.2 Notwithstanding the provisions of Article 8.3 (Sick Leave with Pay) a permanent 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.

22.3 Family leave without pay of up to one (1) year shall be granted to an employee with one (1) year or more of service provided the employee provides written notice at least 30 days in advance. The employee shall be returned to work without loss of prior seniority or prior benefits provided that s/he notifies the Prosecutor in writing no later than after three (3) months of leave that s/he intends to return to work. The total leave time, paid or unpaid shall not exceed one (1) calendar year. An employee shall be permitted to use accumulated sick time, compensatory time, and any other accumulated leave time benefits which she may have during the period of her pregnancy and the period following childbirth prior to the commencement of maternity leave without pay.

22.4 Medical benefits shall be maintained during all periods of compensated leave. Any other medical benefit extension beyond what is provided by state or federal law or county policy shall be at the employee's expense.

22.5 Upon an employee's return from any leave to active duty status, the employee shall be entitled to be placed in the same position and salary, with any annual and step increases, which he held before departing on medical leave.

22.6 This Article should not be interpreted to deprive any employee of any right provided by law.

## **23. DISCIPLINE**

### **23.1 Labor/Management Pre-Disciplinary Procedure**

(a) The parties agree to confer regarding resolution of problems in order to prevent disciplinary action. Counseling and oral and written warnings are appropriate pre-disciplinary actions.

(b) Counseling and oral warnings are not discipline and as such will not be placed in the employee's permanent personnel file and are not subject to the grievance or arbitration provisions.

### **23.2 Types of Disciplinary Actions**

(a) Discipline shall consist of minor and major discipline, which shall include written reprimands, suspensions, disciplinary demotions, and removals from service.

(1) Minor discipline shall include a written reprimand and a suspension of five (5) business days or less.

(2) Major discipline shall include: (i) removal; (ii) disciplinary demotion, (iii) reduction in salary; (iv) suspension for more than five (5) business days per incident; (v) suspension for five (5) business days or less if the aggregate number of business days for which the employee is suspended in the calendar year is fifteen (15) or more; and (vi) any suspension if the employee has already received at least three (3) minor suspensions during the prior twelve (12) months.

(b) Immediate Suspension

(1) An employee may be suspended immediately and prior to a hearing where it is determined that the employee is unfit for duty or is a hazard to any person if permitted to remain on the job, or that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services. However, a Notice of Disciplinary Action with opportunity for a hearing must be served in person or by certified mail within five days following the immediate suspension.

(2) An employee may be suspended immediately when the employee is formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job, a disorderly person's offense that occurs while on duty and motor vehicle summonses for the following offenses that occur while on duty (N.J.S.A. 39:4-50 or 39:4-129).

### 23.3 Just Cause; Burden of Proof; Limitations on Actions:

(a) Discipline shall be imposed for just cause only. Just cause shall include the following:

- (1) Incompetency, inefficiency or failure to perform duties;
- (2) Insubordination;
- (3) Inability to perform duties;
- (4) Chronic or excessive absenteeism or lateness;
- (5) Conviction of a crime;
- (6) Conduct unbecoming an assistant prosecutor or senior assistant prosecutor;
- (7) Neglect of duty;
- (8) Misuse of public property, including motor vehicles;
- (9) Discrimination that affects equal employment opportunity, including sexual harassment; and
- (10) Other sufficient cause.

The Prosecutor shall bear the burden of proof.

(b) Employees who are hired into the bargaining unit from outside of the Prosecutor's Office shall have a probationary period of three (3) years. Accordingly, such employees shall not be entitled to just cause protection during that probationary period.

The probationary period of three (3) years may be extended for an additional one year with agreement of the employee and Union. Any such agreement to extend the probationary

period shall be on the basis of written documentation demonstrating the need to do so as part of a review no later than 30-days before the end of the three-year probationary period.

An employee being placed on one additional year of a probationary period:

1. Will continue to move through the steps as other employees do;
2. Will receive stipends and credit for the year and all other benefits for service;
3. Will receive a written improvement plan at the start along with resources and support necessary to meet stated performance goals; and
4. Will have a regular check in and progress/report system whereby the employee has regular meetings and updates during the entire probationary period.

(c) After eighteen (18) consecutive months without further discipline of the employee in question, management shall not consider past written reprimands in deciding the level of discipline to impose for subsequent disciplinary actions. This provision does not apply to chronic and/or excessive absenteeism and lateness infractions.

(d) Discipline shall be progressive in nature and corrective in aim.

#### 23.4 Union Representation During Questioning, Meetings or Hearings

(a) Any employee who is subject to questioning by the Prosecutor or its agents and has reasonable cause to believe that discipline may result, is entitled to Union representation during such questioning. The Prosecutor shall ensure that employees in such situations are notified accordingly.

(b) The Union may bring no more than two (2) representatives to a meeting/hearing, but the Prosecutor shall only compensate one employee who is a union representative for time spent at the meeting/hearing. When there is more than one union representative or more than one management representative present during questioning, hearings or meetings, each side shall designate a single spokesperson for the entire proceeding.

(c) Union representation may include a Shop Steward (a bargaining unit representative) and National and Local staff.

#### 23.5 Information to Be Provided:

(a) Written notice of disciplinary action shall be provided to the employee.

Such notices shall state the nature of the charges, the alleged acts on which the charges are based, and the nature of the discipline to be imposed.

(b) Copies of disciplinary notices shall be provided to the Shop Steward(s) and the Union as soon as possible but not more than twenty-four (24) hours after being given to the employee or by the close of the next business day.

(c) Upon written request, the Prosecutor is obligated to provide documents and a list of witnesses that will be relied upon at the disciplinary hearing. Such documents shall be provided to the requesting party, either the Union or the employee, no later than 10 business days before the discipline hearing and, upon written request, the Union or the employee is obligated to provide documents and witnesses that will be relied upon at the disciplinary hearing to the Prosecutor no later than 5 business days before the discipline hearing. Failure of either party to provide any facts, documents or other information pursuant to a valid discovery request may result in the suppression of the party's claim or defense at the disciplinary hearing or other appropriate remedy as determined by the Hearing Officer.

Any proprietary information not relevant to the proceeding that pertains to a Prosecutor employee who is not to be the subject of the disciplinary action, litigant, or non-employee of the Prosecutor, may be deleted from the submitted documentation.

## 23.6 Appeal Procedure

(a) Minor Discipline

(1) Within ten (10) business days after receiving a Notice of Minor Disciplinary Action, the employee with his/her Union representative may request a meeting with the Prosecutor or his/her designee to review the disciplinary evidence and explore a settlement. Said meeting shall be held upon request by the Union. If the meeting process is abused, however, the matter may be brought to the attention of the Union and/or the Prosecutor for appropriate action.

(2) Within ten (10) business days after receiving a Notice of Minor Disciplinary Action, the employee may request a hearing. The request for a hearing must be in writing.

The hearing shall be held within fifteen (15) business days of the receipt of the request, unless mutually agreed otherwise. If no hearing is requested within 10 (ten) business days, the hearing is deemed waived and a Final Notice of Disciplinary Action shall be issued and discipline shall be imposed.

(3) The employee may be represented at the hearing by a Union representative or representatives as defined in 23.4 above. The Prosecutor or designee shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within twenty (20) business days after the hearing, or such additional time as may be agreed to by the parties.

(4) Any hearing involving discipline shall be conducted and determined by an impartial hearing officer, designated in accordance with this article, who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on such officer's ability to be impartial.

(5) Hearings shall be conducted in a suitable location within the Prosecutor's Office.

(6) The scheduling of said hearing will be mutually agreed between the First Assistant, the hearing officer and the union.

(7) If the employee or the Union requests an adjournment of the disciplinary hearing, the Prosecutor or designee may impose the discipline even though a departmental hearing has not yet occurred. Imposition of a suspension is subject to the result of the hearing process which can include a back pay award in whole or in part. If, however, the Prosecutor or designee fails to provide the Union with timely, requested discovery materials ten (10) business days prior to the hearing, or if a key witness is unavailable, the Union may request and be granted an adjournment with no imposition of the proposed discipline. In exceptional circumstances, other than as described herein, the Union may explain a need and request a short adjournment from the Prosecutor or designee.

(8) Hearing officers shall make findings of fact and an advisory recommendation to the Prosecutor or designee. A copy of the hearing officer's decision will be provided to the parties. The Prosecutor or designee shall issue a final written



determination. The Prosecutor or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Prosecutor or designee shall explain why in the final written determination.

(9) Minor discipline is not subject to the grievance or advisory arbitration provisions in this contract.

(b) Major Discipline

(1) Within ten (10) business days after receiving a Notice of Major Disciplinary Action, the employee may request a hearing, in writing. The hearing shall be held within fifteen (15) business days unless agreed otherwise. If no hearing is requested within ten (10) business days, it is deemed waived. A Final Notice of Disciplinary Action shall be issued and the discipline shall be imposed.

(2) The employee may be represented at the hearing by a Union representative or representatives as defined in 23.4 above. Unless otherwise agreed, the Prosecutor or designee shall issue a decision and furnish the employee and the Union with a Final Notice of Disciplinary Action within twenty (20) business days after the hearing.

(3) Hearings referenced in 23.6(b)(1) shall be conducted by hearing officers assigned by the Prosecutor. The Union shall be notified of the appointed designee. The hearing officer shall conduct a hearing in a manner that allows the parties, to present the case fairly. The hearing officer shall not be a witness or party in the proceedings. Any hearing involving discipline shall be conducted and determined by an impartial hearing officer designated in accordance with this article, who is not personally involved with the facts of the dispute or otherwise involved in a manner that could negatively impact on the officer's ability to be impartial.

(4) Hearing officers shall make findings of fact and an advisory recommendation to the Prosecutor or designee. A copy of the hearing officer's decision will be provided to the parties. The Prosecutor or designee shall issue a Final Notice of Disciplinary Action. The Prosecutor or designee can accept, reject or modify the hearing officer's decision. If the hearing officer's decision is modified or rejected, the Appointing Authority or designee shall explain why in the final written determination.

(5) Employees may appeal the Prosecutor's decision on major discipline through the Union to advisory arbitration in accordance with the following procedures:

i. An appeal must be filed in writing by the Union within thirty (30) calendar days from the date the Union received the Appointing Authority's decision on the major discipline. If mutually agreed, a pre-arbitration conference may be scheduled for the purpose of attempting to settle the matter and to frame the issue or issues absent a settlement.

ii. Within sixty (60) calendar days of the execution of this Agreement, the parties shall mutually agree upon a panel of not less than five (5) arbitrators. Each member of the panel shall serve in turn alphabetically as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. If the parties cannot agree on a panel of arbitrators within sixty (60) calendar days, arbitrators shall be selected on a case-by-case basis under the selection procedure of the Public Employees Relations Commission until such time as the parties agree on a panel. Changes to the panel may be made by mutual consent of the parties.

iii. The arbitrator shall conduct a hearing to determine the facts and render a decision in writing to the parties. The arbitrator shall render an advisory opinion to the appointing authority consistent with applicable law and this agreement.

iv. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) calendar days to the appointing authority after the close of the hearing.

v. Prior to issuing a final decision not to accept an advisory decision, in whole or in part, the Prosecutor will meet with the Union to discuss that decision.

vi. If the Prosecutor or designee does not accept an advisory arbitration decision in whole or in part, the final decision must be accompanied by a written point-by-point explanation of why it was not accepted.

vii. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other cost of the arbitration proceeding, including the cost of recording, shall be borne by the party incurring the cost.

### 23.7 Miscellaneous Provisions

(a) No loss of pay shall be suffered by any employee, including Union representatives [subject to the provisions of 23.4(b)] and witnesses, as a result of attendance at disciplinary hearings during working hours. If the disciplinary hearing is outside of working hours, employees shall be entitled to an equal amount of compensatory time off. No employee shall be coerced, intimidated or suffer any reprisal as a result of participation in disciplinary hearings.

(b) Suspensions only shall be subject to a stay pending final decision by the Prosecutor or designee, unless otherwise provided under the New Jersey Administrative Code Title 4A, et. seq. or this article.

(c) If a disciplinary appeal is decided in favor of the employee, the arbitrator or hearing officer shall have authority to recommend an appropriate remedy, which may include, but is not limited to, reinstatement, back pay and the granting of specific benefits.

(d) Hearings conducted pursuant to this provision shall provide, at a minimum, for examination and cross-examination of witnesses and procedures to determine the admissibility of evidence to be introduced. Copies of materials to be introduced as evidence should be provided to the hearing officer. Either party may make a verbatim record of the hearing through a certified court reporter or tape recording and shall provide the hearing officer with a copy of the record without charge and the other party if that party agrees to split that cost.

## **24. LEGAL AID**

24.1 The County 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.

24.2 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.

## **25. 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 pursuant to N.J.S.A. 2A:158-18. 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 and 40A: 14-152.2.

## **26. PRESERVATION OF EXISTING BENEFITS**

26.1 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.

26.2 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 a law enforcement unit in the Prosecutor's Office) 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 mediation in accordance with the provisions of the New Jersey Employer-Employee Relations Act.

26.3 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. There shall be no diminution of benefits, including, but not limited to co-insurance, co-payments and deductibles.

**27. TERMINATION**

27.1 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 pursuant to N.J.S.A. 2A:158-1 and 158-5.

27.2 This Agreement shall be effective as of the first day of January 2015 and shall remain in full force and effect until the 31st day of December 2018. 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 no later than 90 days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations. ·

## **28. SALARIES - ASSISTANT PROSECUTORS**

28.1 Salaries for assistant prosecutors covered by this Agreement shall be as set forth in Appendix A annexed.

- (a) Effective 7/1/19, increase salary by 1% for all steps in the guide; Senior AP titles continue to be at same differential to Step 10.
- (b) Effective 7/1/20, increase salary by 1.5% for all steps in the guide; Senior AP titles continue to be at the same differential to Step 10.
- (c) Effective 7/1/21, increase salary by 2% for all steps in the guide; Senior AP titles continue to be at the same differential to Step 10.
- (d) Effective 7/1/22, increase salary by 2% for all steps in the guide through Step 10; add two steps, Step 11 and Step 12 each will be at a 5% increase. The Step 11 is 5% above Step 10; the Step 12 is 5% above Step 11. The Senior AP titles continue to be at the same differential to the top step.
- (e) Those who have been at Step 10 for one year or more will move to Step 11. Thereafter, those who have been at Step 11 for one year or more will move to Step 12 and the Senior AP titles continue to be at the same differential to top step and to each other.
- (f) Effective 7/1/23, increase salary by 2% for all steps in the guide; Senior AP titles continue to be at the same differential to Step 12 from July 1, 2023 forward (the top step) and to each other.
- (g) Effective 1/1/24, workday increases by ½ per day with reduction in lunch break resulting in 37.5 hour work week and consequent increase in salary equal to increase in work.
- (h) Effective 7/1/24, increase salary by 2% for all steps in the guide. Senior AP titles continue to be at the same differential to Step 12 and to each other.
- (i) Retroactive increases for 2019, 2020, and 2021 shall be paid to all unit employees on payroll as of June 1, 2022, and to all unit employees who retired between January 1,



2019 and June 1, 2022. Retroactive increases for 2022 shall be paid to unit employees on payroll as of date of execution and approval of the MOA by the Union.

28.2 A new employee will enter the guide provided by Appendix A at step 1 unless otherwise assigned as described in 28.6. Step movement shall be calculated thereafter from the date the employee entered the guide.

28.3 Assistant Prosecutors, who are employed by the Mercer County Prosecutor's Office on the effective date of this Agreement, will be assigned to a step within the guide based on the number of years of continuous uninterrupted service within the Mercer County Prosecutor's Office immediately prior to the effective date of this Agreement. If the employee's current salary exceeds the amount reflected in step corresponding the years of service, the employee will be assigned to the step above the employee's current salary.

28.4 Automatic movement between steps shall occur annually. All employees with at least one year of service shall annually advance one step position. Incremental step moves for persons not at the maximum pay rate shall be on July 1 in each year.

28.5 The Prosecutor retains the sole authority, except as limited by Article 22 (Family Leave), to assign assistant prosecutors to positions within the Office based on the needs of the Prosecutor's Office. Reassignment of assistant prosecutors to new positions is not subject to Article 23 (Discipline).

28.6 The Mercer County Prosecutor retains discretionary authority to hire employees at any step on the salary guide set forth in Appendix A.

28.7 The following salary structure for Assistant Prosecutors shall be established for the following designations:

(a) Senior Assistant Prosecutor – Salary minimum of \$105,100 effective December 31, 2018 to be increased by the amounts set forth in 28.1.

(b) Supervising Assistant Prosecutor – Salary minimum of \$115,100 effective December 31, 2018 to be increased by the amounts set forth in 28.1.

(c) Supervising Senior Assistant Prosecutor – Salary minimum of \$124,900 effective December 31, 2018 to be increased by the amounts set forth in 28.1.

Implementation procedures are set forth in Appendix C.

## **29. DEPARTMENTAL INVESTIGATION**

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:

29.1 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.

29.2 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.

29.3 The employee shall be informed of the nature of the investigation when such employee becomes a target of the investigation.

29.4 The questioning shall be reasonable in length. Breaks shall be provided for personal necessities, meals, telephone calls, and rest periods as necessary.

29.5 At every stage of the proceedings, the Employer's Office shall afford an opportunity for a member of the Union, if he/she so requests, to consult with counsel and/or his/her 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 the Union representative.

29.6 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 rights pursuant to the existing applicable law.

29.7 Nothing herein shall be construed to deprive the Employer's Office or its officer of the ability to conduct the routine and daily operations of the Department.

29.8 No employee covered by this Agreement shall be subjected to any urinalysis or blood screening unless one of three (3) 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. (3) The employee is selected for urinalysis testing pursuant to the Prosecutor's mandated random drug testing program.

29.9 Under no circumstance shall the employer direct the taking of a polygraph or voice print examination by the employee.

**30. ASSIGNMENT ADDITIONAL COMPENSATION**

The Employer agrees that Assistant Prosecutors assigned to the following units are required to work a number of additional work hours in excess of the standard work week. The Assistant Prosecutors assigned to these units that perform the duties listed on appendix B The stipends will be prorated throughout the year on a biweekly basis:

Assignment	Base Stipend	2019-2022 Rate	2023 Rate 2.0%	2024 Rate 2.0%
Homicide List	\$3,000	\$3,247	\$3,312	\$3,378
Chief Sexual Assault	\$3,000	\$3,247	\$3,312	\$3,378
AP, Sexual Assault	\$2,000	\$2,165	\$2,208	\$2,208
Chief Economic Crimes	\$2,500	\$2,706	\$2,760	\$2,815
Chief Domestic Violence	\$3,500	\$3,789	\$3,865	\$3,943
AP, Domestic Violence	\$2,000	\$2,165	\$2,208	\$2,252
Chief Juvenile Unit	\$2,000	\$2,165	\$2,208	\$2,252
Chief Megan’s Law	\$2,000	\$2,165	\$2,208	\$2,252
Special Investigation Unit	\$3,000	\$3,247	\$3,312	\$3,312
Chief Serious Collision Response Team	\$1,500	\$1,624	\$1,656	\$1,690
Search Warrant On-Call			\$2,208	\$2,252
Juvenile On-Call			\$2,208	\$2,252
Chief Appellate Unit			\$2,208	\$2,252
Chief, ICAC			\$2,208	\$2,252

The retroactive payment on stipends will apply to the individual who held the position in the retro year (pro-rated for partial year service).

Search Warrant Committee

1 compensatory day off awarded at the completion of four (4) months service on the Search Warrant Committee with a maximum of three (3) compensatory days off awarded during a calendar year. All compensatory days off must be used within twelve months of being earned. Effective 1/1/23, compensatory days will no longer be awarded for Search Warrant Committee. Instead, a stipend in the amount set forth above will be paid in accordance with the terms of this Article.

### **31. ANNUAL VACATION LEAVE**

31.1 All Assistant Prosecutors shall be entitled to vacation leave based on their years of admission to practice law in the State of New Jersey (“New Jersey Bar”). Vacation leave may be taken in hourly units.

31.2 Annual vacation leave with pay for Assistant Prosecutors 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 of admission to the New Jersey Bar and after completion of five (5) years of admission to the New Jersey Bar, twelve (12) working days.
- (c) From the beginning of the sixth (6<sup>th</sup>) year and to the tenth (10<sup>th</sup>) year of admission to the New Jersey Bar, fifteen (15) working days.
- (d) From the beginning of the eleventh (11<sup>th</sup>) year and to the completion of the fifteenth (15<sup>th</sup>) year of admission to the New Jersey Bar, twenty (20) working days.
- (e) After completion of the fifteenth (15<sup>th</sup>) year of admission to the New Jersey Bar, twenty-five (25) working days.
- (f) After completion of the twentieth (20<sup>th</sup>) year of admission to the New Jersey Bar, thirty (30) working days.

31.3 Except in the first year of service, vacation allowance will be awarded on January 1 of the year.

31.4 The rate of vacation pay shall be the employee’s regular rate of pay in effect for the employee’s position on the payday immediately preceding the employee’s vacation period.

31.5 An employee who is called back to work while on authorized vacation shall receive one (1) compensatory day off in addition to the regular day's pay and shall not lose a vacation day or days.

31.6 Vacation allowance must be taken during the calendar year unless the Prosecutor determines that it cannot be taken because of the needs of the Mercer County Prosecutor's Office. Any vacation allowance denied by the Prosecutor may be carried over into the next succeeding year.

31.7 At the option of the employee, ten (10) vacation days may be carried into the succeeding year. With the approval of the Prosecutor, twenty-five (25) days may be carried into the succeeding year.

31.8 Any permanent employee who returns from military service other than any active duty for training with the National Guard or military reserve unit is entitled to full vacation allowance for the calendar year of return and the for the year preceding, provided that the latter can be taken during the year of return.

31.9 An employee covered by this Agreement who is retiring or is otherwise separated shall be entitled to vacation allowance awarded and not used.

31.10 Whenever an employee covered by this Agreement dies, there shall be calculated and paid to the estate a sum based on the amount of vacation allowance awarded to the employee based on the rate of pay at the time of death,

31.11 Vacation 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.



**32. CLIENT PROTECTION FUND/BAR FEES**

The Prosecutor agrees to continue to pay the Client Protection Fund Fee and membership fee for the Mercer County Bar Association for every Assistant Prosecutor covered by this Agreement.

**Appendix A**

STEP	2018 salary	7.1.2019	7.1.2020	7.1.2021	7.1.2022	7.1.2023	1.1.24	7.1.2024
		\$						
1	\$ 61,587.00	\$ 62,202.87	\$ 63,135.91	\$ 64,398.63	\$ 65,686.60	\$ 67,000.34	\$ 70,350.35	\$ 71,757.36
2	\$ 64,997.00	\$ 65,646.97	\$ 66,631.67	\$ 67,964.31	\$ 69,323.59	\$ 70,710.07	\$ 74,245.57	\$ 75,730.48
3	\$ 68,407.00	\$ 69,091.07	\$ 70,127.44	\$ 71,529.98	\$ 72,960.58	\$ 74,419.80	\$ 78,140.79	\$ 79,703.60
4	\$ 71,819.00	\$ 72,537.19	\$ 73,625.25	\$ 75,097.75	\$ 76,599.71	\$ 78,131.70	\$ 82,038.29	\$ 83,679.05
5	\$ 75,229.00	\$ 75,981.29	\$ 77,121.01	\$ 78,663.43	\$ 80,236.70	\$ 81,841.43	\$ 85,933.50	\$ 87,652.17
6	\$ 78,639.00	\$ 79,425.39	\$ 80,616.77	\$ 82,229.11	\$ 83,873.69	\$ 85,551.16	\$ 89,828.72	\$ 91,625.29
7	\$ 82,669.00	\$ 83,495.69	\$ 84,748.13	\$ 86,443.09	\$ 88,171.95	\$ 89,935.39	\$ 94,432.16	\$ 96,320.80
8	\$ 86,909.00	\$ 87,778.09	\$ 89,094.76	\$ 90,876.66	\$ 92,694.19	\$ 94,548.07	\$ 99,275.48	\$ 101,260.99
9	\$ 92,009.00	\$ 92,929.09	\$ 94,323.03	\$ 96,209.49	\$ 98,133.68	\$ 100,096.35	\$ 105,101.17	\$ 107,203.19
10	\$100,616.00	\$ 101,622.16	\$103,146.49	\$ 105,209.42	\$ 107,313.61	\$ 109,459.88	\$ 114,932.88	\$ 117,231.53
11 as of 2022					\$ 112,679.29	\$ 114,932.88	\$ 120,679.52	\$ 123,093.11
12 as of 2022					\$ 118,313.26	\$ 120,679.52	\$ 126,713.50	\$ 129,247.77
SR. AP	105100.00	\$ 106,122.16	\$107,646.49	\$ 109,709.42	\$ 122,813.26	\$ 125,179.52	\$ 131,213.50	\$ 133,747.77
Supvng. Sr. AP	115100.00	\$ 116,122.16	\$117,646.49	\$ 119,709.42	\$ 132,813.26	\$ 135,179.52	\$ 141,213.50	\$ 143,747.77
SR. Supvg. Sr. AP	124900.00	\$ 125,922.16	\$127,446.49	\$ 129,509.42	\$ 142,613.26	\$ 145,179.52	\$ 151,213.50	\$ 153,747.77

**Appendix B**  
**Mercer Assistant Prosecutors**  
**Positions Descriptions**

**Homicide List**

Assistant Prosecutor serving on the homicide list are on call 24/7 for any suspicious deaths that occur within the County at any time, including suicide, accidental death, and homicide. APs on this list are on call, prepared to respond to a death investigation at any time. Response on weekends and late nights are common and routine and the AP can not travel outside the County while on

call. It is routine for an AP to receive a call late at night, respond to a scene, and work 12-24 hours straight to manage scene investigation, authorization of an arrest warrant, and developing the case in its first stages.

Employees assigned to homicide list must respond to a scene at any time and no arrest can occur unless the AP on call directs and authorizes signing the warrant. Homicide list cases become assigned to the AP responding to the call, so the AP manages the case investigation from start to finish.

### **Chief Sexual Assault Unit**

This position supervises all of the duties immediately below and is on call all year to coordinate all sexual assault investigations and prosecutions within the county.

### **Assistant Prosecutors, Sexual Assault Unit**

Assistant Prosecutors on this list are assigned to be on call 24/7, rotating on a weekly basis. These employees are not permitted to travel outside county boundaries while on call.

These APs answer calls on all sexual assaults within the county, responding at the hospital or police station, preparing and approving all necessary search warrants and ensuring signature by a judge. APs assigned these duties supervise all aspects of the sexual assault investigation.

### **Chief Community Prosecutions**

This position acts as the Prosecutor's Office liaison with various community groups and victims rights groups, maintaining a positive link between the office and the community it serves. Attending and speaking at evening or weekend meetings is a major component of this position, therefore most of the duties of this position are inherently performed after regular business hours. This position also helps secure grants for the Prosecutor's Office as a function of positive community relations.

### **Chief Domestic Violence Unit**

This position is required to be on call 24/7 and respond to domestic violence investigations as legal advisor to all 13 municipal police departments within the county. This AP responds to calls after hours to provide guidance to police departments on domestic violence incidents, obtaining search warrants where needed, and determining and coordinating additional investigation work. This position is the Prosecutor's Office liaison to victim's interest groups, attending victim rights events, seminars, etc. There is a single AP assigned this task.

### **Chief Juvenile Unit**

This position is on call 24/7 and routinely responds after regular hours for commitment hearings. Municipalities can not commit a juvenile offender unless this action is approved by a County Assistant Prosecutor.

### **Chief Megan's Law Unit**

This position is on call 24/7 for all matters related to Megan's Law. This position also is a one-stop for coordinating all Megan's Law functions in the Prosecutor's Office, including serious sex crime offender notification and classification hearings to determine the designation of offender. This position interacts with the community and municipal law enforcement agencies to track registered sex offenders who have left the country. This position also tracks and monitors all Megan's Law cases.

### **Special Investigation Unit**

In addition to regular Assistant Prosecutor court responsibilities, employees in this unit are on call after hours to respond to incidents classified as special investigations, review, approve, and execute search warrants. These APs conduct long-term ongoing investigations requiring constant legal

supervision and case management of Prosecutor's Office and other county law enforcement resources. These APs operate independently within the Prosecutor's Office as the special investigation unit and can conduct proactive investigations to determine appropriate action to be taken by the Prosecutor.

### **Chief Serious Collision Response Team**

This position has the same on call responsibilities as Homicide Unit, but deal exclusively with death or serious injury involving automobile accidents. This position directs and executes search warrants, directs the incident investigation, and presents to the grand jury. Complicated accident reconstruction is routinely required as part of development of the case.

### **Search Warrant Committee**

1 compensatory day off awarded at the completion of four (4) months service on the Search Warrant Committee with a maximum of three (3) compensatory days off awarded during a calendar year. All compensatory days off must be used within twelve months of being earned.

These positions are responsible for being on call 24/7 to develop, direct, and ensuring search warrants are authorized as soon as possible, which routinely includes locating and arranging signature by a judge.

## **Appendix C**

### **Senior Assistant Prosecutor Titles**

#### **SIDE LETTER OF AGREEMENT**

#### **SENIOR ASSISTANT PROSECUTOR TITLES**

#### **IMPLEMENTATION AND PROCEDURE**

**As part of contract negotiations for the collective negotiations agreement covering 2010 through 2014, the parties agreed to implement advanced promotional titles and compensations for attorneys. The Prosecutor and Union have discussed implementation of these titles and procedures for how they will be used in the future. We agree to the following procedures that will be used for Senior Assistant Prosecutor titles, and agree these shall be incorporated into office policy. These procedures will not be changed absent mutual agreement of the parties.**

- 1) Effective July 1, 2014, certain advanced titles (collectively referred to as “Senior AP”) in the Prosecutor’s Office shall be designated as follows:**
  - a. Senior Assistant Prosecutor – minimum annual salary \$100,000**
  - b. Supervising Assistant Prosecutor – minimum annual salary \$110,000**
  - c. Supervising Senior Assistant Prosecutor – minimum annual salary \$120,000**

**Current minimums are set forth in Article 28.**

- 2) As the establishment date, the Prosecutor shall name six Senior Assistant Prosecutors, four Supervising Assistant Prosecutors and two Supervising Senior Assistant Prosecutors.**
- 3) Any employee promoted into Senior AP titles, with an annual salary less than the applicable minimum above, shall receive a salary increase to the minimum for his/her respective title.**
- 4) The Mercer County Prosecutor shall exclusively determine the employees promoted to the Senior AP titles and their respective assignments within the office, provided the employee must be admitted to the New Jersey Bar for a minimum of five (5) years and a member of the Mercer County Prosecutor’s Office for a minimum of five (5) years continuous service immediately before promotion to senior assistant**

**prosecutor. Except for initial implementation, an employee must serve as a Senior Assistant Prosecutor to be considered for the Supervising Assistant Prosecutor or Supervising Senior Assistant Prosecutor titles.**

- 5) Interviews will be conducted as part of the selection process. The Prosecutor will consider the following factors:
  - a. Outstanding professional performance;**
  - b. Years of service in the Office;**
  - c. Assignments, investigative experience, complexity of cases assigned, courtroom experience, tertiary assignments, community service on behalf of the Office;**
  - d. Chief or work leader responsibilities, casework coordination****
  
- 6) The Employer shall fill any vacancy within the Senior Assistant Prosecutor positions with three months of vacancy. At the discretion of the Prosecutor, this period may be extended by an additional three months.**
  
- 7) A change in assignment for an assistant prosecutor with a Senior AP title shall not constitute disciplinary action, and shall be implemented at the sole discretion of the Prosecutor. A change in assignment that would result in loss of a Senior AP designation and loss of salary would be considered major disciplinary action. In such cases, the reduction in annual base salary shall be 5% and take effect on January 1<sup>st</sup> following the status change.**

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**Hon. Angelo Onofri, Prosecutor**

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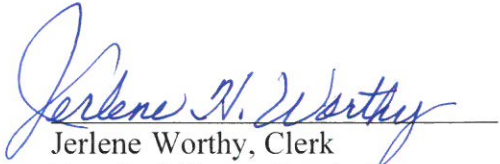
**Adam Liebttag, CWA Local 1036**

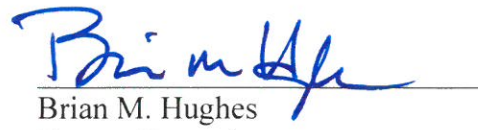


IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers and attested to on the 27 of September, 2022.

ATTEST:

**COUNTY OF MERCER**


  
\_\_\_\_\_  
Jerlene Worthy, Clerk  
Board of Chosen Freeholders

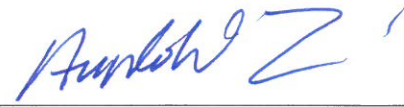
  
\_\_\_\_\_  
Brian M. Hughes  
County Executive

ATTEST:

**COMMUNICATIONS WORKERS  
OF AMERICA**

**MERCER COUNTY  
PROSECUTOR**

  
\_\_\_\_\_  
Adam Liebtag, President  
CWA Local 1036

  
\_\_\_\_\_  
Hon. Angelo Onofri  
County Prosecutor